



LAKE COUNTY  
FLORIDA

MODIFICATION OF CONTRACT

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| <p>1. Modification No.: 1</p> <p>Effective Date:</p>   | <p>2. Contract No.: 13-0303B</p> <p>Effective Date: 28 Aug 13</p>  |
| <p>3. Contracting Officer: B. Schwartzman</p> <p>Telephone Number: (352) 343-9124</p>  | <p>5. Contractor Name and Address:</p> <p>WCA of Florida, I.L.C.<br/>         Attn: Mr. Bob Shires, Regional Vice-President<br/>         5002 SW 41<sup>st</sup> Blvd<br/>         Gainesville, FL 32608</p> |
| <p>4. Issued By:</p> <p>Procurement Services<br/>         Lake County Administration Building<br/>         315 W. Main St., Suite 416<br/>         Tavares, Florida 32778-7800</p>   |  |
| <p>6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and return this form to address shown in Block 4 within ten (10) days after receipt, preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.</p> |  |
| <p>7. DESCRIPTION OF MODIFICATION:</p> <p>The attached Public Records provision is hereby added to the contract identified above as a matter of compliance with actions taken by the Florida legislature.</p>  |  |
| <p>8. Contractor's Signature <b>REQUIRED</b></p> <p>Name: <u><i>Bob Shires</i></u></p> <p>Title: <u><i>Regional Vice President</i></u></p> <p>Date: <u><i>10/2/13</i></u></p>  | <p>9. Lake County, Florida</p> <p><u><i>[Signature]</i></u></p> <p>Procurement Services Director</p> <p><u><i>10 Oct 13</i></u></p> <p>Date</p>  |
| <p>10. Distribution:</p> <p>Original - Contract Number: 13-0303B</p> <p>Copies - Contractor</p> <p>Contracting Officer</p>   |  |

**Section 75: Public Records.** Pursuant to Section 119.0701, Florida Statutes, the Contractor shall comply with the Florida Public Records' laws, and shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services identified herein.
- (b) Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided for by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

Failure to comply with this section shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

LAKE COUNTY RFP NO. 13-0303 B

AUTOMATED OR SEMI-AUTOMATED COLLECTION

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**Exclusive Franchise Agreement**

**between**

**Lake County, Florida**

**and**

**WCA of Florida, LLC**

**for the Collection of**

**Solid Waste and Recyclable Materials**

**Area 1 Collection**

# Exclusive Franchise Agreement

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**EXHIBITS**

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- EXHIBIT 2 LEGAL DESCRIPTION OF SERVICE AREA
- EXHIBIT 3 RATES FOR COLLECTION SERVICES
- EXHIBIT 4 PARENT CORPORATION GUARANTEE
- EXHIBIT 5 PERFORMANCE BOND
- EXHIBIT 6 SPECIFICATIONS FOR CARTS

## **EXCLUSIVE FRANCHISE AGREEMENT Arca 1 Collection**

This Exclusive Franchise Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013 ("Effective Date") by and between Lake County, Florida ("County"), a political subdivision of the State of Florida, and WCA of Florida, LLC, ("Contractor"), a foreign limited liability corporation authorized to do business in the State of Florida.

### **RECITALS**

**WHEREAS**, the County issued a request for proposals ("RFP"), RFP No. 13-0303, for the Collection of certain types of Solid Waste and Recyclable Materials that are generated by the County's residents on their Residential Property; and

**WHEREAS**, the Contractor submitted a proposal in response to the County's RFP; and

**WHEREAS**, the County has relied upon the proposal and other information provided by the Contractor concerning the Contractor's experience and ability to provide Collection Services to the County; and

**WHEREAS**, after evaluating all of the proposals that were submitted in response to the County's RFP, the Board of County Commissioners ("Board") finds that the Contractor has submitted the best proposal; and

**WHEREAS**, the County wishes to use and the Contractor wishes to provide the Contractor's services for the Collection of Solid Waste and Recyclable Materials, subject to the terms and conditions contained in this Agreement; and

**WHEREAS**, the Board finds that granting an exclusive franchise to the Contractor, subject to the terms and conditions contained in this Agreement, is in the public interest and will protect the public health, safety and welfare; and

**WHEREAS**, the Board finds that the franchise granted herein properly balances the Board's desire to provide excellent, environmentally-sound Collection Services to the County's residents and the Board's desire to minimize the cost of such services.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and agreements contained herein and the mutual benefits provided hereunder, the receipt and sufficiency of which are hereby acknowledged, the County and the Contractor agree that they shall be bound by and shall strictly comply with the following provisions of this Agreement:

## SECTION 1: DEFINITIONS

For the purposes of this Agreement, the definitions contained in this Section 1 shall apply unless otherwise specifically stated. If a word or phrase is not defined in this Agreement, the definition of such word or phrase in the County's Ordinances shall apply. To the extent the definitions contained herein conflict with similar definitions in any federal, state or local law, including but not limited to the definitions in the Ordinances, the definitions herein shall prevail when construing this Agreement.

1.1 **Advertising** shall mean any written communication for the purpose of promoting a product or service. The Contractor's name and telephone number, and other information provided in the manner specified in this Agreement, is not Advertising.

1.2 **Agreement** shall mean this Exclusive Franchise Agreement.

1.3 **Agreement Year** shall mean: (a) the period beginning on October 1, 2014 and continuing through and including September 30, 2015; and (b) each period of twelve (12) consecutive months, beginning on October 1, thereafter throughout the term of this Agreement.

1.4 **Applicable Law** shall mean any local, state or federal statute, law, constitution, charter, ordinance, judgment, order, decree, permit, rule, regulation, directive, policy, standard or similar binding authority, or a judicial or administrative interpretation of any of the same, which are in effect or are enacted, adopted, promulgated, issued or enforced by a governmental body during the term of this Agreement, and relate in any manner to the performance of the County or Contractor under this Agreement.

1.5 **Assessment Roll** shall mean a non-ad valorem assessment roll relating to solid waste management system costs and recovered materials management system costs, approved by a final assessment resolution pursuant to section 21-147(g) of the Ordinances or an annual rate resolution pursuant to section 21-147(i) of the Ordinances.

1.6 **Back Door Service** shall mean the Collection of Solid Waste and Recyclable Materials on a Customer's property at a location that is not Curbside.

1.7 **Biomedical Waste** shall mean any solid or liquid waste which may present a threat of infection to humans, including non-liquid tissue, body parts, blood, blood products, and body fluids from humans and other primates; laboratory and veterinary wastes which contain human disease-causing agents; discarded sharps; and absorbent materials saturated with blood or body fluids.

1.8 **Board** shall mean the Board of County Commissioners of Lake County, Florida.

1.9 **Building** shall mean any structure, whether temporary or permanent, built for the support, shelter or enclosure of people, chattel, or property. This term shall include mobile homes or similar vehicles serving the function of a Building.

1.10 **Bulk Waste** shall mean a large item that is discarded by a Customer on their Residential Property as a result of normal housekeeping activities, which cannot be placed in a Garbage Cart because of its size, shape or weight. Bulk Waste includes, but is not limited to, White Goods, furniture, household goods, materials resulting from home improvement projects, fixtures, sinks, toilets, ladders, electronic equipment, and carpet. Bulk Waste does not include Exempt Waste or large items that are not found in a residential Dwelling Unit.

1.11 **Certificate of Occupancy** shall mean a document issued by the County certifying that a newly constructed building has been constructed in compliance with County specifications and is suitable for use.

1.12 **Change in Law** shall mean the adoption, promulgation, or modification of any Applicable Law after the Effective Date, which directly and substantially affects the Contractor's or County's ability or cost to perform under this Agreement. A Change in Law does not include a change in any tax law or workers' compensation law.

1.13 **Collection** shall mean (a) the process of picking up Solid Waste and Recyclable Materials from a Person that generates such waste and materials and (b) the process of transporting and delivering the Solid Waste and Recyclable Materials to a Solid Waste Management Facility.

1.14 **Collection Container** shall mean Garbage Carts and Recycling Containers.

1.15 **Collection Plan** shall mean the Contractor's written plan for providing Collection Service in compliance with the requirements in this Agreement.

1.16 **Collection Service** shall mean one or more of the various services provided by the Contractor for the Collection of Solid Waste and Recyclable Materials pursuant to this Agreement.

1.17 **Commencement Date** shall mean October 1, 2014, which is the date when the Contractor shall begin providing Collection Services to the County pursuant to the requirements of this Agreement.

1.18 **Commercial Lawn Care Company** shall mean a Person that provides lawn and garden maintenance services for remuneration. This definition includes landscapers.

1.19 **Commercial Property** shall mean real property that is located in the Service Area and not classified as Residential Property. Commercial Property includes property used primarily for: (a) commercial purposes, such as hotels, motels, stores, restaurants, theaters, service stations, and recreational vehicle parks; (b) institutional purposes, such as governmental offices, churches, hospitals, and schools; and (c) not-for-profit organizations. Commercial Property includes commercially zoned property that is used primarily for residential purposes, and mobile home parks in which all of the lots or spaces are offered for rent or lease for the placement of mobile homes. Vacant land, not classified as Improved Property, shall be deemed Commercial Property.

1.20 **Commercial Waste** shall mean Solid Waste and Recyclable Materials generated on Commercial Property.

1.21 **Community Events** shall mean events sponsored or co-sponsored by the County.

1.22 **Compactor** shall mean a stationary or mobile mechanism that is used to densify Solid Waste in a Mechanical Container.

1.23 **Construction and Demolition Debris** shall mean discarded materials generally considered to be not water soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, resulting from the construction, destruction, or renovation of a structure.

1.24 **Consumer Price Index** or "CPI" shall mean the "Consumer Price Index—All Urban Consumers" for the South Urban Region (Series ID CUUR0300SA0), as published by the U.S. Department of Labor, Bureau of Labor Statistics, or a successor agency.

1.25 **Contingency Plan** shall mean the Contractor's plan for avoiding an interruption in Collection Service in the event that an emergency or other situation renders the Contractor's operations yard or equipment unusable.

1.26 **Contractor** shall mean WCA of Florida, LLC., a foreign limited liability corporation authorized to do business in the State of Florida.

1.27 **County** shall mean, depending on the context, either (a) the geographic area contained within unincorporated Lake County, or (b) the government of Lake County, acting through the Board or its designee(s).

1.28 **County Manager** shall mean the County's chief executive officer or their designee(s).

1.29 **Curbside** shall mean a location adjacent to a road or right-of-way that abuts a Customer's property and provides access for the Contractor's Collection vehicles. If there is no public access to the Customer's property, Curbside shall mean a location that is adjacent to a public or private roadway where the Contractor may lawfully gain access and provide Collection Service to the Customer.

1.30 **Customer** shall mean any Person that owns or occupies Residential Property that receives Collection Service from the Contractor pursuant to this Agreement.

1.31 **Customer List** shall mean a list that identifies the Residential Property entitled to receive Collection Service from the Contractor.

1.32 **Day** shall mean a calendar day, except Saturdays, Sundays, and Holidays.

1.33 **Designated Facility** shall mean a facility designated by the County for the recycling or disposal of the Solid Waste and Recyclable Materials collected pursuant to this Agreement.

1.34 **Director** shall mean the Director of the County's Public Works Department, Division of Solid Waste, or their designee(s).

1.35 **Disaster Debris** shall mean debris that is produced or generated by a natural or manmade disaster. Disaster Debris includes but is not limited to Yard Trash, Construction and Demolition Debris, and Bulk Waste.

1.36 **Disaster Debris Contract** shall mean the County's contract(s) with one or more contractors for the removal, hauling, processing, disposal, or Recycling of Disaster Debris.

1.37 **Dwelling Unit** shall mean any type of structure or Building unit intended for, or capable of being utilized for, residential living, except those structures or Building units included within the definition of Commercial Property. A Dwelling Unit includes a room or rooms constituting a separate, independent living area with a kitchen or cooking facilities, a separate entrance, and bathroom facilities, which are physically separated from other Dwelling Units, whether located in the same structure or in separate structures.

1.38 **Effective Date** shall mean the date when this Agreement is signed and duly executed by the Board or its designee, which shall occur after the Agreement is signed and duly executed by the Contractor.

1.39 **Electronic Equipment** shall mean large electronic devices that have been discarded, including but not limited to computers, monitors, televisions, cathode ray tubes, printers, scanners, and copying machines.

1.40 **Exempt Waste** shall mean materials that are exempt from the Contractor's exclusive franchise under this Agreement.

1.41 **Extraordinary Waste** shall mean wastes that require extraordinary measures to manage, including but not limited to abandoned boats and motors, abandoned cars and engines, dead animals, agricultural and industrial wastes, Biomedical Waste, Radioactive Waste, and Hazardous Waste.

1.42 **Field Supervisor** shall mean the Contractor's employee that is responsible for supervising the Contractor's Collection Services in the County.

1.43 **First Agreement Year** shall mean the period beginning on October 1, 2014 (i.e., the Commencement Date) and continuing through and including September 30, 2015.

1.44 **Garbage** shall mean all kitchen and table food waste, and animal or vegetative waste that is attendant with or results from the storage, preparation, cooking, or handling of food materials.

1.45 **Garbage Can** shall mean any commonly available metal or heavy-duty plastic receptacle for Solid Waste that has an enclosed bottom and sides, a tight fitting lid or top, handles on the sides, and a capacity of approximately thirty-two (32) gallons or less.

1.46 **Garbage Cart** shall mean a container that is made with heavy-duty hard plastic or other impervious material, hot-stamped or stenciled with the County logo, with enclosed sides and a bottom, mounted on two wheels, equipped with a tight-fitting hinged lid, and used for the automated or semi-automated Collection of Garbage and Rubbish.

1.47 **General Manager** shall mean the employee designated by the Contractor as the Contractor's primary representative with regard to matters involving this Agreement.

1.48 **Hazardous Waste** shall mean 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 the environment when improperly transported, disposed of, stored, treated, or otherwise managed. Hazardous Waste includes any material or substance identified as a hazardous waste, hazardous substance, or hazardous material in the Florida Administrative Code, Florida Statutes, or other Applicable Law.

1.49 **Holiday** shall mean New Year's Day (January 1), Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day, and Christmas Day (December 25).

1.50 **Improved Property** shall mean any cleared, graded or drained real property upon which a Building or structure is erected and occupied or capable of being occupied (i.e., a Certificate of Occupancy has been issued) for residential, commercial, institutional or industrial use.

1.51 **Interest** shall mean a payment by the City or the Contractor, as the case may be, at a rate determined pursuant to Section 55.03(1), Florida Statutes.

1.52 **Land Clearing Debris** shall mean the trees, tree trunks, limbs, stumps, bushes, other vegetation, rocks, soil, and other materials resulting from a land clearing or lot clearing operation.

1.53 **Legitimate Complaint** shall mean any complaint where the applicable requirements of this Agreement concerning the Set Out and Collection of Solid Waste were satisfied by the Customer, but were not satisfied by the Contractor.

1.54 **Load** shall mean any Solid Waste or Recyclable Material that is collected or transported in the Contractor's Collection vehicle.

1.55 **Materials Recovery Facility** shall mean a Solid Waste Management Facility that provides for the extraction from Solid Waste of Recyclable Materials, materials suitable for use as a fuel or soil amendment, or any combination of such materials.

1.56 **Mechanical Container** shall mean a dumpster, Roll-Off Container, Compactor, or other large container that is placed on and removed from a Person's Premises with mechanical equipment, and used for the Collection of Solid Waste or Recyclable Materials.

1.57 **Missed Collection** shall mean any occasion when the Contractor fails to provide Collection Service to a Customer on a Scheduled Collection Day in accordance with the provisions of this Agreement.

1.58 **Mobile Home Park** means a trailer park for mobile or modular homes, if the lots in the park are included in the current Assessment Roll.

1.59 **New Customer** shall mean the occupant of a parcel of Residential Property that receives Collection Service for the first time after the Commencement Date.

1.60 **Non-Collection Notice** shall mean a written form, tag, or sticker that is used by the Contractor to notify a Customer of the reason(s) why the materials Set Out by the Customer were not collected by the Contractor.

1.61 **Non-Conforming Material** shall mean any material that is Set Out for Collection in a Recycling Container, but is not a Recyclable Material.

1.62 **Ordinances** shall mean the County's Code of Ordinances, as amended from time to time.

1.63 **OSHA** shall mean the Occupational Safety and Health Act and all implementing regulations.

1.64 **Performance Bond** shall mean the financial security furnished by the Contractor as a guarantee that the Contractor will perform its work and pay all lawful claims in compliance with the terms of this Agreement.

1.65 **Person** shall mean any and all persons, natural or artificial, including any individual, firm, partnership, joint venture, or other association, however organized; any municipal or private corporation organized or existing under the laws of the State of Florida or any other state; any county or municipality; and any governmental agency of any state or the federal government.

1.66 **Plastic Bag** shall mean a heavy-duty plastic trash bag that is securely tied at the top, with a capacity of thirty-three (33) gallons or less.

1.67 **Premises** shall mean Improved Property.

1.68 **Radioactive Waste** shall mean any equipment or materials that are radioactive or have radioactive contamination, and are required by law to be stored, treated, or disposed of as radioactive waste.

1.69 **Rates** shall mean the fees and charges approved by the County for the Contractor's Collection Service.

1.70 **Recovered Materials** shall mean 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 does not include materials destined for any use that constitutes disposal. Recovered Materials as described above are not Solid Waste. Recovered Material does not include any material or substance that does not fit within one of the six categories described in this definition (metal, paper, glass, plastic, textile, or rubber). Unsorted Construction and Demolition Debris is not a Recovered Material.

1.71 **Recyclable Materials** shall mean those materials that are capable of being recycled and would otherwise be processed or disposed of as Solid Waste. Recyclable Materials include newspapers, telephone books, glass bottles and containers, plastic bottles and containers, steel cans, aluminum cans, and other materials designated by the Director as Recyclable Materials.

1.72 **Recycling** shall mean any process by which materials that would otherwise have been Solid Waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.

1.73 **Recycling Bin** shall mean a rectangular bin that is made of heavy-duty hard plastic or other impervious material, hot-stamped or stenciled with the County logo, and used for the Collection of Recyclable Materials.

1.74 **Recycling Carts** shall mean a container that is made of heavy-duty hard plastic or other impervious material, hot-stamped or stenciled with the County logo, with enclosed sides and a bottom, mounted on two wheels, equipped with a tight-fitting hinged lid, and used for the automated or semi-automated Collection of Recyclable Materials.

1.75 **Recycling Container** shall mean any container approved by the Director for the Collection of Recyclable Materials, including but not limited to Recycling Carts.

1.76 **Residential Collection Service** shall mean the Collection of Residential Waste from Residential Property pursuant to this Agreement.

1.77 **Residential Property** shall mean each parcel of Improved Property in the Service Area that is used for a single family Dwelling Unit, including each lot in a Mobile Home Park, and any other Improved Property that is included in the Assessment Roll.

1.78 **Residential Waste** shall mean Garbage, Rubbish, Yard Trash, Recyclable Materials, and Bulk Waste generated by a Customer upon the Customer's Residential Property.

1.79 **Roll-Off Container** shall mean a large metal container used for the Collection of Solid Waste or Recyclable Materials, which is rolled-off of a motor vehicle when the container is placed at a Collection site and then rolled-onto the vehicle when the container is ready to be transported to a Solid Waste Management Facility.

1.80 **Rubbish** shall mean waste material (other than Garbage, Yard Trash, and Bulk Waste) resulting from normal housekeeping activities on Residential Property. Rubbish includes but is not limited to discarded trash, rags, sweepings, packaging, Recyclable Materials that are not source separated, and similar materials.

1.81 **Scheduled Collection Day** shall mean a day when the Contractor is scheduled to provide Collection Service to a Customer for Recyclable Materials or one of the various components of Residential Waste.

1.82 **Service Area** shall mean the unincorporated areas of Lake County that shall be served by the Contractor pursuant to this Agreement.

1.83 **Set Out** shall mean the preparation and placement of Solid Waste and Recyclable Materials for Collection at the Customer's Premises, in accordance with the requirements in this Agreement.

1.84 **Sludge** shall mean the accumulated solids, residues and precipitates generated as a result of waste treatment or processing including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar disposal appurtenances or any other waste having similar characteristics.

1.85 **Solid Waste** shall mean 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, semi-solid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural or governmental operations. Solid Waste includes but is not limited to Biomedical Waste, Bulk Waste, Commercial Waste, Construction and Demolition Debris, Disaster Debris, Electronic Equipment, Garbage, Hazardous Waste, Land Clearing Debris, Radioactive Waste, Recyclable Materials, Residential Waste, Rubbish, Special Waste, Tires, White Goods, and Yard Trash.

1.86 **Solid Waste Management Facility** means any Solid Waste disposal area, volume reduction plant, transfer station, Materials Recovery Facility, or other facility, the purpose of which is resource recovery or the disposal, Recycling, processing, or storage of Solid Waste. The term does not include Recovered Materials processing facilities that meet the requirements of Section 403.7046, Florida Statutes, except the portion of such facilities, if any, which is used for the management of Solid Waste.

1.87 **Source Separated Recyclable Materials** shall mean Recyclable Materials that are separated from the Solid Waste at the location (e.g., Residential Property) where they are generated and then Set-Out for Collection at that location.

1.88 **Special Waste** shall mean Solid Waste that can require special handling and management, including, but not limited to, White Goods, Tires, used oil, lead-acid batteries, Construction and Demolition Debris, ash residue, Electronic Equipment, Hazardous Waste, Biomedical Waste, and Land Clearing Debris.

1.89 **Tipping Fee** shall mean the fee that must be paid for the disposal or processing of a Solid Waste or Recyclable Material.

1.90 **Tires** shall mean discarded automotive, motor vehicle, and trailer tires, including rims, but excluding tires that have an inside diameter of twenty-five (25) inches or greater.

1.91 **Transition Period** shall mean the period of time between the Effective Date and the Commencement Date.

1.92 **Transition Plan** shall mean a document describing in detail the activities that will be undertaken, and the schedule that will be followed, by the Contractor to ensure that the Contractor successfully provides Collection Service in compliance with this Agreement on the Commencement Date.

1.93 **White Goods** shall mean large discarded appliances, including but not limited to refrigerators, ranges, washing machines, clothes dryers, water heaters, freezers, and air conditioners. White Goods must be generated by the Customer at the Customer's Improved Real Property where the White Goods are collected.

1.94 **Yard Trash** shall mean vegetative matter resulting from landscaping maintenance, including but not limited to shrub and tree trimmings, grass clippings, palm fronds, and branches. Yard Trash does not include Land Clearing Debris.

## **SECTION 2: CONTRACTOR'S FRANCHISE**

### **2.1 EXCLUSIVE FRANCHISE FOR RESIDENTIAL COLLECTION SERVICE**

Subject to the conditions and limitations contained in this Agreement, the Contractor is hereby granted an exclusive franchise to provide Residential Collection Service in the Service Area. The Contractor shall have the sole right to provide this Collection Service in the Service Area. The Contractor shall have the sole responsibility for providing this Collection Service in compliance with the requirements set forth in this Agreement.

### **2.2 LIMITATIONS ON THE CONTRACTOR'S FRANCHISE**

This Agreement only grants a franchise for the services and types of Solid Waste that are explicitly addressed herein. No other services or materials are subject to the Contractor's franchise under this Agreement. Among other things, this Agreement does not grant a franchise for the Collection of any Exempt Waste identified in Section 21 of this Agreement.

## **SECTION 3: TERM OF THIS AGREEMENT**

### **3.1 INITIAL TERM OF FRANCHISE AGREEMENT**

This Agreement shall take effect and be binding upon the parties from the Effective Date until the date when this Agreement is terminated or expires. The initial term of this Agreement shall begin on the Effective Date and continue through and including September 30, 2021, unless this Agreement is terminated earlier.

### **3.2 COUNTY'S OPTION TO RENEW THE FRANCHISE**

The County may renew this Agreement for one additional term of three (3) years, unless the Contractor gives written notice to the County Manager that the Contractor is not willing to renew this Agreement and such notice is delivered on or before September 30, 2019. If the County

wishes to renew this Agreement, the County shall give written notice to the Contractor at least one hundred eighty (180) calendar days before the end of the initial term. The renewal term (if any) shall begin on October 1, 2021 and shall continue until September 30, 2024, unless this Agreement is terminated earlier.

## **SECTION 4: THE SERVICE AREA**

### **4.1 DESCRIPTION OF THE SERVICE AREA**

The Service Area is comprised of land located within the unincorporated areas of the County. A general map of the Service Area is provided in **Exhibit 1**. A legal description of the Service Area is contained in **Exhibit 2**.

### **4.2 ADJUSTMENTS TO THE SERVICE AREA**

The boundaries of the Service Area may be adjusted if lands are added to or removed from the County pursuant to an annexation, interlocal agreement, or similar change. In such cases, the rights of the Contractor may be revised in accordance with Section 171.062, Florida Statutes, or other Applicable Laws.

The annexation of lands after the Effective Date may require the Contractor to provide Collection Services in the annexed area or, in the alternative, such area may be served by another Person. In either case, the Contractor shall provide its services to the County (with or without the annexed area) for the Rates established in this Agreement. There shall be no change in the Contractor's Rates if Collection Service in the annexed area is provided by another Person.

## **SECTION 5: CONTRACTOR'S OBLIGATIONS PRIOR TO COMMENCEMENT DATE**

### **5.1 CONTRACTOR'S TRANSITION PLAN**

Contractor shall ensure that there is no disruption in the Collection Service provided to Customers when the Contractor begins to provide its services under this Agreement on the Commencement Date. Accordingly, Contractor shall prepare and provide the Director with a Transition Plan promptly after the Effective Date. At a minimum, the Transition Plan shall demonstrate that the Contractor will have hired and trained the necessary personnel, and procured and prepared the necessary vehicles and equipment, prior to the Commencement Date. The Transition Plan shall explain how and when the Contractor will provide Garbage Carts, Recycling Carts, and other Collection Containers to Customers prior to the Commencement Date. The Transition Plan is subject to the approval of the Director. If requested, the Contractor shall provide additional information to the Director concerning the Transition Plan, revise the plan within thirty (30) calendar days, and resubmit the plan for the Director's approval.

### **5.2 DEADLINES FOR THE CONTRACTOR'S TRANSITION PLANNING**

The Contractor shall provide its Transition Plan to the Director at least one (1) year before the Commencement Date, unless otherwise agreed to by County in the County's sole discretion. At a minimum, the Contractor shall address the following specific performance requirements in the Transition Plan and shall accomplish them no later than the following deadlines:

- 330 days before the Commencement Date (a) Contractor and County shall meet and discuss the Contractor's Transition Plan and any other matters that will help ensure the successful implementation of the Contractor's Transition Plan.
- 300 days before the Commencement Date (b) Contractor shall provide the Director with a Collection Plan, pursuant to Section 23, below, which shall be subject to the approval of the Director. If requested, the Contractor shall provide the Director with a revised Collection Plan, within thirty (30) calendar days after receiving the Director's comments.
- 180 days before the Commencement Date (c) Contractor shall provide the Director with documentation demonstrating that all necessary Collection vehicles, equipment, and Collection Containers have been ordered and will be delivered to Contractor's equipment yard no later than forty-five (45) Days before the Commencement Date.
- 90 days before the Commencement Date (d) Contractor and County shall meet and discuss the status of the Contractor's Transition Plan and its implementation.
- 60 days before the Commencement Date (e) Contractor shall provide the Director with a written safety plan covering all aspects of the Contractor's operations under this Agreement, in compliance with the requirements of Section 22, below. The Contractor also shall provide the Director with a Contingency Plan, pursuant to Section 37.4, below. Further, the Contractor shall confirm in writing that the Contractor has hired the General Manager.
- 30 days before the Commencement Date (f) Contractor shall confirm in writing to the Director that all of the vehicles, equipment and Collection Containers necessary to provide Collection Service have been delivered to the Contractor's equipment yard.
- 15 days before the Commencement Date (g) Contractor shall confirm in writing to the Director that all of the vehicles necessary to provide Collection Service have been registered, licensed, tagged, and equipped, and are ready to perform in compliance with the requirements of this Agreement.
- 10 days before the Commencement Date (h) Contractor shall provide the Director with a vehicle list that identifies the make, model, year, license tag number, and identification number for each Collection vehicle.

- 14 days before the Commencement Date (i) Contractor shall deliver notices and informational materials to all Customers concerning Contractor's Collection Service. The notices and informational materials shall be subject to the Director's approval and shall be delivered in compliance with the requirements in Section 35, below.
- 5 days before the Commencement Date (j) Contractor shall confirm in writing to the Director that: (1) the Contractor has delivered the County-approved notices and informational materials to all of the Customers; (2) Contractor has hired and trained all of the employees needed to provide Collection Service in compliance with the requirements in this Agreement; (3) all of the Contractor's drivers have inspected their Collection routes and confirmed their ability to complete their routes on the Scheduled Collection Days; and (4) the Contractor has delivered or will deliver all of the Garbage Carts and Recycling Carts needed to provide Collection Service in compliance with the schedule in the approved Transition Plan.
- 1 day before the Commencement Date (k) Contractor shall confirm in writing to the Director that it has delivered all of the Garbage Carts and Recycling Carts needed to provide Collection Service in compliance with this Agreement.

## **SECTION 6: GENERAL SCOPE OF CONTRACTOR'S DUTIES**

Subject to the conditions contained herein, the Contractor shall (a) provide a Garbage Cart and a Recycling Cart to each Customer that resides in a single family Dwelling Unit in the Service Area, and each Customer in a Mobile Home Park that will receive Residential Collection Service, (b) provide Residential Collection Service to each Customer in the Service Area, (c) collect all of the Residential Waste generated by each Customer in the Service Area, (d) deliver such waste to a Designated Facility that has been approved by the County, and (e) comply at all times with the requirements in this Agreement.

## **SECTION 7: CONTRACTOR'S SPECIFIC COLLECTION SERVICES**

### **7.1 RESIDENTIAL COLLECTION SERVICE WITH GARBAGE CARTS**

The Contractor shall provide the following Residential Collection Services to each Customer that resides in a single family Dwelling Unit, and to each Customer that resides in a Mobile Home and is entitled to receive Residential Collection Service with Garbage Carts:

- 7.1.1 The Contractor shall collect each Customer's Garbage and Rubbish at the Curbside at least once each week. The Contractor shall provide this service by using automated or semi-automated equipment and Garbage Carts.

- 7.1.2 The Contractor shall collect each Customer's Recyclable Materials at the Curbside at least once each week. The Contractor shall provide this service by using automated or semi-automated equipment and Recycling Carts. The Contractor shall collect a Customer's Recyclable Materials on the same day that the Contractor collects that Customer's Garbage and Rubbish.
- 7.1.3 The Contractor shall collect each Customer's Yard Trash at the Curbside at least once each week.
- 7.1.4 The Contractor shall offer to collect, and upon request shall collect, each Customer's Bulk Waste at the Curbside at least once each week.
- 7.1.5 Except as otherwise provided herein, the Contractor shall collect all of the Garbage, Rubbish, Yard Trash, Bulk Waste, and Recyclable Materials that are Set Out by each Customer.
- 7.1.6 The Contractor shall collect all of the Garbage and Rubbish that is Set Out by a Customer in the Customer's Garbage Cart(s). During the first week after a Holiday, the Contractor also shall collect all of the Garbage and Rubbish that is Set Out by a Customer in Plastic Bags and Garbage Cans. If a Customer Sets Out Garbage and Rubbish in Plastic Bags or Garbage Cans at other times, the Contractor may leave the Plastic Bags and Garbage Cans at Curbside, but if the Contractor does, the Contractor shall place a Non-Collection Notice on the Plastic Bags and Garbage Cans, and the Contractor shall comply with Section 15.6, below.
- 7.1.7 The Director may make exceptions to the requirements set forth in this section in cases where unusual circumstances exist. If such an exception is made, the Contractor and County may agree to additional compensation if the Contractor can demonstrate that the exception causes the Contractor to incur additional cost.

## **7.2 RESERVED**

## **7.3 RESIDENTIAL COLLECTION SERVICE FOR RECYCLABLE MATERIALS**

The Contractor shall collect all of the Source Separated Recyclable Materials that are Set-Out by Customers in Recycling Carts. Source Separated Recyclable Materials include newspaper, cardboard, paper, other similar fiber products, ferrous and nonferrous cans and beverage containers, plastic bottles and containers (Nos. 1 through 7), glass bottles and containers, and other Recyclable Materials as designated by the Director.

## **7.4 RESIDENTIAL COLLECTION SERVICE FOR YARD TRASH**

The Contractor shall collect items of Yard Trash that are not more than four feet (4') in length, six inches (6") in diameter, or fifty (50) pounds in weight, that is Set Out by each Customer. Yard Trash may be Set Out at Curbside in Garbage Cans, biodegradable bags, or Plastic Bags. Yard Trash also may be tied, bundled, or stacked in piles at Curbside. If the Yard Trash is Set Out in Plastic Bags, the Contractor shall remove the Yard Trash from the Plastic Bags at Curbside, before the Contractor places the Yard Trash in the Contractor's Collection vehicle. The Plastic Bags shall be recycled or disposed of separately from the Yard Trash.

## **7.5 RESIDENTIAL COLLECTION SERVICE FOR BULK WASTE**

7.5.1 The Contractor shall provide Collection Service for Bulk Waste within three (3) Days after the Contractor receives a Customer's request for such service. If a Customer Sets Out its Bulk Waste before the Customer requests Collection Service, the Contractor shall collect the Bulk Waste as expeditiously as possible after the Contractor becomes aware that the Bulk Waste has been Set Out for Collection. The Contractor shall require its drivers to promptly notify the Field Supervisor whenever the drivers observe Bulk Waste on a Collection route. The Contractor shall collect the Bulk Waste within three (3) Days after the Field Supervisor is notified by the Contractor's drivers or the Director to provide Collection Service.

7.5.2 If a Customer Sets Out more than three (3) cubic yards of Bulk Waste for Collection, the Contractor shall collect at least three (3) cubic yards of the Customer's Bulk Waste, but the Contractor may leave the remainder. If the Contractor elects to leave some of the Bulk Waste, the Contractor shall place a Non-Collection Notice on the remaining materials or on the Customer's door knob, in accordance with Section 15, below.

## **7.6 RESIDENTIAL COLLECTION SERVICE FOR CONSTRUCTION AND DEMOLITION DEBRIS**

If a Customer places Construction and Demolition Debris at the Curbside or next to the Contractor's Mechanical Container, the Contractor shall collect the Construction and Demolition Debris in the same manner as Bulk Waste, as provided in Section 7.5, above. However, the Contractor is not required to collect more than two (2) cubic yards of Construction and Demolition Debris per Customer per month.

## **7.7 RESIDENTIAL COLLECTION SERVICE FOR EXCESS AND OVERSIZED MATERIALS**

This Agreement does not authorize the Contractor to collect: (a) Bulk Waste that exceeds three (3) cubic yards; (b) Construction and Demolition Debris that exceeds two (2) cubic yards; (c) Land Clearing Debris; and (d) items of Yard Trash that are more than four feet (4') in length, six inches (6") in diameter, or fifty (50) pounds in weight. The Contractor shall obtain a non-exclusive franchise from the County before the Contractor collects these materials. The non-exclusive franchise shall govern the Collection of such materials, including the billing and collection of Contractor's fees for providing these services.

## **7.8 RESIDENTIAL COLLECTION SERVICE FOR HANDICAPPED CUSTOMERS**

The Contractor shall provide Back Door Service to a handicapped Customer, if (a) the Customer provides the Director with proof of their handicapped status in compliance with Section 320.0848(1)(b), Florida Statutes, (b) the Customer certifies to the Director that no able-bodied Person resides with the Customer, and (c) the Director instructs the Contractor to provide Back Door Service. The Contractor shall not charge or collect any additional fees for providing Back Door Service in compliance with this section.

## **SECTION 8: HOURS AND DAYS OF CONTRACTOR'S COLLECTION SERVICES**

- 8.1 The Contractor shall provide Collection Service to Customers from Monday through Friday.
- 8.2 The Contractor shall not provide Collection Service to Customers on Saturdays, Sundays, or Holidays, unless the Contractor is responding to a complaint or an emergency. Saturday collection may also be allowed due to a holiday pursuant to Section 9.3, below.
- 8.3 The Contractor may provide Collection Service on the first Saturday following a Holiday.
- 8.4 The Contractor shall not provide Residential Collection Service before 6:00 a.m. nor after 6:00 p.m.
- 8.5 If the County receives complaints about the noise or disturbance caused by the Contractor's Collection Service at a particular location, the Director may restrict the times for the Contractor's Collection Services at that location, without increasing the Contractor's Rates.
- 8.6 Notwithstanding anything else contained herein, the hours and days of Collection Service may be extended or modified when (a) such change is requested by the Contractor and approved in advance by the Director and (b) when the Director determines that such change is necessary or otherwise appropriate.

## **SECTION 9: SCHEDULES AND ROUTES FOR COLLECTION SERVICE**

### **9.1 SCHEDULES AND ROUTES**

The Contractor shall establish Collection routes and schedules that satisfy the requirements of this Agreement and maximize the efficiency of the Contractor's operations. The routes established under this Agreement shall be separate from the routes the Contractor uses for the Collection of (a) Commercial Waste and (b) Solid Waste generated outside of the Service Area (e.g., in an incorporated area or another county). The Contractor's schedule shall identify the Scheduled Collection Day for Garbage and Rubbish, Recyclable Materials, and Yard Trash, respectively, for each Customer. The Contractor shall submit its proposed Collection routes and schedules to the Director as part of the Contractor's Collection Plan. The proposed Collection routes and schedules shall be subject to the Director's approval. After approval is granted, the Contractor shall provide Collection Service in accordance with the approved routes and schedules in the Collection Plan. Notwithstanding anything else contained in this Section 9.1, the Director may approve a waiver of the requirements in this Section 9.1 if the Contractor demonstrates to the Director's satisfaction that a waiver is in the public interest.

### **9.2 SCHEDULED COLLECTION DAY FOR RECYCLABLE MATERIALS**

The Scheduled Collection Day for the Collection of a Customer's Recyclable Materials shall be the same day that is scheduled for the Collection of the Customer's Garbage and Rubbish.

### **9.3 HOLIDAY SCHEDULES**

When a Customer's Scheduled Collection Day for Garbage falls on a Holiday, the Contractor shall collect the Customer's Garbage on the first Day after the Scheduled Collection Day. Additionally, all of the Scheduled Collection Days shall be shifted back one Day during the first week following a Holiday. For example, if a Holiday occurs on Monday, Customers that normally receive Collection Service on Monday will not receive Collection Service until Tuesday, and every other Scheduled Collection Day that week will occur one day later than normal. Under these circumstances, Customers that normally receive Collection Service on Friday will not receive Collection Service until Saturday. This approach also shall be used when the Contractor is collecting other types of Residential Waste immediately after a Holiday. Notwithstanding the foregoing, the Contractor may request the Director's approval to follow an alternate schedule when providing Collection Service immediately before or after a Holiday.

## **SECTION 10: CHANGES TO COLLECTION SCHEDULES AND ROUTES**

### **10.1 NO CHANGES WITHOUT DIRECTOR'S APPROVAL.**

After the Commencement Date, the Contractor shall not change a Collection route, a Collection schedule, or the method of providing Collection Service until the Contractor receives the Director's written approval for the proposed change. The Contractor shall submit to the Director a description of all proposed route, schedule, and operational changes at least thirty (30) calendar days prior to the implementation of such changes.

### **10.2 PUBLIC NOTICE OF CHANGES**

If the Director approves a change in the Contractor's schedules and/or routes, the Contractor shall provide all affected Customers with a written notice of the change and shall comply with the requirements in Section 35, below. The notice shall be delivered on at least two (2) different days and both notices shall be delivered at least ten (10) calendar days prior to such change, unless a different schedule for the notice is authorized by the Director.

### **10.3 NOTICE OF TEMPORARY DELAYS**

The Contractor shall inform the Director about any event (e.g., disabled trucks, accidents, or shortage of staff) that will cause delays in the Contractor's normal Collection Schedule within two (2) hours of the event.

### **10.4 NO DELAYS EXCUSED FOR FLUCTUATIONS IN SOLID WASTE QUANTITIES**

The quantity of Solid Waste generated in the County may fluctuate during each Agreement Year and from year-to-year. These fluctuations will not justify or excuse a failure by the Contractor to provide Collection Service in compliance with the approved schedules and routes. The Contractor is responsible for the timely Collection of all of the Solid Waste and Recyclable Materials that are Set Out on the scheduled routes on the Scheduled Collection Days, subject to the conditions herein, regardless of any fluctuations in the amount of material that is Set Out.

## **SECTION 11: RESERVED**

## **SECTION 12: THE CUSTOMER LIST**

- 12.1 The County shall prepare a Customer List, which identifies each parcel of Residential Property that is entitled to receive Residential Collection Service from the Contractor pursuant to this Agreement. No later than ninety (90) calendar days before the Commencement Date, the County shall provide its preliminary Customer List to the Contractor. The preliminary Customer List shall be based on the County's Assessment Roll, subject to any additions or deletions deemed appropriate by the County. No later than thirty (30) calendar days after the Commencement Date, the Contractor shall provide the Director with any additions, deletions, or other revisions to the Customer List.
- 12.2 The Contractor shall have an affirmative duty to help ensure that the Customer List is accurate at all times. The Contractor shall notify the County within five (5) Days if the Contractor begins to provide Collection Service to a parcel of Improved Property that is not on the Customer List. The Contractor also shall notify the County within five (5) Days if the Contractor identifies a parcel of Improved Property that should be added to or deleted from the Customer List.
- 12.3 The County shall notify the Contractor promptly after a Certificate of Occupancy is issued by the County for Residential Property in the Service Area. After receiving this notification, the Contractor shall provide Collection Service to such property on the next Scheduled Collection Day, except as otherwise provided herein.
- 12.4 The County shall notify the Contractor if the County wants the Contractor to terminate its Collection Service to a parcel of Improved Property. The Contractor shall terminate its Collection Service immediately after receiving the County's notice.
- 12.5 The County shall provide the Contractor with an updated Customer List on or before the twenty-fifth (25<sup>th</sup>) Day of each month.

## **SECTION 13: PROPER COLLECTION PROCEDURES FOR CONTRACTOR**

- 13.1 Contractor shall thoroughly empty Collection Containers and return them in an upright position to the location where they were placed by the Customer. After the Contractor empties a Collection Container that has a lid, the Contractor shall place the lid back on top of the Collection Container and close it securely. This requirement applies to the lids on all Garbage Cans, Garbage Carts and Recycling Carts.
- 13.2 Contractor shall handle Collection Containers carefully and in a manner to prevent damage. Garbage Cans, Garbage Carts, Recycling Containers, and their respective lids shall not be tossed or thrown by the Contractor.
- 13.3 The Contractor shall provide Collection Service with as little noise and disturbance as possible.
- 13.4 The Contractor shall be responsible for the proper handling of the White Goods and Electronic Equipment that the Contractor collects. The Contractor shall take appropriate steps to minimize the release of Freon, coolants, and other similar materials from the White Goods.
- 13.5 The Contractor shall not crush or compact any White Goods or Electronic Equipment that the Contractor collects, if such materials are Set Out separately for Collection.

## **SECTION 14: RESTRICTIONS ON COLLECTION OF MIXED LOADS**

- 14.1 During the Collection process, Garbage and Rubbish may be combined by the Contractor.
- 14.2 During the Collection process, each one of the following materials shall be handled separately by the Contractor, and the Contractor shall not combine them with any other type of material: Source Separated Recyclable Materials, Yard Trash, Electronic Equipment, and other types of Bulk Waste. If necessary, the Director may designate other materials that shall be handled separately under this Agreement. However, the Contractor shall have no obligation to separate any of these materials if the Customer placed them in a Collection Container with Garbage or other types of Solid Waste.
- 14.3 During the Collection process, the Contractor shall not combine Residential Waste collected in the Service Area with Solid Waste or other materials collected outside of the Service Area.
- 14.4 During the Collection process, the Contractor shall not combine Residential Waste collected in the Service Area with Commercial Waste or any other material.
- 14.5 The Contractor shall not collect Source Separated Recyclable Materials with a vehicle that is used for the Collection of Solid Waste.
- 14.6 Notwithstanding the foregoing, the County Manager may grant relief from all of the restrictions in this Section 14, and thus allow the Contractor to combine different types of Solid Waste and Recyclable Materials, if the County Manager determines that this practice will be in the public interest. In such cases, the Contractor shall file a petition with the County Manager, describing the specific procedures that will be established to properly account and pay for the management of the mixed materials. The County Manager may grant or deny the petition, in his or her sole discretion.

## **SECTION 15: NON-COLLECTION PROCEDURES**

- 15.1 The Contractor shall place a Non-Collection Notice on a Customer's Collection Container if the Contractor decides that the Contractor will not collect the Customer's waste because the waste was not Set Out in compliance with the applicable requirements. If the Contractor does not place a Non-Collection Notice on the Customer's Collection Container or waste, the Director may require the Contractor to return to the Customer's Premises promptly and collect the waste. If the Director notifies the Contractor before 12 p.m. (noon), the Collection shall be completed before the end of the day. If the Director notifies the Contractor after noon, the Collection shall be completed before noon on the next day.
- 15.2 The Contractor is responsible for determining whether a Customer's Recycling Container contains Non-Conforming Material or excessively contaminated Recyclable Materials. The Contractor may leave Non-Conforming Material and excessively contaminated Recyclable Materials in the Recycling Container, and if the Contractor does, the Contractor shall immediately place a Non-Collection Notice on the container, explaining why the material was not collected.

- 15.3 The Contractor shall not collect Residential Waste from a Customer if the Contractor believes the Residential Waste contains Hazardous, Radioactive, or Biomedical Waste. In such cases, the Contractor shall place a Non-Collection Notice on the Collection Container, take photographs of the improper waste (if possible), and immediately notify the Field Supervisor. If the generator of such waste is unknown, the Contractor shall work with the Director to identify the generator and identify an appropriate method to remove and dispose of the waste in a lawful manner.
- 15.4 If a Collection Container is temporarily inaccessible, the Contractor shall provide Collection Service later the same day, whenever feasible. If it is not feasible, the Contractor shall leave a Non-Collection Notice and provide Collection Service on the next day.
- 15.5 If the Contractor leaves Residential Waste at the Curbside because a Customer places such waste outside of a Garbage Cart more frequently than is allowed by Section 7.1.6 of this Agreement, the Contractor's Non-Collection Notice to the Customer shall be supplemented with educational materials concerning Recycling. If a Customer routinely places Residential Waste outside of their Garbage Cart, the Contractor shall notify the Director, who shall determine whether the Customer needs to purchase an additional Garbage Cart.
- 15.6 The design and content of the Non-Collection Notices shall be developed by the Contractor, but shall be subject to the approval of the Director. At a minimum, the Non-Collection Notices shall contain the following information: the issuance date; the Contractor's reason for not providing Collection Service; information advising the Customer how to correct the problem; and the telephone number to call if the Customer has any questions for the Contractor.

## **SECTION 16: PROCEDURES FOR MISSED COLLECTIONS**

If the Director or a Customer notifies the Contractor about a Missed Collection, the Contractor shall promptly return to the Customer's Premises and collect all of the Residential Waste that has been Set Out for Collection. If the Contractor is notified before 12 p.m. (noon), the Collection shall be completed before the end of that day. If the Contractor is notified after noon, the Collection shall be completed before noon on the next day.

## **SECTION 17: PROTECTION OF PRIVATE AND PUBLIC PROPERTY**

- 17.1 The Contractor's employees shall not trespass on private property, except and only to the extent necessary to provide Collection Service in compliance with this Agreement. The Contractor's employees shall follow the sidewalk for pedestrians and shall not cross a Customer's property to an adjoining property, unless the occupants or owners of both properties have given permission. The Contractor's employees shall not loiter on or meddle with any property of any other Person.
- 17.2 The Contractor's employees shall not damage any public or private property, including but not limited to roads, driveways, sidewalks, utilities, trees, flowers, shrubs, grass, and Collection Containers.
- 17.3 The Contractor shall not damage trees in the County. Among other things, the Contractor shall not drive large vehicles on narrow streets, or drive tall vehicles under overhanging limbs, where the vehicles will break or damage the tree limbs. The Contractor also shall not damage tree trunks or roots when collecting Yard Trash or other materials.

- 17.4 The Contractor shall promptly restore the soil and grade at any location where the Contractor's Collection of Yard Trash or other material creates a depression that is six (6) inches or more below the surrounding grade (e.g., Collection of Yard Trash with a "claw" truck or clamshell bucket). The Contractor shall fill such depressions and restore the grade to match the surrounding area.
- 17.5 The Contractor shall be solely responsible for all damages, costs, and liabilities associated with the repair, restoration, or replacement of any property that has been damaged by the Contractor's equipment, employees, or agents. The Contractor shall promptly investigate and respond to any claim concerning property damage. If the Director or a Customer notifies the Contractor before 12 p.m. (noon) concerning any such damage, the Contractor shall investigate and respond to the Director and Customer before the end of that day. If the Director or a Customer notifies the Contractor after noon, the Contractor shall investigate and respond to the Director and Customer before noon on the next day. The Contractor shall promptly repair any damage within three (3) Days, unless the Contractor requests and the Director grants approval of an extension of time. The County's approval shall not be unreasonably withheld. Any disputes concerning the Contractor's obligations for the repair of property damages shall be resolved by the Director. In all cases, the Contractor shall be required to restore the public or private property to a condition that is at least equal to the condition that existed before the damage occurred.

## **SECTION 18: CONTRACTOR'S ACCESS TO STREETS AND COLLECTION CONTAINERS**

- 18.1 Except as otherwise provided herein, the Contractor shall have the right to use the public roadways in the County.
- 18.2 The Contractor shall use suitable vehicles and equipment, as necessary, to provide Collection Service on narrow and dead-end streets, unpaved streets, private roads, and other areas where access is limited.
- 18.3 The Contractor's vehicles shall not enter or drive upon any private driveways or Improved Property, to turn around or for any other purpose, unless the Contractor has received the owner's prior written permission to do so.
- 18.4 Contractor's vehicles shall not unreasonably interfere with vehicular or pedestrian traffic. Contractor's vehicles shall not be left standing on streets and alleys unattended.
- 18.5 The County reserves the right to deny the Contractor's vehicles access to certain streets, alleys, bridges and roadways when the County is repairing such areas or the County otherwise determines it is in the public's best interest. The County shall provide the Contractor with reasonable notice of such denial so that the County's action does not unduly interfere with the Contractor's normal operations.
- 18.6 If the Contractor cannot provide Collection Service to a Customer because a public or private street is temporarily closed to vehicular traffic, the Contractor shall return no later than the next day to provide service to the Customer. If the street is still closed at that time, Contractor shall provide Collection Service to the Customer on the next Scheduled Collection Day.
- 18.7 If access to a street, alley, bridge, or public or private roadway becomes impassable or if access is denied for any reason, the Contractor shall work with the Customer to determine a mutually

acceptable location for the Collection of the Customer's Waste. If a mutual agreement cannot be reached, the Contractor shall provide Collection Service from the nearest public roadway that is accessible by the Contractor's Collection vehicle, or another location specified by the Director.

- 18.8 If the Contractor encounters a Customer or situation (e.g., dogs; narrow streets; electrical wires) that prevents the Contractor from gaining the access needed to provide the Collection Service required in this Agreement, and the Contractor is unable to resolve the issue with the Customer, then the Contractor shall report the problem to the Director and the Director shall resolve the problem. The Director may require the Contractor or the Customer to take such action as the Director deems necessary and appropriate.

## **SECTION 19: THE COUNTY'S DESIGNATED FACILITIES**

- 19.1 The Contractor shall deliver all of the Residential Waste collected pursuant to this Agreement to a Designated Facility.

- 19.2 The Designated Facility for Garbage and Rubbish is the:

**HEART OF FLORIDA ENVIRONMENTAL FACILITY  
CLASS I DISPOSAL SITE  
1032 CR 529A  
PANASOFFKEE, FLORIDA 33538**

- 19.3 The Designated Facility for Yard Trash is the:

**LAKE COUNTY CENTRAL LANDFILL FACILITY  
13130 COUNTY LANDFILL ROAD  
TAVARES, FLORIDA 32778**

- 19.4 The Designated Facility for Source Separated Recyclable Materials shall be any fully licensed and permitted Materials Recovery Facility where such materials will be Recycled.
- 19.5 The Designated Facilities for White Goods are (a) the County's Central Landfill Facility and (b) any fully licensed and permitted Materials Recovery Facility where the White Goods will be Recycled. At its option, the Contractor may deliver White Goods to any of these Designated Facilities.
- 19.6 The Designated Facilities for Bulk Waste shall include any fully licensed and permitted Solid Waste Management Facility where such waste is accepted for Recycling or disposal.
- 19.7 Before the Contractor delivers any Residential Waste to one of the Solid Waste Management Facilities generically described in Sections 19.4, 19.5, or 19.6, above, the Contractor shall request and receive the Director's written approval of the specific facility that the Contractor intends to use.
- 19.8 When the Contractor delivers Garbage, Rubbish, Yard Trash, or Bulk Waste to a Designated Facility, the Contractor shall tell the scale house operator whether the Contractor is delivering such material on behalf of the County or on behalf of another Person. The Contractor shall use its best efforts to ensure that the scale house operator is properly informed so that the Disposal Facility will charge the County only for Solid Waste that is delivered for the County pursuant to this Agreement. The Contractor shall not tell the scale house operator to charge the County for

the disposal of any Solid Waste that (a) was generated outside of the Service Area, (b) generated by a Person that is not a Customer under this Agreement, or (c) otherwise was not collected pursuant to the requirements in this Agreement.

- 19.9 If necessary, and upon direction of the County, the Contractor shall deliver Garbage and Rubbish to an alternate facility. If so directed, the Contractor shall charge the rates for such alternate facility as set forth in **Exhibit E**.

## **SECTION 20: SPILLAGE AND LITTER BY CONTRACTOR**

- 20.1 Contractor shall not cause or allow any Solid Waste, liquid, or other material to be spilled, released, or otherwise dispersed in the County as a result of the Contractor's activities.
- 20.2 Contractor shall immediately pick up any spillage from Collection Containers that is caused by the Contractor.
- 20.3 When hauling or transporting any material over public roads in the County, the Contractor shall use a covered or enclosed vehicle or other device to prevent the material from falling, blowing, or escaping from the vehicle. If Solid Waste or any other material escapes from or is scattered by Contractor's vehicle for any reason, Contractor shall immediately pick up such material.
- 20.4 Contractor's vehicles shall not release or cause litter in violation of the Florida Litter Law (Section 403.413, Florida Statutes) or the Ordinances. If litter is released or falls from Contractor's vehicle for any reason, the Contractor shall immediately stop the vehicle and retrieve the litter.
- 20.5 The Contractor shall immediately clean up any oil, hydraulic fluid, or other liquid that leaks or spills from Contractor's vehicles. The Contractor also shall repair any associated damage.
- 20.6 If the Director or a Customer notifies the Contractor before 12 p.m. (noon) that the Contractor has caused litter, or caused a leak or spill of Solid Waste, oil, hydraulic fluid, or other liquids or materials, the Contractor shall clean-up the liquids and materials before the end of the day. If the Director or a Customer notifies the Contractor after noon, the Contractor shall clean-up the liquid or material before noon on the next Day.

## **SECTION 21: EXEMPT WASTES**

The following types of Exempt Waste are not subject to the Contractor's exclusive franchise under this Agreement. These Exempt Wastes may be collected and taken to a licensed disposal site or Materials Recovery Facility by the owner or occupant of the Improved Property where the Exempt Waste is generated, or by their agent, at the owner's or occupant's expense.

- 21.1 Land Clearing Debris.
- 21.2 Construction and Demolition Debris, except as provided in Section 7.6, above.
- 21.3 Rubbish, Yard Trash, and Bulk Waste generated by a builder, building contractor, privately employed handyman service, Commercial Lawn Care Company, or plant nursery.
- 21.4 Recovered Materials.

- 21.5 Solid Waste and Source Separated Recyclable Materials generated on Commercial Property.
- 21.6 Any Source Separated Recyclable Material that is not recycled at the Materials Recovery Facility used by the Contractor.
- 21.7 Solid Waste and by-products from an industrial process.
- 21.8 Liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.
- 21.9 Trash and debris associated with farming operations.
- 21.10 Wrecked, scrapped, ruined or dismantled motor vehicles or motor vehicle parts, including used oil, Tires (except as otherwise provided herein), and lead-acid batteries.
- 21.11 Boats, boat motors, and boat trailers.
- 21.12 Disaster Debris.
- 21.13 Hazardous, Biomedical, Radioactive, and Extraordinary Waste.
- 21.14 Sludge.
- 21.15 Materials and wastes similar to those listed above, when designated by the Director.

## **SECTION 22: THE CONTRACTOR'S SAFETY PROGRAM**

- 22.1 The Contractor shall develop, implement and maintain a written safety plan for all of its operations under this Agreement. The safety plan shall comply with the requirements in OSHA and similar Applicable Laws. A written copy and an electronic copy of the safety plan shall be provided to the Director for informational purposes. The County's receipt of the safety plan shall not constitute the County's approval of the plan or the County's acquiescence concerning the appropriateness of such plan. The Contractor shall comply with its safety plan at all times.
- 22.2 The Contractor shall appoint an employee who is qualified and authorized, as defined by OSHA, to supervise and enforce safety compliance.
- 22.3 The Contractor shall provide routine safety training to all of its employees, in compliance with OSHA and all Applicable Laws. Refresher courses and supplemental training shall be provided as necessary. Documentation of the Contractor's training programs, and the successful training of each employee, shall be maintained on file and shall be provided to the Director upon request.
- 22.4 The Contractor shall follow all OSHA regulations and Applicable Laws regarding personal protective equipment.
- 22.5 The Contractor's employees shall be trained and instructed to drive in a safe, defensive manner. Among other things, the drivers of the Contractor's Collection vehicles shall be instructed that they shall not "text" or talk on their telephones while they are driving a Collection vehicle that is moving.

- 22.6 A written procedure shall be established for the immediate removal to a hospital or a doctor's care of any employee or other Person that is injured and requires medical assistance.
- 22.7 Contractor shall regularly update its safety plan to reflect any changes in Contractor's operations. The Contractor shall deliver an updated safety plan to the Director with the Contractor's annual report, pursuant to Section 34.4, below.

### **SECTION 23: THE CONTRACTOR'S COLLECTION PLAN**

- 23.1 The Contractor shall prepare a Collection Plan that describes in detail how the Contractor will provide Collection Service in compliance with the requirements in this Agreement. At a minimum, the Collection Plan shall identify and describe the vehicles, equipment, personnel, routes, and schedules the Contractor will use for each type of Collection Service. The Collection Plan shall include a legible map for each Collection route, identifying the days when Collection Service will be provided, the starting and ending points for the route, and the type of Collection Service that will be provided on the route on each Scheduled Collection Day.
- 23.2 The Collection Plan shall identify each Designated Facility that will receive the materials collected by the Contractor pursuant to this Agreement.
- 23.3 The Collection Plan shall identify the procedures that will be used by the Contractor to ensure that the County does not pay for the Collection, disposal, or Recycling of Solid Waste or other materials that the Contractor collects from a Person that is not a Customer (e.g., a Person that generates Commercial Waste or resides outside of the Service Area). Among other things, the Collection Plan shall identify the procedures that will be used by the Contractor to ensure that each Designated Facility is fully informed whenever the Contractor delivers Solid Waste or other material for which the Contractor, rather than the County, must pay the applicable Tipping Fee.
- 23.4 The Collection Plan shall include the manufacturer's specification sheets for the Collection Containers provided by the Contractor under this Agreement.
- 23.5 The Collection Plan shall describe the procedures that will be followed by the Contractor to determine whether a Customer is placing Garbage and Rubbish outside of the Customer's Garbage Cart more frequently than is allowed pursuant to Section 7.1.6, above.
- 23.6 The Collection Plan shall describe the procedures that will be followed by the Contractor to ensure the County is promptly notified about each Customer using more than one Garbage Cart for the disposal of Solid Waste. At a minimum, the Contractor shall provide the Director with the name, address, and telephone number of any Customer that purchases a Garbage Cart from the Contractor pursuant to Section 39.7, below. The Contractor also shall require its drivers to notify the Field Supervisor promptly, and the Contractor shall notify the Director within three (3) Days, if a driver sees more than one Garbage Cart at a Customer's Premises.
- 23.7 An updated Collection Plan shall be submitted to the Director whenever the Contractor proposes changes to the Collection Plan.
- 23.8 The Collection Plan and all revisions to the plan are subject to the Director's prior written approval.

## **SECTION 24: OWNERSHIP OF SOLID WASTE AND RECYCLABLE MATERIALS**

Solid Waste belongs to the Person generating such waste, until it is discarded by that Person (i.e., the generator) and collected by the Contractor. When the Contractor collects Residential Waste on behalf of the County, title to the Residential Waste shall pass to the County. Nonetheless, the Contractor shall be solely responsible and liable for the proper handling and lawful management of the Residential Waste until it is delivered to and accepted by a Solid Waste Management Facility. Upon acceptance, title to the Residential Waste shall pass to the owner and operator of such facility.

Source Separated Recyclable Materials shall belong to the generator until they are discarded by the generator and collected by the Contractor. When the Contractor collects the Source Separated Recyclable Materials on behalf of the County, title to such materials shall pass to the Contractor. The Contractor shall be solely responsible and liable for the proper handling and lawful management of the Source Separated Recyclable Materials, until they are accepted at a Materials Recovery Facility for Recycling.

## **SECTION 25: RESERVED**

## **SECTION 26: SET OUT PROCEDURES FOR CUSTOMERS**

The procedures and requirements established in this Section 26 shall be followed by the Contractor's Customers. However, the Contractor shall collect a Customer's Solid Waste, even if the Customer fails to comply with one or more of the requirements in this Section 26, unless (a) the Director concurs in advance that the Contractor does not need to provide Collection Service to the Customer or (b) the Contractor places a Non-Collection Notice on the Customer's Collection Container and complies with the requirements in Section 15, above. The requirements in the County's Ordinances, including but not limited to Chapter 21 of the Lake County Code, shall supplement the requirements contained herein.

- 26.1 Garbage and other putrescible waste shall not be collected, stored, or Set Out in an open, uncovered box, bag, or Collection Container.
- 26.2 Source Separated Recyclable Materials shall be Set Out in a Recycling Container. Source Separated Recyclable Materials shall not be placed in the same Collection Container with Solid Waste.
- 26.3 Source Separated Recyclable Materials shall not be Set Out in a Plastic Bag.
- 26.4 Customers shall not overfill a Collection Container. The lid on a Collection Container shall be closed securely.
- 26.5 A Customer shall not place their Solid Waste in another Person's Collection Container, unless they have received prior approval to do.
- 26.6 A Customer shall only Set Out for Collection the Solid Waste that the Customer generated. A Customer shall not Set Out for Collection any Solid Waste that was generated by another Person.
- 26.7 A Customer's Solid Waste shall be Set Out for Collection on the Premises where the Solid Waste was generated.

- 26.8 Subject to the other limitations contained herein, a Customer may Set Out the Rubbish, Yard Trash, and Bulk Waste that was generated by a builder, building contractor, privately employed handyman service, Commercial Lawn Care Company, or plant nursery on the Customer's Residential Property while such Person was working for the Customer, but a Customer shall not Set Out such materials if they were generated on any other property, even if the other property is owned by the Customer.
- 26.9 A Customer shall not Set Out Solid Waste for Collection on property that is not owned or occupied by the Customer, unless the Customer has received the prior approval of the owner or occupant of such property.
- 26.10 Garbage Cans may be used to Set Out Yard Trash.
- 26.11 Garbage Carts and Recycling Carts shall not be loaded in excess of one hundred fifty (150) pounds or the cart's rated capacity (as shown on the lid of the cart), whichever is less. Garbage Cans shall not be loaded with more than fifty (50) pounds of material.
- 26.12 Plastic Bags shall not be loaded in excess of fifty (50) pounds or their rated capacity, whichever is less.
- 26.13 If the Customer and Contractor cannot agree upon an appropriate location to Set Out a Collection Container or non-containerized waste, the Director shall mediate the dispute and designate the point of Collection.
- 26.14 When necessary to carry out the purpose and intent of this Agreement, the Director may authorize the placement of a Collection Container off of the Customer's Premises. However, public rights-of-way may be used only in circumstances where the placement of the Collection Container will not interfere with or obstruct the primary purpose of the right-of-way.
- 26.15 Each Customer shall Set Out their Garbage and Rubbish in a Garbage Cart. However, if a Customer's Garbage Cart is full during the week immediately following a Holiday, the Customer may place Plastic Bags or Garbage Cans of excess waste next to their Garbage Cart, subject to the limitations in Section 7.1.6, above. If a Customer places waste outside of their Garbage Cart at other times, the Director may require the Customer to purchase another Garbage Cart and pay additional disposal fees.
- 26.16 Any Garbage Can used by a Customer shall: be constructed and maintained so as to prevent intrusion by water and animals; have a cover or lid that is free from sharp edges; and not have inside structures or obstructions that prevent the free discharge of the container's contents.
- 26.17 Customers are encouraged but not required to place Yard Trash in a Garbage Can. Leaves, twigs, and other small pieces of Yard Trash should be placed in a biodegradable bag or Plastic Bag. A Customer may, but is not required, to tie Yard Trash in a bundle. If Yard Trash is not placed in a Collection Container, it shall be stacked neatly in a pile at Curbside.
- 26.18 Yard Trash that is Set Out for Collection at Curbside shall not include any piece of material that is more than four feet (4') in length, six inches (6") in diameter, or fifty (50) pounds in weight.
- 26.19 Source Separated Recyclable Materials shall be Set Out for Collection in a Recycling Cart.

- 26.20 Each Customer shall place their Garbage, Rubbish, Yard Trash, and Source Separated Recyclable Materials at the Curbside prior to 6:00 a.m. on the Scheduled Collection Day(s) for such materials.
- 26.21 A Customer shall call the Contractor and schedule a time for the Collection of Bulk Waste. A Customer shall not Set Out Bulk Waste for Collection until the day before the Scheduled Collection Day.
- 26.22 Any carpet Set Out for Collection at Curbside shall be rolled and tied or otherwise bound. Carpet that is Set Out for Collection shall not weigh more than fifty (50) pounds.

## SECTION 27: COLLECTION CONTAINERS

### 27.1 PURCHASE AND OWNERSHIP OF CONTAINERS

- 27.1.1 Garbage Cans, Plastic Bags, and Biodegradable Bags – Each Customer shall purchase and provide the Garbage Cans, Plastic Bags, and biodegradable bags, if any, that the Customer uses. Garbage Cans shall remain the property of the Customer.
- 27.1.2 Recycling Bins – Recycling Bins previously were purchased and distributed to the Customers in the Service Area. These Recycling Bins are and shall remain the property of the County.
- 27.1.3 Garbage Carts and Recycling Carts –The Contractor shall purchase and assemble all of the Garbage Carts and Recycling Carts that the Contractor provides under this Agreement.

Before October 1, 2014, the Contractor shall purchase, assemble, and deliver one new Garbage Cart and one new Recycling Cart to each Customer in the Service Area. The Garbage Cart shall have a capacity of approximately ninety-six (96) gallons and the Recycling Cart shall have a capacity of approximately sixty-four (64) gallons, except when the Director requests the Contractor to provide a smaller size cart to the Customer(s) i.e. thirty-five (35) gallons. Each of the carts shall be equipped with a Radio Frequency Identification (“RFID”) chip so that the location and usage of the cart can be monitored.

During the term of this Agreement, the Contractor shall purchase, assemble, and deliver one new Garbage Cart and one new Recycling Cart to each New Customer. The carts shall be delivered within three (3) Days after the New Customer or the Director requests the Contractor to deliver the carts.

During the term of this Agreement, the Contractor shall purchase, assemble, and deliver: (a) a new or refurbished Garbage Cart or Recycling Cart, as the case may be, to each Customer that needs to replace a cart because their cart has been stolen or damaged beyond repair; (b) a new Garbage Cart or Recycling Cart, as the case may be, to each Customer that wishes to purchase a cart pursuant to Section 39.7, below; and (c) a new or refurbished Garbage Cart and/or Recycling Cart to each Customer that wishes to exchange their cart(s) pursuant to Section 27.4, below. For the purposes of this Section, a “refurbished” cart shall mean a cart that was exchanged

pursuant to Section 27.4, below, and then cleaned and repaired to "like new" condition. In all such cases, the carts shall be delivered within three (3) Days after they are requested by the Customer or the Director.

Garbage Carts and Recycling Carts purchased by the Contractor shall become the property of the County when the carts are delivered to a Customer. Upon termination or expiration of this Agreement, the Garbage Carts and Recycling Carts held in the Contractor's inventory for the County (e.g., carts that are hot-stamped or labeled with the County's name or logo) shall be delivered to and become the property of the County.

## 27.2 MAINTENANCE AND REPAIR OF CONTAINERS

27.2.1 Garbage Cans – Each Customer shall be responsible for cleaning, maintaining, and repairing their Garbage Can (if any). Garbage Cans shall be maintained in good condition and shall be free from sharp edges or other hindrances to efficient Collection Services.

27.2.2 Recycling Bins – Each Customer shall be responsible for cleaning their Recycling Bins and maintaining them in a sanitary condition.

27.2.3 Garbage Carts and Recycling Carts – Each Customer shall be responsible for cleaning their Garbage Cart(s) and Recycling Cart(s), and maintaining the carts in a sanitary condition.

The Contractor shall procure, and maintain at all times, an adequate supply of spare parts (e.g., wheels, lids) for the Garbage Carts and Recycling Carts it provides for use in the Service Area. The Contractor shall be responsible for maintaining such carts in good working condition. The Contractor shall repair or replace a Garbage Cart or Recycling Cart (a) promptly if the Contractor observes that the cart is defective or (b) within three (3) Days after the Contractor is informed by the Customer or the Director that the Cart needs to be repaired.

The Contractor shall clean and repair, as necessary, all Garbage Carts and Recycling Carts that the Contractor receives as a result of exchanges pursuant to Section 27.4, below.

27.2.4 Mechanical Containers – The Contractor shall maintain each of its Mechanical Containers in good working order at all times to ensure continuous and efficient Collection Services. The Contractor shall procure, and maintain at all times, an adequate supply of spare parts for its Mechanical Containers. The Contractor shall maintain and repair each Mechanical Container as needed to ensure that the container is free from holes, broken hinges, broken doors or door fasteners, broken wheels, broken lids, or other defects. Mechanical Containers shall be kept painted (with the exception of containers made of plastic, aluminum, stainless steel, or other materials that do not readily accept paint) at all times so they do not become a detriment to the community. Mechanical Containers shall be washed by the Contractor on a regular basis, as necessary, to minimize the potential for odors and nuisance conditions. The Contractor shall replace, repair, paint, clean, wash, and otherwise maintain any Mechanical Container when requested to do so by the Director, pursuant to Section 28.9.2, below.

The Customer shall be responsible for cleaning, maintaining, and repairing any Mechanical Container that the Customer owns or leases from a Person other than the Contractor.

### **27.3 STORAGE, DISTRIBUTION AND REPLACEMENT OF CONTAINERS**

- 27.3.1 Garbage Cans – Each Customer shall be responsible for storing and replacing their own Garbage Cans (if any).
- 27.3.2 Recycling Bins – Each Customer shall be responsible for storing and replacing, if necessary, their Recycling Bin(s).
- 27.3.3 Garbage Carts and Recycling Carts – The Contractor shall be responsible for purchasing, storing, assembling, and distributing new and replacement Garbage Carts and Recycling Carts to those Customers that use them pursuant to this Agreement. For such Customers, the Contractor shall deliver the carts within three (3) Days after the carts are requested by the Director or Customer. The Contractor shall be responsible for procuring, maintaining at all times, and storing an adequate supply of Garbage Carts and Recycling Carts for distribution. The Contractor shall keep Garbage Carts and Recycling Carts in the Contractor's office in Lake County and shall provide them to Customers, upon request, if the Customer is entitled to receive a new cart pursuant to this Agreement.
- 27.3.4 Mechanical Containers – The Contractor shall be responsible for the storage, distribution, and replacement of its Mechanical Containers. The Contractor shall provide a Mechanical Container to the County within three (3) Days after receiving a request for a Mechanical Container from the Director.
- 27.3.5 Collection Containers Damaged by Contractor – The Contractor shall repair or replace a Customer's Collection Container within three (3) Days after being notified by the Director that the Customer's Collection Container was damaged by the Contractor. Any replacement shall be similar in style, material, quality, and capacity to the Customer's original container.

### **27.4 EXCHANGE OF CONTAINERS**

The Contractor shall deliver a different Garbage Cart or Recycling Cart to a Customer that wishes to exchange its cart or container for one that is a different size. The Contractor shall offer Garbage Carts and Recycling Carts that are approximately thirty-five (35) gallons, sixty-four (64) gallons, and ninety-six (96) gallons in size. With regard to Mechanical Containers, the Contractor shall provide the size requested by the County, if the Contractor has the requested size in stock. The Contractor shall deliver the requested cart or container within five (5) Days after receiving the Customer's request.

A Customer shall be allowed to exchange their Garbage Cart and/or their Recycling Cart one time, without charge, before April 1, 2015. On and after April 1, 2015, the Contractor may charge and collect a delivery fee for exchanging a Customer's cart; provided, however, the Contractor shall not charge or collect a delivery fee if a Customer (a) exchanges their Recycling Cart for a larger Recycling Cart or (b) delivers their cart to the Contractor's office and exchanges it for a new one. The Contractor's delivery fee shall not exceed Forty Dollars (\$40.00). The

Contractor shall be responsible for billing and collecting its fee for exchanging the carts. There shall be no charge for exchanging a Mechanical Container.

## 27.5 TECHNICAL SPECIFICATIONS FOR COLLECTION CONTAINERS

27.5.1 Garbage Carts and Recycling Carts – The Garbage Carts and Recycling Carts provided by the Contractor shall comply with the size, color, and technical specifications established by the Director and the requirements in Section 27.5.5, below. In general, the carts shall: (a) have a nominal rated capacity of approximately thirty-five (35), sixty-four (64), or ninety-six (96) gallons, as applicable; (b) be hot-stamped or labeled in accordance with the specifications provided by the Director; (c) be compatible with the hydraulic lifting and dumping mechanism mounted on the Contractor's Collection vehicles; and (d) be equipped with Radio Frequency Identification ("RFID") tags. Each cart shall have a flat area on the top (outside) of the lid, which shall be at least eight (8) inches by sixteen (16) inches in size and suitable for the placement of informative stickers or decals. Recycling Carts shall be uniform with regard to color, volumetric capacity, dimensions, finished surfaces, and hot stamping/labeling. Garbage Carts also shall have uniform specifications, but the Director's specifications for Garbage Carts may be different than the specifications for Recycling Carts. The bodies of the Garbage Carts and Recycling Carts shall be the same color; however, the color of and the label on the lids of the Garbage Carts shall be different than the color of and the label on the lids of the Recycling Carts. Each cart shall be constructed to prevent the intrusion of water and animals, with covers that are free from sharp edges, and without any inside structures that prevent the discharge of its contents. The Contractor shall replace the labels on its Collection Containers on an as-needed basis, subject to the Director's approval.

27.5.2 Mechanical Containers – Mechanical Containers supplied by the Contractor shall be in good condition and shall be subject to the approval of the Director. Mechanical Containers shall have attached lids, unless the Director approves a different design for a particular use. Mechanical Containers shall have solid, durable sides and bottoms. Each Mechanical Container (except open top Roll-off Containers) shall have a heavy-duty removable plug in the bottom. The Contractor shall provide and install casters and locking devices for a Mechanical Container, upon the request of the Director.

27.5.3 Other Requirements Upon the Director's request, the Contractor shall provide the Director with the manufacturer's specification sheets for new Recycling Carts, Garbage Carts, and Mechanical Containers before the Contractor orders the new Collection Containers from the manufacturer. At a minimum, the specification sheets shall address the following items, if applicable:

- Company of manufacture
- Material of manufacture, including pre-consumer and post-consumer recycled content
- Molding technology
- Standards of design (e.g., American National Standards Institute)
- UV stabilization certification
- Load rating

- Design standards for lid, handles, lifting, bottom, wheels, axle, and fasteners
  - Interior and exterior finish surfaces
  - Color
  - Volumetric Capacity
  - Nestability
  - Identification and Marking
  - Manufacturer's warranty
- 27.5.4 Minimum Warranty – Each Recycling Cart and Garbage Cart shall be protected by a manufacturer's warranty of at least ten (10) years duration.
- 27.5.5 Cart Specifications in County's RFP – Exhibit 6 ("Specifications for Carts") is a form that was attached to the County's RFP for Collection Services. The Garbage Carts and Recycling Carts provided by the Contractor pursuant to this Agreement shall, at a minimum, comply with all of the specifications set forth in **Exhibit 6**, unless the County waives a requirement in writing.
- 27.5.6 Substitution – All references throughout this Agreement and any Exhibits attached hereto to a forty-eight (48) gallon cart shall be replaced with a thirty-five (35) gallon cart.

## **SECTION 28: CONTRACTOR'S VEHICLES AND COLLECTION EQUIPMENT**

### **28.1 GENERAL REQUIREMENTS FOR CONTRACTOR'S VEHICLES AND COLLECTION EQUIPMENT**

- 28.1.1 The Contractor shall purchase and/or lease, and maintain and repair, all of the vehicles and equipment necessary to maintain its approved Collection schedules, and to promptly and efficiently comply with the requirements in this Agreement. The 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.
- 28.1.2 Contractor's Collection vehicles and equipment shall be a standard product of a reputable manufacturer so that continuing service, and the supply and delivery of spare parts, may be ensured. Replacement parts do not need to be a product of the same manufacturer as the original.
- 28.1.3 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.
- 28.1.4 Each Collection vehicle shall fully enclose the Contractor's Load, except for vehicles and open-top containers used to collect Bulk Waste or Electronic Equipment. A Collection vehicle used for the Collection of Garbage, Rubbish, Yard Trash, or Recyclable Materials shall have a fully enclosed metal top, a tarpaulin, or a net cover with mesh openings not greater than one and one-half (1½) inches in size. The top, tarpaulin, or cover shall be kept in good working condition and shall be free

from tears and holes. The Contractor shall use the cover and shall fully enclose the Contractor's Load at all times when the vehicle's speed exceeds twenty (20) miles per hour and at other times when necessary to prevent the Contractor's Load from blowing out of the vehicle.

- 28.1.5 All Collection vehicles shall be painted a uniform color.
- 28.1.6 Advertising shall not be allowed on the Contractor's vehicles, Collection Containers, or equipment used to provide Collection Service in the County.
- 28.1.7 Vehicles used for the Collection of Source Separated Recyclable Materials shall be designed to keep the different types of Recyclable Materials (e.g., paper and fiber products; glass, metal, plastic and other) separate, unless the Contractor collects the Source Separated Recyclable Materials in a "single stream" and delivers them to a Materials Recovery Facility that is equipped for "single stream" Recycling.

## **28.2 DEDICATED FLEET FOR COUNTY**

The Contractor shall maintain a dedicated fleet of vehicles for the County's benefit. The vehicles used to provide Collection Services under this Agreement shall not be used to collect Solid Waste or Recyclable Materials outside of the Service Area, and vehicles used outside of the Service Area shall not be used to provide Collection Service pursuant to this Agreement, unless the Contractor receives the Director's prior written approval for such activity.

## **28.3 AGE OF CONTRACTOR'S COLLECTION VEHICLES**

None of the Collection vehicles used by the Contractor under this Agreement shall be more than seven (7) years old, unless it is used only as a reserve vehicle. Reserve vehicles shall not be more than ten (10) years old.

## **28.4 GPS, RFID, AND ANCILLARY EQUIPMENT IN CONTRACTOR'S VEHICLES**

- 28.4.1 All vehicles used to provide Collection Services under this Agreement shall be equipped at all times with: (a) all safety equipment required by Applicable Laws; (b) a fire extinguisher; (c) a shovel and broom; (d) a spill response kit; and (e) an audible back-up warning device. 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.
- 28.4.2 All vehicles used to provide Collection Services under this Agreement shall be equipped with a two-way radio, cellular telephone, or other equipment appropriate for communications between the vehicle operator, the Field Supervisor, and the General Manager. The proposed communications system is subject to approval by the Director.
- 28.4.3 The Contractor's Collection vehicles shall be equipped with Global Positioning Systems ("GPS") that allow the Contractor to monitor the vehicles' location from the Contractor's offices while the vehicles are providing Collection Services pursuant to this Agreement. The Contractor shall provide the GPS software to the County, and shall assist the County with the installation of such software, so that the Director can use the software to determine the current location of each Collection

vehicle from the County's offices. Upon request, the Contractor shall provide its GPS logs and records to the Director.

- 28.4.4 The Contractor's vehicles shall be equipped with Radio Frequency Identification ("RFID") systems that allow the Contractor to monitor the locations and usage of the Garbage Carts and Recycling Carts provided by the Contractor pursuant to this Agreement. The data obtained with the RFID systems shall be compiled and maintained in an electronic (digital) format. The Contractor shall provide a software system to the County that allows the County to access and monitor the RFID database from the County's office. The minimum requirements for the RFID system and software are set forth in **Exhibit 6**.

## **28.5 RESERVE VEHICLES AND EQUIPMENT**

- 28.5.1 The Contractor shall have sufficient reserve vehicles and equipment available to complete daily Collection routes according to the schedules established pursuant to this Agreement. The use of reserve vehicles and equipment shall include, but not be limited to occasions when front-line vehicles and equipment are out of service, or when delays will prevent front-line vehicles and equipment from completing their Collection route(s) within the established hours of Collection.
- 28.5.2 The reserve vehicles and equipment shall be ready to go into service within two (2) hours of any breakdown or delay experienced by a front-line vehicle. The reserve vehicles and equipment shall be similar in size and capacity to the vehicles and equipment being replaced.

## **28.6 MAINTENANCE AND CLEANING**

- 28.6.1 The Contractor shall keep all Collection vehicles, Mechanical Containers, and equipment cleaned and painted to present a pleasing appearance at all times. All Collection vehicles and Mechanical Containers used primarily for the Collection of Garbage shall be washed thoroughly and sanitized with a suitable disinfectant and deodorant at least once each week, unless the Director approves an alternate cleaning schedule. Other Collection vehicles and Mechanical Containers shall be cleaned and washed, as necessary, to minimize the potential for odors and nuisance conditions.
- 28.6.2 The Contractor's Collection Plan shall include a schedule for cleaning, painting and maintaining each Collection vehicle and Mechanical Container. At a minimum, the Contractor shall maintain each Collection vehicle and Mechanical Container in compliance with the manufacturer's recommendations.
- 28.6.3 The Contractor shall monitor, maintain and repair its Collection vehicles and equipment to prevent fuel, lubricants, and other liquids from leaking or spilling. Oil and hydraulic systems, and waterproof seals and enclosures, on the Contractor's vehicles and equipment shall be kept in good repair at all times to prevent leaks and spills.

**28.7 IDENTIFICATION OF CONTRACTOR'S VEHICLES AND EQUIPMENT**

- 28.7.1 The Contractor's name and telephone number shall be displayed at all times, in letters at least four (4) inches high, on the driver's side and the passenger's side of each one of the Contractor's Collection vehicles. Truck identification numbers shall be displayed at all times, in letters at least four (4) inches high, on all four (4) sides of all Collection vehicles.
- 28.7.2 All of the Contractor's Collection vehicles shall display information identifying the type of material (e.g., Solid Waste or Recyclable Materials) being collected. The information shall be displayed at all times, on the driver's side and the passenger's side of the vehicle body, in letters at least four (4) inches high. Upon the Director's request, the Contractor's vehicles also shall display information promoting the County's Solid Waste or Recycling programs. The information displayed on the Contractor's vehicles shall be subject to the approval of the Director and the Contractor, which approval shall not be unreasonably withheld.
- 28.7.3 The Contractor shall label each one of its Mechanical Containers with the Contractor's name and telephone number, and the identification number for the Mechanical Container. The labels shall be comprised of letters and numbers that are at least four (4) inches high. The labels shall be placed on at least two (2) sides of each Mechanical Container. At least one label must be readily visible when the Mechanical Container is placed at the County's site.

**28.8 COMPLIANCE WITH THE LAW APPLICABLE TO VEHICLES**

- 28.8.1 At all times, the Contractor and its employees shall operate and maintain all Collection vehicles and equipment in compliance with all Applicable Laws.
- 28.8.2 At all times, the Contractor shall maintain all necessary licenses and registrations, and shall timely pay all fees and taxes, on all vehicles and equipment, as required under Applicable Laws.
- 28.8.3 All equipment shall be operated in compliance with the Florida Uniform Traffic Control Law, Chapter 316, Florida Statutes, and the Ordinances.

**28.9 COUNTY'S RIGHT TO INSPECT CONTRACTOR'S VEHICLES AND EQUIPMENT**

- 28.9.1 The Director may inspect the Contractor's vehicles, equipment, licenses, and registrations at any reasonable time. The County reserves the right to inspect each Collection vehicle, each day, prior to its use in the County.
- 28.9.2 The Director shall have the authority to require the Contractor to immediately remove from service any Collection vehicle or equipment that is leaking or spilling fluids, Solid Waste, or Recyclable Materials. The Director also may require any Collection vehicle, Collection Container, or other equipment to be cleaned, washed, painted, repaired, or maintained immediately. In such cases, the Contractor shall comply with the Director's request within one (1) Day or the Contractor shall take the vehicle, container, or equipment out of service until the requested work can be completed.

#### **28.10 LOCAL STORAGE AND REPAIR OF CONTRACTOR'S VEHICLES**

The Contractor shall provide a storage yard, garage, and maintenance facility that enables all-weather, year-round maintenance operations for the vehicles and equipment used pursuant to this Agreement. The storage yard, garage, and maintenance facility shall be located in or within fifty (50) miles of the Service Area. The Contractor shall not use County property to store, wash, repair, or maintain any vehicles or equipment.

#### **28.11 TRANSPONDERS FOR COLLECTION VEHICLES**

The Contractor shall purchase and install a transponder in each of its Collection vehicles, if requested to do so by the County, to enable the County to provide automated service at the scale house for the Designated Facility. The transponder on each Collection vehicle shall be provided by the Contractor at no cost to the County or its Customers.

### **SECTION 29: CONTRACTOR'S PERSONNEL**

#### **29.1 GENERAL REQUIREMENTS**

The Contractor shall use competent, qualified, sober personnel to provide the services required by this Agreement. The 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. The Contractor shall not use temporary labor to perform any of its services under this Agreement, unless the Contractor receives the Director's prior written approval for the use of such labor.

#### **29.2 GENERAL MANAGER**

Contractor shall appoint an employee to serve as the General Manager. The General Manager shall be the Contractor's primary point of contact with the County for all technical and administrative matters pertaining to this Agreement. The General Manager must have at least five (5) years of prior managerial experience with programs of this nature and size. The General Manager shall have the authority to make significant decisions relevant to the day-to-day operation of Contractor's program under this Agreement. The General Manager shall have direct access to the Contractor's management for resolving problems beyond the General Manager's authority. At all times during the term of this Agreement, the Director shall have immediate access to the General Manager by telephone and electronic mail. The General Manager shall be responsible for overseeing and implementing the Contractor's performance under this Agreement.

#### **29.3 FIELD SUPERVISOR**

The Contractor shall designate one or more Field Supervisors, who shall oversee the Collection Service provided under this Agreement. The Field Supervisor(s) shall have immediate access to an automobile or truck between 6:00 a.m. and 7:00 p.m., every day except Holidays. At all times during the term of this Agreement, the Director shall have immediate access to a Field Supervisor by telephone and electronic mail.

#### **29.4 EMPLOYEE CONDUCT**

All of the Contractor's personnel shall maintain a courteous and respectful attitude toward the public at all times. The 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 cause any disturbance, interference, or delay to any work or service rendered to the County or by the County. Contractor's employees shall not conduct themselves in a negligent, disorderly or dishonest manner.

#### **29.5 EMPLOYEE IDENTIFICATION**

The Contractor shall furnish each employee with an appropriate means of identifying him or her as an employee of the Contractor (e.g., a uniform with a name tag and company logo). The Contractor's employees shall wear the identification at all times while on duty. The Director has the right to approve the identifiers or identification furnished by the Contractor.

#### **29.6 ATTIRE FOR EMPLOYEES**

Employees and subcontractors of the Contractor shall wear proper attire at all times when working for the County under this Agreement. Proper attire shall consist of appropriate pants or shorts, a shirt with the Contractor's name or logo, and boots or similar footwear.

#### **29.7 REMOVAL OF EMPLOYEES**

The Director 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 the Contractor's General Manager. Notwithstanding the foregoing, the Contractor shall not be required to take any action with regard to the Contractor's personnel that would violate any Applicable Law. The Contractor shall defend, save, and hold the County harmless from and against legal actions by any employees so removed.

#### **29.8 EMPLOYEE TRAINING AND LICENSES**

29.8.1 All of the Contractor's employees shall be qualified and appropriately trained for the tasks assigned to them. The 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 Laws.

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

29.8.3 The Director may request the Contractor's employees to produce their driver's license for inspection at any time when the employee is on duty.

#### **29.9 CONTRACTOR'S COMPLIANCE WITH LABOR LAWS**

The Contractor shall comply with all Applicable Laws concerning the protection and rights of employees, including but not limited to equal employment opportunity laws, minimum wage laws, immigration laws, the Americans with Disabilities Act, and the Fair Labor Standards Act.

#### **29.10 LEGAL STATUS OF CONTRACTOR'S EMPLOYEES**

A Person employed by the Contractor shall have no right or claim to any pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges

granted to the County's officers and employees. The Contractor shall have the sole responsibility for paying any wages and providing any employment benefits to such Person.

## **SECTION 30: CONTRACTOR'S LOCAL OFFICE**

- 30.1** The Contractor shall maintain a customer service/dispatch office in Lake County. The Contractor's office shall be open for business from 8:00 a.m. to 5:00 p.m., Monday through Friday, except Holidays.
- 30.2** The Contractor's office shall be equipped with sufficient personnel and equipment to document and timely respond to all inquiries, issues, and Legitimate Complaints raised by the County or Customers. A responsible, experienced person shall be present and in charge of the office during all business hours. Contractor's office staff shall be familiar with the County and the Contractor's obligations under this Agreement.
- 30.3** The Contractor shall have a toll-free telephone number for calls from Customers in the County. The Contractor's telephone system shall have the capacity to receive multiple telephone calls simultaneously. All calls concerning complaints shall be answered by a Person located in the Contractor's office in Lake County. The Contractor's name and telephone number shall be listed in the Contractor's webpage and the two largest telephone directories in Lake County. Contractor shall use an answering machine or answering service to receive and record messages when the office is closed or the Contractor is receiving more calls than its staff can answer. The answering machine or service shall give Customers the telephone number that the Customers may use to report an emergency.
- 30.4** The Contractor shall establish a process for receiving and handling emergency calls, both during and after normal operating hours. The Contractor's process shall ensure that a Customer receives an immediate response after reporting an emergency. Such process shall be subject to the Director's approval.
- 30.5** The Contractor's office shall be equipped with a two-way communication system that can be used to promptly contact the Director, the Contractor's General Manager, the Contractor's Field Supervisor, and all of the Contractor's Collection vehicles.
- 30.6** Garbage Carts and Recycling Carts shall be stored at the Contractor's local office and made available to Customers, pursuant to Section 27.3.3, above.

## **SECTION 31: CUSTOMER RELATIONS**

### **31.1 HANDLING CUSTOMER COMPLAINTS**

- 31.1.1** The Contractor shall be responsible for receiving and responding to all complaints from Customers. Any complaint received by the Contractor shall be addressed within one (1) hour after it is received.
- 31.1.2** The General Manager or their designee shall determine initially whether a Customer's complaint is a Legitimate Complaint. If there is a dispute with the Customer or uncertainty, the Director shall make the final determination as to

whether a Customer's complaint is a Legitimate Complaint. Legitimate Complaints include but are not limited to:

- Missed Collections;
- Failure to respond to Missed Collections in compliance with the requirements of this Agreement;
- Mishandling of Solid Waste, Recyclable Materials, or Collection Containers;
- Failure to maintain vehicles, Collection Containers, or equipment;
- Damage to public or private property;
- Failure to pick up litter;
- Failure to obey traffic regulations; and
- Discourteous treatment of Customers.

31.1.3 The Contractor shall take whatever steps are necessary to promptly remedy the cause of a Legitimate Complaint. If the Contractor is informed about a Legitimate Complaint before noon on a Scheduled Collection Day, the Contractor shall remedy the complaint before the end of that day. If the Contractor is notified about a Legitimate Complaint after noon on a Scheduled Collection Day or at any time on a weekend or Holiday, the Contractor shall remedy the complaint before noon on the next Scheduled Collection Day. The Contractor may request and the Director shall grant additional time to remedy a Legitimate Complaint when the Contractor uses its best efforts to correct the problem, but is unable to do so within the time provided herein.

31.1.4 The Contractor shall establish a real-time, web-based system for tracking complaints. The Contractor shall enter all complaints into the Contractor's electronic tracking system at the time the Contractor receives the complaint. The Contractor shall configure the system in a manner that allows the Director to (a) access the system and monitor the complaints from the County's computers, (b) identify the locations of the Customer complaints in real time on a street map, and (c) compare current and historical complaints, by type of complaint and by location. The format of the information collected in the electronic tracking system shall be subject to the Director's approval. With the Director's approval, the electronic tracking system may be used as the Contractor's complaint log, pursuant to Section 34.2.6, below.

## **31.2 DISPUTE RESOLUTION PROCESS FOR CUSTOMERS**

31.2.1 The Contractor shall promptly notify the Director whenever the Director needs to resolve a dispute between a Customer and the Contractor, including but not limited to disputes concerning the proper interpretation and implementation of this Agreement and the Ordinances. The Contractor also shall promptly notify the Director about any disputes with a Customer that the Contractor has not been able to resolve within two (2) Days after receiving the Customer's complaint.

31.2.2 The Director shall evaluate the facts concerning such disputes and shall make a fair and impartial determination about such matters. The Director shall notify the Contractor and the Customer in writing concerning the Director's decision about the disputed issues.

- 31.2.3 The Contractor and Customer shall have three (3) Days to comply with the Director's decision or, in the alternative, provide the Director with a written request for a hearing before the County Manager.
- 31.2.4 If a request is filed, the County Manager shall act upon such request within twenty (20) Days. The County Manager shall provide the parties an opportunity to present their arguments and evidence concerning the relevant issues. The County Manager shall notify the Customer, the Contractor, and the Director in writing concerning the County Manager's decision. The County Manager may: confirm, in whole or in part, the Director's findings; grant relief to the Customer or the Contractor; or take whatever other action the County Manager deems necessary and appropriate. The County Manager's decision shall be final and is not subject to further appeal within the County.

## **SECTION 32: CONTRACTOR'S RELATIONSHIP WITH THE COUNTY**

### **32.1 AVAILABILITY OF CONTRACTOR'S REPRESENTATIVES**

The Contractor shall cooperate with the County in every reasonable way to facilitate the successful completion of the activities contemplated under this Agreement. The County shall have twenty-four (24) hour access to the Contractor's General Manager and Field Supervisor via telephone and electronic mail from the County. Answering machines, pagers, or other devices that do not provide for immediate contact with the Contractor's General Manager and Field Supervisor shall not satisfy the requirements of this paragraph.

### **32.2 DIRECTOR'S REVIEW OF CONTRACTOR'S PERFORMANCE**

The Director is hereby designated as the public official responsible for the day-to-day administration of this Agreement by the County. Contractor shall diligently work with the Director to formulate and adopt procedures that will facilitate the Contractor's performance under this Agreement and the Director's review of the Contractor's work.

### **32.3 COUNTY'S RIGHT TO INSPECT CONTRACTOR'S OPERATIONS**

The County shall have the right to inspect the Contractor's facilities and operations at any reasonable time to determine whether the Contractor's performance complies with the requirements of this Agreement. The Contractor shall make its facilities and operations available for the County's inspection and shall cooperate fully.

### **32.4 COUNTY'S RIGHT TO APPROVE**

Whenever this Agreement authorizes the County or one of its representatives (e.g., Director) to approve a request by the Contractor, the County shall have the right to withhold its approval until the Contractor submits all of the information needed to evaluate the Contractor's request. The County shall fairly and objectively evaluate the information provided by the Contractor, as well as any other relevant facts. The consent of the County shall not be unreasonably withheld or delayed, except as otherwise explicitly provided herein. However, the County shall have the

exclusive right to weigh the relevant facts and determine whether the approval of the Contractor's request is consistent with the requirements in this Agreement and the public interest.

## **SECTION 33: RESERVED**

## **SECTION 34: RECORD KEEPING AND REPORTING**

### **34.1 GENERAL RECORD KEEPING AND REPORTING REQUIREMENTS**

- 34.1.1 The Contractor shall be solely responsible for keeping all of the records and documents necessary to demonstrate that Contractor has performed its duties in compliance with the requirements in this Agreement. The Contractor's records shall be accurate, well-organized and up-to-date at all times. The Contractor's records concerning its performance under this Agreement shall be kept in the Contractor's office in Lake County or in a nearby location for at least three (3) years following the termination of this Agreement.
- 34.1.2 All of the Contractor's reports to the County shall be submitted in an electronic (digital) format that is compatible with the County's software. Hard copies also shall be provided, if requested by the Director, or if they are expressly required herein. The format and content of the Contractor's reports are subject to the Director's approval. The reports shall be signed by the General Manager or other duly authorized representative of the Contractor.
- 34.1.3 The Contractor shall prepare the logs identified in Sections 34.2.1, 34.2.2, 34.2.6, and 34.2.8 of this Agreement. The Contractor is encouraged to maintain the other logs identified in Section 34.2, but the Contractor shall not be required to do so, unless the Director concludes that one or more of these reporting requirements must be enforced to ensure the Contractor's compliance with the other provisions in this Agreement.
- 34.1.4 All of the Contractor's logs shall be maintained in an electronic database that is compatible with the County's software systems. The database shall be available for inspection by the County at any time during normal business hours. The information in the logs shall be provided to the Director, upon request, within five (5) Days. The general format and content of the Contractor's logs shall be subject to the Director's approval.

### **34.2 SPECIFIC RECORD KEEPING REQUIREMENTS**

- 34.2.1 Collection Service Log – The Contractor shall maintain records and a log concerning all of the Collection Services the Contractor provides to each Customer in the Service Area. At a minimum, the records shall identify: the type of service provided to each Customer; the date(s) when service was provided; the size of, and frequency of Collection for, the Mechanical Containers (if any) used by the Customer; the location of each Customer that uses two (2) or more Garbage Carts; and the Collection Services, if any, for which the Customer paid a fee to the Contractor. The Contractor shall summarize the records in a log.

- 34.2.2 Solid Waste Disposal Log – The Contractor shall maintain records and a log concerning all of the Solid Waste collected in the Service Area. The records shall identify the amounts of Solid Waste collected and the locations where the Solid Waste was taken for disposal, as documented by scale house tickets and receipts. The records shall address each Load of Solid Waste for each Collection vehicle for each Day. These records shall be summarized in a log.
- 34.2.3 Recyclable Materials Log – Upon request, the Contractor shall maintain records and a log concerning all of the Source Separated Recyclable Materials collected in the Service Area. The records shall identify the amounts of Source Separated Recyclable Materials collected and the locations where the Source Separated Recyclable Materials were taken for processing, as documented by scale house tickets and receipts. The records shall address each Load of Source Separated Recyclable Materials for each Collection Vehicle for each Day. These records shall be summarized in a log.
- 34.2.4 Vehicle Maintenance Log – Upon request, the Contractor shall keep maintenance records and a log for each vehicle used for Collection Service. At a minimum, the log shall show: the identification number for the vehicle; the date and description of all routine maintenance activities; and the date and description of all repair activities.
- 34.2.5 Non-Collection Notice Log – Upon request, the Contractor shall maintain records and a log of all occasions when Non-Collection Notices have been placed. The log shall include: the date when the notice was placed; the Customer's street address; and the reason for each Non-Collection Notice.
- 34.2.6 Complaint Log – The Contractor shall maintain records and a log of all complaints. The log shall include: the date and time when the Contractor was notified by the County or Customer; the Customer's street address; a description of the complaint; whether the complaint was a Legitimate Complaint; the date and time when the complaint was resolved; and a description of how the complaint was resolved.
- 34.2.7 Property Damage Log – Upon request, the Contractor shall maintain records and a log concerning all accidents and events when Contractor's employees, vehicles, or equipment caused an injury to any Person or domestic animal, or damage to any public or private property. At a minimum, the log shall include: the date and time when the event occurred; the address where the event occurred; the name of the Person that reported the event; a description of the event; the vehicle or equipment number, and/or the name of the employee involved in the event; the name and address of the Person suffering the injury or damage; a description of the injury or damage suffered; and a description of how and when the matter was resolved.
- 34.2.8 Cart Log – The Contractor shall maintain records and a log concerning the Garbage Carts and Recycling Carts that are provided by the Contractor pursuant to this Agreement. At a minimum, the log shall identify: the location of the Residential Property occupied by each Customer that received a Garbage Cart or Recycling Cart; the location of the Residential Property occupied by each Customer that received a replacement cart and the date when such replacement cart was provided; and the location of the Residential Property occupied by each Customer that purchased an additional Garbage Cart and the date when the cart was purchased.

### **34.3 MONTHLY REPORT**

- 34.3.1 The Contractor shall submit a monthly report to the Director no later than the fifteenth (15th) calendar day of each month. At a minimum, the monthly report shall contain the following information for the previous month: (a) the total quantity of each type of Residential Waste (e.g., Yard Trash; Bulk Waste) delivered to each Designated Facility pursuant to this Agreement; (b) the total quantity of Source Separated Recyclable Material delivered to Recycling facilities; (c) the amount of Solid Waste and Recyclable Material (if any) delivered to other facilities; (d) the number of Non-Collection Notices issued to Customers during the month; (e) the number of Missed Collections; (f) a summary of each accident involving personal injuries or property damage; (g) a summary of all Customer complaints; (h) the total number of Legitimate Complaints; and (i) the information compiled in the Contractor's Cart Log pursuant to Section 34.2.8, above.
- 34.3.2 The monthly report shall include any information requested by the Director to enable the County to comply with Chapter 403, Florida Statutes, or other Applicable Laws concerning Recycling rates, Recycling goals, Solid Waste management programs, or similar matters.
- 34.3.3 Whenever the Contractor submits a monthly report to the County, the Contractor also shall submit a signed written statement from the General Manager or their designee, verifying that the monthly report is accurate in all respects. The General Manager or their designee also shall verify each month that all of the Residential Waste collected by the Contractor has been delivered to a Designated Facility, (b) the Contractor has accurately informed each Designated Facility whether to bill the County for each Load delivered by the Contractor, and (c) the Contractor's monthly report accurately accounts for all such deliveries.

### **34.4 ANNUAL REPORT**

Contractor shall submit an annual report to the Director no later than forty-five (45) calendar days after the end of each Agreement Year. At a minimum, the annual report shall include the following information: (a) annualized information for all items required in the monthly reports; (b) updated lists of all vehicles and equipment used to provide Collection Service under this Agreement; (c) a description and inventory of the equipment, facilities, manpower, and other resources available for emergency conditions; (d) a trend analysis and overall evaluation of the number and types of Legitimate Complaints received by the Contractor on a monthly and annual basis during the term of this Agreement; (e) a corrective action plan for systemic and chronic problems, if any; (f) an updated Collection Plan; (g) an updated Contingency Plan; (h) an updated Safety Plan; (i) a summary of all accidents and Legitimate Complaints involving personal injuries or damage to public or private property during the prior year; and (j) a list of the vehicles, if any, that will be replaced in the upcoming year to comply with the requirements in Section 28.3 herein.

### **34.5 ACCIDENT REPORTS**

Contractor shall notify the Director of any accidents involving the Contractor's staff, vehicles, or equipment while performing services under this Agreement which require notification to OSHA or any other regulatory agency under Applicable Laws. Contractor also shall notify the Director of accidents involving personal injuries or damage to public or private property. In all such cases,

oral notice shall be provided within six (6) hours of the accident and a written report shall be provided to the Director within one (1) Day of the accident. If any issues are unresolved at that time, a subsequent report shall be provided to the Director within two (2) Days following the ultimate disposition of the case. The oral and written reports shall include the date and time of the event, a description of the event, an estimate of the damages and injuries (if any) caused by the event, and a description of how the event and any associated damages and injuries were handled or will be handled.

#### **34.6 COUNTY'S RIGHT TO INSPECT AND AUDIT CONTRACTOR'S RECORDS**

Contractor shall cooperate with the Director and provide every reasonable opportunity for the County to ascertain whether the duties of the Contractor are being performed properly. Contractor shall promptly provide any information, in addition to that required explicitly by this Agreement, that the Director or the Contractor deem relevant under the circumstances.

The County shall have the right to inspect, copy, and audit, at the County's expense, all of the Contractor's records concerning the Contractor's services under this Agreement. The Contractor's records shall be made available for inspection in Lake County during normal business hours.

### **SECTION 35: PUBLIC NOTICES AND EDUCATIONAL SERVICES**

The Contractor shall provide the following notices and educational services to help educate the public about the County's Solid Waste management system. The design and content of the notices shall be subject to prior approval by the Director. The Contractor shall be responsible for all expenses associated with the notices and educational services required herein.

#### **35.1 NOTICE FOR COMMENCEMENT OF SERVICE**

At least ten (10) calendar days before the Commencement Date, the Contractor shall design, print, and mail or deliver a notice concerning the Contractor's Collection Service and schedules. At a minimum, the notice shall (a) identify each of the Scheduled Collection Days for the Customer receiving the notice, (b) summarize the applicable Set Out requirements, and (c) include other educational and promotional information provided to the Contractor by the County. The notice also shall provide other relevant information concerning the Contractor's services.

#### **35.2 ANNUAL NOTICE TO CUSTOMERS**

The Contractor shall design, print, and mail or deliver an annual notice to all Customers within the Service Area. The notice shall include the same basic information provided for the commencement of service pursuant to Section 35.1, above, but updated as necessary. The Contractor is not required to provide the annual notice during the First Agreement Year, but the Contractor shall provide the annual notice in October of each subsequent Agreement Year.

#### **35.3 NOTICES FOR NEW CUSTOMERS**

The Contractor shall design, print, and mail or deliver appropriate informational materials for each New Customer. At a minimum, the notice shall include the same information that is contained in the annual notice.

**35.4 NOTICES CONCERNING CHANGES IN COLLECTION SCHEDULE**

The Contractor shall design, print, and deliver a notice to each Customer that will be affected by a change in the Scheduled Collection Days. The notices shall be delivered to the Customers at least ten (10) calendar days before the Contractor changes its Scheduled Collection Days.

**35.5 NOTICES FOR HOLIDAYS**

The Contractor shall provide notice to Customers that will be affected by a change in their Scheduled Collection Days because of a Holiday. Specifically, notice shall be published in the newspaper with the largest circulation in Lake County at least five (5) calendar days before the Holiday.

**SECTION 36: CONTRACTOR'S COLLECTION SERVICES FOR COMMUNITY EVENTS**

**36.1 GENERAL REQUIREMENTS**

Subject to the conditions contained herein, the Contractor shall provide Collection Services for Community Events. The Contractor shall be solely responsible for all of the costs and expenses associated with these services, including the cost of Collection, Tipping Fees, and the cost of purchasing, delivering, and using Collection Containers. The County shall determine: (a) the size of the Collection Containers that shall be provided by the Contractor; (b) the frequency of Collection Service for each Collection Container; (c) the location where the Collection Container will be placed by Contractor; and (d) the types of Collection Containers to be used for a Community Event. The County shall be responsible for placing its Solid Waste and Source Separated Recyclable Materials in the Contractor's Collection Containers.

**36.2 SPECIFIC REQUIREMENTS**

The Contractor shall provide Collection Service for six (6) Community Events (e.g., community clean-ups, parades, and other special events) per Agreement Year if such Collection Service is requested by the Director. The Contractor shall provide four (4) Roll-Off Containers (40 cubic yards each) per Community Event or other types of Collection Containers with an equivalent capacity.

**36.3 INCREASED LEVEL OF SERVICE FOR COUNTY**

If the Director notifies the Contractor before 12 p.m. (noon) that a Collection Container used by the County is full, the Contractor shall empty the Collection Container on the same day. If the Director notifies the Contractor after noon, the Contractor shall empty the Collection Container before noon on the next Day. In addition, the Contractor shall increase the size of the Collection Container or the frequency of Collection Service for any Collection Container if the Director determines the current level of service is inadequate.

## **SECTION 37: CONTRACTOR'S EMERGENCY SERVICES**

### **37.1 COLLECTION OF GARBAGE AFTER A DISASTER**

Following a hurricane, tornado, or other natural or manmade disaster, the Contractor shall use its best efforts to immediately collect, by any means available, all of the Garbage that is Set Out by Customers. This shall be the Contractor's primary responsibility until the Contractor is able to provide Collection Services on a routine basis, as determined by the Director. The Contractor shall use its best efforts to resume its Collection Services on the Scheduled Collection Days as soon as possible after the disaster.

### **37.2 EMERGENCY VARIANCES IN ROUTES AND SCHEDULES**

In the event of a hurricane, tornado, or other natural or manmade disaster, the Director may grant the Contractor a variance from the Contractor's regular routes and schedules. Requests for a variance shall be submitted in writing to the Director. If the Contractor's request is granted, the Contractor shall furnish a map depicting the revised routes and shall provide the revised schedules in writing. Thereafter, the Contractor shall contact the Director on a daily basis and describe the status of the Contractor's efforts to provide Collection Service and resume the use of normal routes and schedules. The Contractor shall provide the Director with any requested information so that the Director and Contractor can evaluate and respond to the disaster.

### **37.3 COLLECTION OF DISASTER DEBRIS**

This Agreement does not give the Contractor the right to collect Disaster Debris. The County will enter into a separate contract with the Contractor if the County wishes to utilize the Contractor's services for the Collection of Disaster Debris. Nothing herein shall require the County to utilize the services of Contractor, or prevent the County from hiring another Person, to collect Disaster Debris. Among other things, the County may utilize the County's Disaster Debris Contract in accordance with the County's emergency management plan, or the County may utilize County personnel and equipment, for the Collection of Disaster Debris.

### **37.4 CONTRACTOR'S CONTINGENCY PLAN**

Contractor shall develop a Contingency Plan, which shall describe the Contractor's plan of action in the event that an emergency or other situation renders the Contractor's operations yard or equipment unusable. The Contingency Plan shall describe the steps that the Contractor shall take to avoid interruptions or reductions in Collection Service. The Contingency Plan shall be submitted to the Director at least sixty (60) calendar days before the Commencement Date. Thereafter, the Contingency Plan shall be updated and resubmitted to the Director with the Contractor's annual report, and also within five (5) Days whenever the plan is revised by the Contractor. The Contingency Plan and all revisions to the plan are subject to the Director's approval.

### **37.5 COUNTY'S EMERGENCY MANAGEMENT MEETINGS**

If requested by the Director, the Contractor shall attend the County's emergency management/disaster preparedness meetings and shall provide the County with any materials that may be useful to the County's efforts, including but not limited to Collection schedules and routes, and security codes to private community gates. The Director shall notify the Contractor

of the date, time, and location of the meetings, and shall identify any necessary materials that are to be provided by the Contractor.

## **SECTION 38: RATES FOR CONTRACTOR'S SERVICES**

### **38.1 UNIFORM RATES FOR ALL COLLECTION SERVICES**

The Rates in **Exhibit 3** are the maximum amounts that shall be charged for any Collection Services provided by the Contractor pursuant to this Agreement. The Rates shall be applied uniformly to all Customers receiving Collection Services from the Contractor within the County after the Effective Date. Contractor shall only utilize the Rates in **Exhibit 3** of this Agreement when billing its Customers or the County. The Rate for Residential Collection Service with a Garbage Cart shall apply to each Customer that receives such service, regardless of the number of Garbage Carts or Recycling Carts that are used by the Customer.

### **38.2 RATES FOR COLLECTION SERVICES**

The Rates for Residential Collection Service are set forth in **Exhibit 3**.

### **38.3 ANNUAL ADJUSTMENT TO RATES**

On October 1, 2014 and each October 1 thereafter during the term of this Agreement, the Rates shall be adjusted upward or downward to reflect any changes in the cost of Collection during the previous year due to inflation or deflation. Specifically, Rates in **Exhibit 3** shall be adjusted by an amount that is equal to the percentage change in the Consumer Price Index ("CPI"), measured from April 1st in the previous calendar year to March 31st of the calendar year in which the adjustment will occur. Notwithstanding anything else contained herein, a single adjustment to the Rates shall not exceed three percent (3%). If the CPI is 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.

### **38.4 RATE ADJUSTMENTS FOR CHANGES IN LAW**

If a Change in Law will directly and materially affect the Contractor's cost of providing its services under this Agreement, the Contractor may request the County to adjust the Rates. If the Contractor wishes to exercise this option, the Contractor shall prepare and submit a schedule of proposed Rates that will distribute the increased costs in a fair and non-discriminatory manner. The Contractor's request shall be accompanied by all data and analyses necessary for the Director to fairly evaluate the proposed Rate increase. The Director may request, and upon request the Contractor shall provide, additional information as necessary. After receiving the requested information, the Director shall present the Contractor's request and the Director's recommendations to the County Manager. If the County Manager denies part or all of the Contractor's request, the Contractor may appeal the County Manager's decision to the Board. After filing a notice of appeal with the County Manager, the Contractor shall be given a reasonable opportunity to present its request to the Board at a duly noticed public meeting.

The Director, County Manager, and Board shall fairly evaluate the Contractor's request in a timely manner and in compliance with the requirements in Section 32.4, above. Subject to the provisions of Section 32.4, the Contractor's request shall be approved if the request complies with the requirements in this Section 38.4 and the Agreement. If any adjustments to the Rates are

approved, the adjusted Rates shall become effective upon the date designated by the Board. Adjustments (if any) to the Rates shall be designed to compensate the Contractor for the increased costs incurred by the Contractor after the Change in Law took effect.

If a Rate adjustment is approved pursuant to this Section 38.4 and the adjustment will cause the Rate for the Collection of Garbage and Rubbish with Garbage Carts to increase by an amount that is twenty percent (20%) or greater than the Rate in effect before the adjustment took effect, the Board may terminate this Agreement at any time after providing sixty (60) Days' notice to the Contractor.

### **38.5 EXTRAORDINARY RATE ADJUSTMENTS**

38.5.1 Once each Agreement Year, before April 1, the Contractor may petition the County Manager for a Rate adjustment on the basis of extraordinary or unusual changes in the cost of its operations that could not reasonably be foreseen by a prudent Person. Contractor's petition shall contain a detailed justification for the Rate adjustment. Among other things, the Contractor's petition shall include an audited statement of Contractor's historical and current expenses, demonstrating that Contractor has incurred an extraordinary increase in Contractor's costs due to factors beyond the Contractor's control, which have occurred through no fault or negligence of the Contractor. The audited statement shall be prepared by a certified public accountant that is licensed in the State of Florida and not an employee of the Contractor or its affiliates. At its expense, the County may audit the Contractor's records to evaluate the Contractor's request. The County Manager may request from the Contractor, and the Contractor shall provide, all of the information that is reasonably necessary for the County Manager to evaluate the Contractor's petition.

38.5.2 If the County Manager denies part or all of the Contractor's request for a Rate adjustment, the Contractor may request a hearing before the Board. Upon request, the Board shall provide the Contractor with an opportunity to present its request to the Board at a duly noticed public meeting. The Board shall approve or deny the Contractor's request within sixty (60) calendar days after the Board receives the Contractor's request for a hearing. The Board may deny the Contractor's request for any reason or no reason, in its sole discretion, as the Board deems appropriate. The Board's decision shall be final and non-appealable.

38.5.3 If the Contractor's request is granted in whole or in part, the Board shall have the right to reduce the Contractor's Rates, if and to the extent that the factors causing the Contractor's price increase have been ameliorated or eliminated. Every twelve (12) months after a request is granted, the Director shall have the right to request, and the Contractor shall prepare promptly upon request, an updated audit and explanation of whether the extraordinary Rate increase should remain in effect. The Board may reduce the Contractor's Rates if the Contractor does not timely submit adequate information to justify the continued payment of the extraordinary Rate increase.

### **38.6 RATES FOR DISASTER DEBRIS**

If the Director wishes to have the Contractor collect Disaster Debris, the County and the Contractor shall enter into a separate contract and the County shall pay the Contractor in accordance with the terms, conditions, and Rates that are mutually agreed upon by the County

and Contractor before the commencement of the Contractor's work under that contract. This Agreement does not authorize any payments for the Collection of Disaster Debris.

### **38.7 RATES FOR ADDITIONAL WEEKLY COLLECTION**

If the County so directs, the Contractor shall provide an additional weekly Collection Service for residential waste to those specific communities identified by the County. If so directed, the Contractor shall perform such services at the supplemental rates identified in **Exhibit 3**.

## **SECTION 39: PAYMENTS TO CONTRACTOR FOR COLLECTION SERVICES**

### **39.1 GENERAL BILLING AND PAYMENT PROVISIONS**

The County and the Customers shall have no obligation to pay any fee, charge, cost, or other sum to the Contractor unless such payment is explicitly required in this Agreement and the fee is identified in **Exhibit 3**. The Rates for Collection Services in **Exhibit 3** shall constitute full and complete compensation to the Contractor for the services provided by the Contractor under this Agreement. In all cases, the County shall have the sole authority to determine whether and the extent to which the Contractor is entitled to payment for services it provided under this Agreement.

### **39.2 PROHIBITIONS ON PAYMENTS FROM CUSTOMERS TO CONTRACTORS**

Neither the Contractor nor its agents, subcontractors, employees or other representatives shall solicit or accept any payment or monetary remuneration from any Customer for the provision of any Service described in this Agreement, unless such payments are explicitly authorized in this Agreement and the payments are less than or equal to the amounts authorized. If a Customer or other Person delivers any money to the Contractor for any service provided in the Service Area, and such payment is not explicitly required in this Agreement, the Contractor shall return the money to the Customer within five (5) Days after the money is received by the Contractor.

### **39.3 PAYMENTS FOR RESIDENTIAL COLLECTION SERVICE**

39.3.1 Subject to the conditions contained herein, the County shall pay the Contractor for the Residential Collection Service that is provided by the Contractor in compliance with this Agreement. The County's payments to the Contractor shall be based on the number of parcels of Residential Property identified in the Customer List.

39.3.2 The County's payments to the Contractor for Residential Collection Service shall be made on a monthly basis, in arrears, for the Collection Service provided by the Contractor during the previous month. The amount of the County's payments to the Contractor shall be calculated by: (a) multiplying the applicable monthly Rate for Residential Collection Service times the number of parcels of Residential Property on the Customer List; and (b) deducting any administrative charges or other sums that are due and owing to the County from the Contractor. The County's payments shall be sent to the Contractor within twenty (20) calendar days after the end of the month when the Contractor's Collection Services were provided.

- 39.3.3 Each monthly payment to the Contractor shall be based on the Customer List as it exists on the first day of the month for which payment is being made.

#### **39.4 UNDERPAYMENTS AND OVERPAYMENTS TO CONTRACTOR**

If the County pays the Contractor in error, for whatever reason, the Contractor shall promptly notify the Director to rectify the mistake. The County shall make appropriate adjustments to the Contractor's payments under this Agreement to offset past underpayments and overpayments resulting from any error. However, the County shall not be obligated to make any adjustments to correct for underpayments that occurred more than six (6) months before the County received the Contractor's notice of the error. Further, the County shall have no obligation to pay the Contractor for Collection Services that were provided to a parcel of Residential Property before the Contractor gave notice to the County that such property should be added to the Customer List.

#### **39.5 LIMITATIONS ON CONTRACTOR'S RIGHT TO PAYMENT FROM COUNTY**

The County shall have no obligation to pay the Contractor for any of the Collection Services provided by the Contractor to its Customers, except as provided in Sections 39.3 and 39.4, above. The Contractor shall have no right to any revenues or funds obtained by the County from any other sources, including but not limited to funds distributed to the County by the Florida Department of Environmental Protection or any other Person.

#### **39.6 PAYMENTS FOR EXCESS AND OVERSIZED MATERIALS**

With regard to the Collection Services provided by the Contractor pursuant to Section 7.7 for excess and oversized materials, the Contractor shall be solely responsible for billing the Customers and collecting the applicable fees from the Customers for such Collection Services, pursuant to the Contractor's non-exclusive franchise.

#### **39.7 PAYMENTS FOR GARBAGE CARTS AND RECYCLING CARTS**

The Contractor may charge a reasonable fee to a Customer that wishes to purchase an additional Recycling Cart or Garbage Cart (e.g., because the Customer generates more Solid Waste than the Customer can store in the Garbage Cart that previously was provided to the Customer). The Contractor's fee for purchasing and assembling a Garbage Cart or Recycling Cart for the Customer shall not exceed Sixty Dollars (\$60.00). The Contractor may charge an additional fee if the Customer requests the Contractor to deliver the Garbage Cart or Recycling Cart to the Customer's Premises, but the delivery fee shall not exceed Forty Dollars (\$40.00). The Contractor also may charge fees for exchanging carts pursuant to Section 27.4, above. The Contractor shall be solely responsible for billing and collecting the fees for selling and delivering Garbage Carts and Recycling Carts pursuant to this Section 39.7. The Contractor shall not charge or collect any separate fee for purchasing, assembling, or delivering additional Garbage Carts or Recycling Carts to any Customer, except for the fees authorized in this Section 39.7 and the fees authorized in Section 27.4 for exchanging carts.

## **SECTION 40: PAYMENTS TO THE COUNTY**

The County may submit invoices to the Contractor for any fee or charge that is due and owing to the County from the Contractor. The Contractor shall pay the County's invoice within thirty (30) calendar days after receipt.

On or before October 20<sup>th</sup> of each Agreement Year, the Contractor shall pay a fee to the County for brochures, educational materials, programs, and activities that promote Recycling and the proper management of Solid Waste. The fee shall be in the amount of One Dollar (\$1.00) per parcel of Residential Property identified on the Customer List as of October 1<sup>st</sup> of the Agreement Year in which the fee is paid.

## **SECTION 41: RECYCLING REVENUES FOR CONTRACTOR**

The Contractor shall receive all of the revenues derived from the sale of the Source Separated Recyclable Materials that are collected by the Contractor pursuant to this Agreement.

## **SECTION 42: PAYMENT OF TIPPING FEES**

- 42.1 Subject to the conditions and limitations contained herein, the County shall pay the Tipping Fees for the disposal of the Garbage, Rubbish, Yard Trash, and Bulk Waste that is collected by the Contractor from Residential Property on the Customer List and then delivered to a Designated Facility that has been approved in writing by the Director. The County shall pay the applicable Tipping Fees directly to the owner or operator of each Designated Facility that has been approved by the Director.
- 42.2 Except as set forth in Section 42.1 and other provisions herein, the Contractor shall be solely responsible for the payment of all Tipping Fees, costs, and other charges associated with the Collection, transportation, processing, Recycling, or disposal of any Solid Waste or Recyclable Material collected by the Contractor. Among other things, the Contractor shall pay the Tipping Fees for any Solid Waste that: (a) is collected from a Customer pursuant to Section 7.6; (b) is collected during a Community Event pursuant to Section 36; (c) is collected from Commercial Property; (d) is collected outside of the Service Area; (e) is not Residential Waste; (f) remains after the Contractor removes Recyclable Materials from the Solid Waste at a Materials Recovery Facility; or (g) excess or oversized materials collected pursuant to Section 7.7.

## **SECTION 43: VERIFICATION OF PAYMENT AMOUNTS**

- 43.1 The County's acceptance of any payment from the Contractor, or the County's deduction of any amount from any payment due to the Contractor, shall not be construed as an accord that the amount paid is the correct amount, nor shall it be construed as a release of any claim the County may have for additional sums payable from the Contractor.
- 43.2 At any time within the applicable statute of limitations, the County may recalculate and collect any amounts that are payable to the County under this Agreement, plus Interest at the maximum rate allowed by law (not to exceed 18% per year), and all costs of collection.
- 43.3 At its expense, the County may inspect, copy and audit any books, records and documents of the Contractor that are relevant to the calculation of the amounts that are due and payable under this Agreement.

## **SECTION 44: ADMINISTRATIVE CHARGES**

### **44.1 BASIS FOR ADMINISTRATIVE CHARGES**

The County and Contractor acknowledge and agree that it is difficult or impossible to accurately determine the amount of damages that would or might be incurred by the County due to those failures or circumstances described in this Section 44 and for which the Contractor would otherwise be liable. Accordingly, the Contractor and the County have negotiated the terms and amounts of the administrative charges set forth herein, and the parties agree that the administrative charges are reasonable under the circumstances. The Contractor and County also have consulted with their legal counsel and confirmed that these administrative charges are appropriate. Therefore, the following administrative assessments shall constitute administrative charges, not penalties, for the Contractor's breach of this Agreement.

### **44.2 PROCEDURE FOR ASSESSING ADMINISTRATIVE CHARGES**

- 44.2.1 The Director shall conduct a preliminary evaluation of the relevant facts before the Director decides whether administrative charges should be assessed against the Contractor. At a minimum, the Director shall provide written notice to the Contractor, and offer to discuss the relevant facts with the Contractor within five (5) Days after the date of the notice. Following this discussion (if any) or the expiration of the five (5) Day period, whichever occurs first, the Director shall determine whether administrative charges should be assessed. However, the County shall not assess and the Contractor shall not be required to pay administrative charges in those cases where the delay or failure in the Contractor's performance was (a) excused in advance by the Director or (b) due to unforeseeable causes that were beyond the Contractor's reasonable control, and without any fault or negligence of the Contractor. The County, in its sole discretion, may waive one or more administrative charges.
- 44.2.2 Prior to assessing administrative charges, the Director shall provide written notice to the Contractor, indicating the County's intent to assess administrative charges and the basis for the County's position.
- 44.2.3 After receiving the Director's letter, Contractor shall have ten (10) Days to file a written letter of protest with the Director.
- 44.2.4 If a protest is timely filed, the matter shall be referred to the County Manager for resolution. The County Manager shall review the issues in a timely manner and then provide a written decision to the Contractor. The County Manager's decision shall be final and non-appealable, except as provided in Section 44.2.6.
- 44.2.5 If a protest or petition is not timely filed by the Contractor, or if the County Manager concludes that administrative charges should be assessed, the Contractor shall deliver its payment of administrative charges to the Director within fifteen (15) Days of receiving the written decision of the Director or County Manager, as applicable. If the Contractor fails to pay an administrative charge when due, the County may deduct the administrative charge from the County's monthly payments to the Contractor.

- 44.2.6 The procedures in this Section 44 shall be used in lieu of the procedures in Section 49 when resolving disputes concerning administrative charges, unless the administrative charges assessed in one (1) month will exceed Five Thousand Dollars (\$5,000).

#### **44.3 ADMINISTRATIVE CHARGES BEFORE COMMENCEMENT DATE**

The Director shall impose administrative charges for Contractor's actions during the Transition Period in the amounts set forth in Sections 44.3.1 through 44.3.5, below:

- 44.3.1 Failure to hire the Contractor's General Manager at least sixty (60) Days before the Commencement Date. For each calendar day of delay, \$2,000 shall be assessed against the Contractor.
- 44.3.2 Failure to provide purchase orders or other documentation to the County at least one hundred eighty (180) Days before the Commencement Date, confirming that all necessary Collection vehicles, equipment, and Collection Containers have been ordered and will be delivered to the Contractor's equipment yard at least forty-five (45) Days before the Commencement Date. For each calendar day of delay, \$2,000 shall be assessed against the Contractor.
- 44.3.3 Failure to mail or deliver the County-approved brochures and informational materials to all Customers at least ten (10) Days before the Commencement Date, as required by Section 35.1, above. For each calendar day of delay, \$2,000 shall be assessed against the Contractor.
- 44.3.4 Failure to have the necessary Collection vehicles delivered to the Contractor's equipment yard and ready for service (e.g., registered, licensed, and tagged) at least fifteen (15) Days before the Commencement Date. For each calendar day of delay, \$4,000 shall be assessed against the Contractor.
- 44.3.5 Failure to deliver one new Garbage Cart and one new Recycling Cart on or before September 30, 2014 to each Customer that will receive Collection Service with Garbage Carts. For each customer, \$50 per cart shall be assessed against the Contractor for each day of delay.

#### **44.4 ADMINISTRATIVE CHARGES DURING TERM OF AGREEMENT**

After the Commencement Date and during the term of the Agreement, the Director shall assess administrative charges as follows:

- 44.4.1 Failure to clean up spilled liquids or material in compliance with the requirements in this Agreement, within the deadlines set forth herein, after receiving oral notification by the Director or a Customer. Each failure shall result in the imposition of a \$250 assessment per event.
- 44.4.2 Failure to collect the Residential Waste or Source Separated Recyclable Material that was properly Set Out for Collection by a Customer on the Scheduled Collection Day, within the deadlines set forth herein, after receiving oral notification by the County or Customer. Each failure shall result in the imposition of a \$100

assessment. If the Contractor fails to meet the deadlines contained in this Agreement, each additional Day of delay after the initial violation shall result in the imposition of an additional \$250 assessment.

- 44.4.3 Failure to complete a route on the Scheduled Collection Day, within the deadlines set forth herein, after receiving oral notification by the County or the Customer. A route shall be considered incomplete if five (5) Dwelling Units or two (2) streets or roadways are not provided Collection Service. Each failure shall result in an assessment of \$1,000 per route, per Day.
- 44.4.4 Mixing Source Separated Recyclable Materials with Solid Waste, or mixing any other materials that are required to be collected separately, shall result in the imposition of a \$1,000 assessment per occurrence.
- 44.4.5 Failure to maintain a Collection vehicle or equipment in a clean and sanitary manner shall result in the imposition of an assessment of \$100 per incident per Day.
- 44.4.6 Failure to respond to a Legitimate Complaint, within the time frame specified herein, shall result in a \$100 assessment per incident per Day.
- 44.4.7 Failure to resolve Legitimate Complaints, other than Missed Collections, within seven (7) Days of notification shall result in the imposition of a \$250 per Day assessment for each occurrence until such complaint is resolved to the satisfaction of the County.
- 44.4.8 Failure to maintain records or provide documents in the manner required herein shall result in the imposition of an assessment of \$100 per document per Day.
- 44.4.9 Failure to timely file any report, plan, or other document required herein shall result in the imposition of a \$100 assessment for each Day that each report, plan, or document is late.
- 44.4.10 Failure to dispose of any Residential Waste collected in the Service Area at a Designated Facility shall result in the imposition of an assessment equal to the current Tipping Fee at the Designated Facility, plus twenty-five percent (25%), times the amount disposed at the non-Designated Facility.
- 44.4.11 Failure to correct chronic Collection problems shall result in the imposition of a \$250 assessment. Chronic shall mean three (3) or more Legitimate Complaints at the same Premises for the same issue within a twelve (12) month period. The first assessment shall be imposed for the third Legitimate Complaint. Additional assessments may be imposed for each Legitimate Complaint thereafter. If the Contractor has more than five (5) Customers with chronic problems within one Agreement Year, there shall be an additional \$500 assessment.
- 44.4.12 Failure to correct chronic equipment problems shall result in the imposition of a \$250 assessment. Chronic shall mean three (3) instances of the same or similar problem with the same equipment or vehicle within a twelve (12) month period. The first assessment shall be imposed for the third problem. Additional assessments shall be imposed for each problem thereafter.

- 44.4.13 Failure to properly and legibly label a Collection Container within five (5) Days after receiving notice from the Director shall result in the imposition of a \$100 assessment for each container not properly labeled.
- 44.4.14 If the Contractor fails to comply with any provision of this Agreement for which administrative charges have not been specified, the County shall impose a \$100 assessment per occurrence per Day.
- 44.4.15 Failure to have a vehicle operator properly licensed, or failure of the operator to carry his license while on duty, shall result in a \$100 assessment per occurrence per Day.
- 44.4.16 Failure to maintain office hours in the manner specified in this Agreement shall result in a \$100 assessment per occurrence per Day.
- 44.4.17 Failure to replace or repair a damaged Collection Container, or failure to replace a stolen Collection Container, or failure to exchange a Collection Container, within the deadlines specified in this Agreement, shall result in a \$100 assessment per incident per Day.
- 44.4.18 If the Contractor notifies the Director that a complaint has been resolved, when the complaint has not been resolved, there shall be a \$200 assessment per incident.
- 44.4.19 Collections outside of the hours specified in this Agreement, without prior approval of the Director, shall result in a \$100 assessment per incident per calendar day.
- 44.4.20 Failure of Contractor's personnel to treat Customer(s) or their property in a professional manner shall result in a \$50 assessment per incident.
- 44.4.21 Leaving Collection Containers where they block driveways, streets, or roads shall result in the imposition of a \$250 assessment per incident per Day.
- 44.4.22 Failure to provide timely notices and educational materials, as required pursuant to Section 36, shall result in the imposition of a \$1,000 assessment per event.
- 44.4.23 Damage to public or private roadways, including but not limited to spills of oil and hydraulic fluids, shall result in the imposition of a \$250 assessment per occurrence.
- 44.4.24 Failure to repair damage to a Customer's property within the deadlines set forth in this Agreement, after receiving notification by the Customer or Director, shall result in the imposition of an assessment of \$250 per incident.
- 44.4.25 Soliciting or accepting an unauthorized fee or monetary compensation from a Customer shall result in the imposition of a \$500 assessment per incident.
- 44.4.26 Failure to respond to the Director by 5:00 p.m. on the first Day following a telephone call, voice message, facsimile transmission, or electronic message requesting a response from the General Manager, shall result in the imposition of an assessment of \$100, which shall be increased by another \$100 for each additional Day of delay.

- 44.4.27 Failure to comply with the deadlines and requirements in Section 50 concerning the Contractor's obligations prior to the termination of this Agreement, shall result in the imposition of an assessment of \$2,000 per Day per failure.
- 44.4.28 Failure to pay the applicable Tipping Fee for Solid Waste the Contractor delivered to a Designated Facility, in each instance where the Contractor was obligated to pay the Tipping Fees pursuant to this Agreement. Each failure shall result in an assessment of \$1,000.
- 44.4.29 Failure to follow the procedures in the Contractor's Collection Plan for notifying a Designated Facility that the Contractor is obligated to pay the applicable Tipping Fee, in each instance where the Contractor delivered Solid Waste to the Designated Facility but failed to follow the approved procedures in the Collection Plan. Each failure shall result in an assessment of \$1,000.
- 44.4.30 Failure adhere to the approved routes in the Collection Plan, without receiving the Director's prior approval for the deviation. Each failure shall result in an assessment of \$500 per Day.
- 44.4.31 Failure to display the Contractor's name, telephone number, and identification number on a Collection vehicle or Mechanical Container in the manner specified herein, shall result in an assessment of \$100 per incident.
- 44.4.32 Failure to notify the Director about a Customer using two (2) or more Garbage Carts, within the deadlines contained herein, shall result in an assessment of \$250 per Customer.
- 44.4.33 Failure to cover or enclose Solid Waste and Recyclable Materials in the Contractor's Collection vehicles, as required herein, shall result in an assessment of \$250 per occurrence.
- 44.4.34 Failure to return a Collection Container to the location where the Customer placed it for Collection, or throwing or otherwise mishandling Collection Containers, shall result in an assessment of \$100 per incident.

## **SECTION 45: PAYMENTS WITHHELD FROM CONTRACTOR**

In addition to the remedies provided elsewhere in this Agreement, the County may withhold part or all of any payment otherwise due the Contractor from the County if the Director concludes that the Contractor's actions or inactions have resulted in the following:

- (1) Unsatisfactory work not caused by conditions beyond the Contractor's control;
- (2) Defective work that has not been corrected;
- (3) The Contractor's failure to carry out lawful instructions or orders from the Director, when required by this Agreement;
- (4) Failure of the Contractor to make payments to any subcontractor, which results in a claim against the County;

- (5) Unsafe working conditions allowed to persist by the Contractor, after receiving notice from the County or OSHA;
- (6) Failure of the Contractor to provide routes, schedules, data, or reports requested by the County; or
- (7) Failure to pay an administrative charge when due.

If the foregoing problems are corrected, payment shall be made to the Contractor for the amounts withheld, but the County shall not be liable to the Contractor for interest on any delayed payment. The Director shall not exercise the County's right to withhold payments under this section unless the Director concludes that such action is reasonable and necessary in light of the Contractor's repeated problems or persistent failure to perform in compliance with the requirements herein.

#### **SECTION 46: NO LIABILITY FOR DELAYS OR NON-PERFORMANCE DUE TO FORCE MAJEURE EVENTS**

- 46.1 Except for any payment obligation by either party, if the County or Contractor is unable to perform, or is delayed in its performance of any of its obligations under this Agreement by reason of any event of force majeure, such inability or delay shall be excused at any time during which compliance is prevented by such event and during such period thereafter as may be reasonably necessary for the County or Contractor to correct the adverse effect of such event of force majeure.
- 46.2 The Contractor shall not be entitled to compensation from a Customer or the County for such period of time as the delay or non-performance shall continue, but the Contractor will be entitled to pro-rata compensation after the Contractor's work has been completed. The County shall not be liable for any loss suffered by Contractor as a result of an event of force majeure.
- 46.3 An event of "force majeure" shall mean the following events or circumstances to the extent that they delay the County or Contractor from performing any of its obligations (other than payment obligation) under this Agreement:
  - (a) An Act of God, tornado, hurricane, flood, fire, explosion (except those caused by the negligence of Contractor, its agents, and assigns), landslide, earthquake, epidemic, and extremely abnormal and excessively inclement weather;
  - (b) Acts of a public enemy, acts of war, terrorism, insurrection, riots, civil disturbances, or national or international calamities;
  - (c) Suspension, termination or interruption of utilities necessary to the Contractor's operation or duties under this Agreement;
  - (d) An injunction, or a legal or equitable proceeding brought against the County or Contractor, or a Change in Law; and
  - (e) Any act, event, or condition, which is determined by mutual agreement of the County and the Contractor to be of the same general type as the events of force majeure identified in the preceding paragraphs.

- 46.4 Labor disputes, labor shortages, changing economic conditions, and the economic hardship of the Contractor shall not be considered an event of force majeure.
- 46.5 To be entitled to the benefit of this Section 46, a party claiming an event of force majeure shall give prompt written notice to the other party, specifying in detail the event of force majeure, and shall diligently proceed to correct the adverse effect of any force majeure. The parties agree that, as to this Section 46, time is of the essence.

## **SECTION 47: BREACH AND TERMINATION OF AGREEMENT**

### **47.1 TERMINATION BY EITHER PARTY FOR CAUSE**

Subject to the other provisions contained herein, either party may terminate this Agreement if the other party fails to perform any of its material obligations hereunder. A default by Contractor shall include but not be limited to the following:

- 47.1.1 Refusing to comply with any lawful order of the County Manager.
- 47.1.2 Failing to begin work within the time specified in this Agreement.
- 47.1.3 Failing to properly and timely perform work as instructed by the Director or as provided in this Agreement.
- 47.1.4 Performing the work unsuitably or neglecting or refusing to correct such work as may be rejected as unacceptable, unsuitable or otherwise nonconforming or defective.
- 47.1.5 Discontinuing operations without prior authorization from the Director.
- 47.1.6 Failing to resume work that has been suspended within a reasonable time, not to exceed two (2) Days, after being notified to do so.
- 47.1.7 Failing to obey any Applicable Law.
- 47.1.8 Soliciting or accepting any Rates, charges or fees from Customers for the Collection, disposal, or processing of Solid Waste or Recyclable Materials collected within the Service Area, except when such actions are explicitly authorized herein.
- 47.1.9 Failing to deliver Residential Waste collected in the Service Area to a Designated Facility.
- 47.1.10 Circumventing the payment of, or failing to pay, any Tipping Fee that the Contractor is obligated to pay to a Designated Facility.
- 47.1.11 Failing to comply with the procedures in the Contractor's Collection Plan.

- 47.1.12 Willfully taking actions that result in the County being charged Tipping Fees that the Contractor is obligated to pay.
- 47.1.13 Failing to obtain or continuously maintain insurance policies in the manner required herein.
- 47.1.14 Failing to pay, when due, any sums owed to a Subcontractor for services or materials provided pursuant to this Agreement;
- 47.1.15 Failing to provide or continuously maintain the Performance Bond required pursuant to Section 53;
- 47.1.16 A Parent Corporation Guaranty provided pursuant to Section 54 is revoked;
- 47.1.17 A representation or warranty provided by the Contractor in this Agreement is or becomes inaccurate in any material respect;
- 47.1.18 The Contractor is placed on a convicted vendor list following a conviction for a public entity crime; or
- 47.1.19 The Contractor commits an act or omission constituting fraud, gross negligence, or willful misfeasance toward the County.

Before a party may terminate this Agreement pursuant to this Section 47.1, the non-defaulting party shall give written notice to the other party that a default exists which will, unless corrected, constitute an event of default on the part of the defaulting party. The notice shall inform the defaulting party that this Agreement shall be terminated unless the default is cured within seven (7) calendar days following the defaulting party's receipt of the notice. If a cure cannot reasonably be effected within seven (7) Days despite the exercise of due diligence, the time to cure the default shall be extended to include such additional time as is reasonably necessary to effect a cure, provided that the defaulting party exercises continuous diligent efforts to cure the default during the extended cure period. If the defaulting party fails to cure the default within the cure period, the non-defaulting party may terminate this Agreement. The termination shall take effect as of the date specified by the non-defaulting party. Upon termination, the non-defaulting party may cure the default at the expense of the defaulting party, and have recourse to any other right or remedy to which the non-defaulting party may be entitled under this Agreement, at law, or in equity.

Notwithstanding anything else contained herein, each of the events described in Sections 47.1.20 and 47.1.21, below shall constitute an event of default for which there shall be no opportunity to cure. For such events, termination shall be effective three (3) calendar days after the non-defaulting party gives notice to the defaulting party or at such other time designated by the non-defaulting party.

47.1.20 Voluntary Bankruptcy

Written admission by a party that it is bankrupt; or filing by a party of a voluntary petition under the Federal Bankruptcy Act; or consent by a party to the court appointment of a receiver or trustee for all or a substantial portion of its property or business; or the making of any arrangement by a party with, or for the benefit of, its creditors or assigning to a trustee, receiver, or similar functionary (regardless of how

designated) all or a substantial portion of a party's property or business; or by becoming insolvent.

47.1.21 **Involuntary Bankruptcy**

Final adjudication of a party as bankrupt under the Federal Bankruptcy Act.

**47.2 INTERIM OPERATIONS**

In the event that this Agreement is terminated before the end of any term, the Contractor shall continue its operations for an interim period of up to one hundred eighty (180) calendar days if requested to do so by the County. The Contractor shall be paid for its services during said interim period at the rates in effect prior to issuance of the notice of termination.

**47.3 EFFECT OF TERMINATION**

If this Agreement is terminated pursuant to the provisions of this Section 47, neither the County nor the Contractor shall have any further duty, right, liability, or obligation under this Agreement, except that: (a) a party will not be relieved from liability for a breach of a warranty, obligation, or representation under this Agreement that occurred before the effective date of the termination; (b) the County shall pay all amounts owed to the Contractor, and the Contractor shall pay all amounts owed to the County, pursuant to this Agreement, through the date of the termination; (c) the Contractor shall deliver to the County all reports concerning the County's activities through the end of the month in which termination occurs; (d) at a minimum, the provisions of Sections 34.1, 34.6 and 51 shall survive the expiration or termination of this Agreement; and (e) any term, condition, covenant, or obligation which requires performance by a party subsequent to the termination of this Agreement shall remain enforceable against such party subsequent to such termination.

**47.4 SETTLEMENT AND RELEASE**

If this Agreement is terminated, the County shall pay to the Contractor any and all sums due, owing, and unpaid to the Contractor by the County for work performed through the date of termination, less any and all sums owed by the Contractor to the County, and less any and all deductions or other offsets the County may have. In exchange for these payments, the Contractor shall execute and deliver to the County a general release of the County, its elected officials, employees, representatives, and agents. This payment to the Contractor shall constitute Contractor's full and final compensation under this Agreement and the Contractor shall have no right to receive any further payments. This provision does not limit the right of the County to receive indemnification in the future.

**SECTION 48: OPERATIONS DURING DISPUTE**

If a dispute arises between the County, the Contractor, or any other Person concerning the Contractor's performance, rights, or compensation under this Agreement, the Contractor shall continue to perform its duties in strict compliance with the requirements of this Agreement, regardless of the pending dispute.

**SECTION 49: DISPUTE RESOLUTION PROCESS**

**49.1** The County and Contractor agree to cooperate and act in good faith at all times when dealing with each other. If a dispute arises between the parties, the parties shall attempt to resolve their

differences quickly and informally. If they are unable to do so, they shall seek relief by following the procedures set forth below.

- 49.2 All claims, disputes and controversies arising out of or related to the performance, interpretation, application or enforcement of this Agreement, including but not limited to claims for payment and claims for breach of this Agreement, shall be referred to non-binding mediation before initiation of any adjudicative action or proceeding at law or in equity, unless it shall be unreasonable to do so or an emergency situation or necessity dictates otherwise. All applicable statutes of limitations and defenses based on the passage of time shall be tolled while the mediation process is pending. The parties will take all reasonable measures necessary to effectuate such tolling.
- 49.3 The Contractor and County agree to participate fully in the mediation process and conscientiously attempt to resolve their dispute. Except as provided below, each party shall bear its own expenses in connection with the mediation. Both parties shall pay equally for the services of the mediator. The mediation shall take place in Lake County, Florida.
- 49.4 Notwithstanding the foregoing, if either party terminates this Agreement for cause, the terminating party shall have the right, in its sole discretion, to proceed directly with litigation of any claims or disputes relating to the termination for cause and may include other claims and disputes unrelated to the termination, and shall not be required to submit such claims or disputes to the mediation.
- 49.5 The parties agree that any claim filed in state or federal court concerning this Agreement shall be heard by a judge, sitting without a jury.
- 49.6 The County and the Contractor hereby knowingly, voluntarily, and permanently waive any right they may have to a jury trial concerning the performance, interpretation, application or enforcement of this Agreement.
- 49.7 When a dispute between the County and the Contractor is pending or threatened, the Contractor shall attempt to resolve the dispute with the Director. If this attempt is unsuccessful, either party may initiate a non-binding mediation process, in accordance with the provisions of Section 49.2, above. In addition, at any time during the dispute resolution process, the Contractor may request the County Manager to consider the disputed issue. The Contractor's written request shall be delivered to the Director and it shall describe the Contractor's proposed solution for resolving the dispute. The Director and the County Manager may request, and the Contractor shall timely provide, any additional information that is reasonably necessary to evaluate the disputed issue and the Contractor's proposal. The County Manager shall fully and fairly consider the Contractor's proposal in a timely manner. Upon request, the County Manager shall meet with the Contractor and discuss its proposal. If the County Manager rejects the Contractor's proposal in whole or in part, the Contractor may submit a written request to the County Manager for an opportunity to present its proposed solution to the Board. Thereafter, the Contractor shall be allowed to present its proposal to the Board at a duly noticed public meeting. The Board may accept or reject the Contractor's proposal, or take other action that the Board deems appropriate, in the Board's sole discretion.

## **SECTION 50: CONTRACTOR'S OBLIGATIONS PRIOR TO TERMINATION OF THIS AGREEMENT**

**50.1 CONTINUATION OF CONTRACTOR'S SERVICE**

If the County does not exercise its right to renew this Agreement or if there are no renewal options remaining, the County will attempt to award a new agreement to a Person at least six (6) months prior to the expiration of this Agreement. In the event a new agreement has not been awarded within such time frame, Contractor shall provide Collection Services to the County for an additional ninety (90) calendar days after the expiration of this Agreement, at the then current Rates, if the County requests this service.

**50.2 SALE OR LEASE OF CONTRACTOR'S MECHANICAL CONTAINERS**

Upon request, Contractor shall enter into good faith negotiations to allow the County or the County's newly selected franchise hauler to purchase, or rent for up to ninety (90) Days, the Mechanical Containers (if any) used and owned by the Contractor in the Service Area. The purchase price and rental fee shall be negotiated, but shall not be greater than the fair market value.

**50.3 SCHEDULE FOR TERMINATION OF CONTRACTOR'S SERVICE**

Prior to the termination of this Agreement, Contractor shall work with the County to ensure that there is no interruption or reduction of service when the Contractor ends its services to the County. If a new franchise agreement is awarded to a Person other than the Contractor, the Contractor shall coordinate and cooperate with the newly selected franchise hauler, as well as the County, to minimize any disruptions in the service provided to the public. At a minimum, the Contractor shall comply with the following performance requirements and deadlines:

|  |   |
|--|---|
| 180 calendar days prior to expiration of Agreement | If requested, the Contractor shall provide to the Director and the selected franchise hauler a Mechanical Container inventory, in a format acceptable to the County that includes each container's location (street address), capacity, identification number, and Collection frequency. Thereafter, the Contractor shall not replace or exchange any Contractor-owned Mechanical Container listed in the inventory, without the Director's approval. |
| 150 calendar days prior to expiration of Agreement | The Contractor shall attend a coordination meeting with the selected franchise hauler and the County. At or before the coordination meeting, the Contractor shall provide the County with a list of Contractor-owned containers that may be purchased by the County or the selected franchise hauler.   |
| 120 calendar days prior to expiration of Agreement | The Contractor shall work with the selected franchise hauler to develop a mutually agreeable schedule for the removal of Contractor-owned Collection Containers and placement of the selected franchise hauler's containers.  |
| 30 calendar days prior to expiration of Agreement  | The Contractor shall begin to implement the schedule in cooperation with the selected franchise hauler. The Contractor shall take all steps necessary to ensure there is no interruption in the Collection Service provided to Customers.   |

**50.4 COUNTY'S RIGHT TO PROCURE NEW SERVICES**

At any time, the County may issue a request for proposals, or commence negotiations with a Person other than the Contractor, or take any other step deemed necessary by the County to obtain the services of a Person who will collect Solid Waste for the County after this Agreement expires or is terminated.

## **SECTION 51: DAMAGES AND INDEMNIFICATION**

### **51.1 LIABILITY**

The Contractor shall be liable for all injuries and conditions that are caused by or result from the Contractor's actions, including but not limited to the Contractor's failure to perform in accordance with the terms of this Agreement. To the extent that the County and Contractor are joint tortfeasors, losses shall be apportioned in the manner described in Section 51.3, below.

### **51.2 CONTRACTOR'S INDEMNIFICATION OF COUNTY**

The Contractor releases and shall indemnify, hold harmless, and, if requested by the County, defend, each of the County Indemnified Parties from and against every Indemnified Loss that is caused by or results from, directly or indirectly, in whole or in part, any act, omission, or negligence of the Contractor, any tier of Subcontractor to the Contractor or any Subcontractor to a Subcontractor of the Contractor, or anyone directly or indirectly employed by any of those Persons for whose acts or omissions any of them may be liable, except to the extent resulting from the conduct of the County, including any damage to vehicles and injury to Persons. The obligation of the Contractor under this Section is absolute and unconditional; it is not conditioned in any way on any attempt by a County Indemnified Party to collect from an insurer any amount under a liability insurance policy, and is not subject to any set-off, defense, deduction, or counterclaim that the Contractor might have against the County Indemnified Party.

For the purposes of this Section, "County Indemnified Parties" means the County, the Board and each of its members, and every agent, officer, official, servant, and employee of the County. For purposes of this Section, an "Indemnified Loss" means all actual costs, losses, damages, expenses, and liabilities that a County Indemnified Party incurs or suffers pursuant to or in connection with (a) any act, negligence, or omission on the part of the Contractor or any of its agents or employees in the execution or performance of its obligations under or incidental to this Agreement, (b) any bodily injury, sickness, disease, or death, (c) any violation of Applicable Law (including workers' compensation laws, environmental laws, and health and safety laws) or any common law duty, (d) any actual or alleged infringement of any intellectual rights or property of any Person, (e) any pollution of or damage or destruction to property, natural resources, or the environment, (f) the designation by the Contractor of any document or material as exempt from public disclosure, (g) the County's decision to award this Agreement to the Contractor, and (h) defending, settling, prosecuting, investigating, or participating in (as a witness or otherwise) any proceeding that arises out of or pertains to any of the foregoing; in each case, even if attributable to the negligence of the County or any other County Indemnified Party, and without regard to or limitation by the amount or type of benefits, damages, or compensation payable by or for the Contractor, any Subcontractor, or any Subcontractor of a Subcontractor under any Applicable Law (including employee benefits, disability benefits, and workers' compensation laws).

It is the intent of this Section that the Contractor's indemnification obligations include all joint and several liability of the Contractor, any Subcontractor to the Contractor, or any Subcontractor to a Subcontractor of the Contractor, and anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

The County may employ any attorney of its choice or may use its in-house counsel to enforce or defend the County's right to indemnity provided by this Agreement. If a County Indemnified Party requests that the Contractor defend it with respect to any Indemnified Loss, the County Indemnified Party may participate in the defense at its sole cost and expense. The Contractor shall

advance or promptly reimburse to a County Indemnified Party any and all costs and expenses incurred by the County Indemnified Party in connection with investigating, preparing to defend, settling, or defending any legal proceeding for which the County Indemnified Party is entitled to indemnification under this Agreement, whether or not the County Indemnified Party is a party or potential party to it.

### **51.3 CONTRIBUTION**

In the event of joint negligence on the part of the County and the Contractor, any loss and costs shall be apportioned in accordance with the provisions of Section 768.31, Florida Statutes, the Uniform Contribution Among Tortfeasors Act, as it exists on the Effective Date, subject to the recovery limits set forth in Section 768.28, Florida Statutes, in effect on the Effective Date.

### **51.4 DAMAGES**

The measure of damages to be paid by the Contractor to the County or by the County to the Contractor, due to any failure by the Contractor or the County to meet any of its obligations under this Agreement, shall be the actual damages incurred by the County or the Contractor. Neither party shall have any liability under this Agreement for consequential, special, indirect, or punitive damages. The foregoing shall apply without regard to either party's rights to the Performance Bond, insurance proceeds, or other factors.

If the Contractor fails to comply with any Applicable Law, the Contractor shall promptly pay to the County the following:

- (a) All lawful fines, penalties, and forfeitures charged to the County by any judicial order or by any governmental agency responsible for the enforcement of the Applicable Law; and
- (b) The actual costs incurred by the County as a result of the Contractor's failure to comply with the Applicable Law, including any costs incurred in investigating and remedying the conditions which led to or resulted from the Contractor's failure to comply with the Applicable Law.

### **51.5 NO PERSONAL LIABILITY**

Nothing in this Agreement shall be construed as creating any personal liability on the part of any officer, employee, agent or representative of the County or the Contractor.

## **SECTION 52: CONTRACTOR'S INSURANCE**

The Contractor shall provide and maintain, on a primary basis and at its sole expense, at all times after the Effective Date until this Agreement expires or is terminated, policies of insurance that insure the Contractor against any and all claims, demands, or causes of action for injuries received or damages to people or property relating to the Contractor's acts and omissions under this Agreement. At a minimum, the Contractor shall maintain at all times the following insurance coverage, with the limits and endorsements described herein. The requirements contained herein, as well as the County's review or acceptance of insurance maintained by the Contractor, is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Agreement.

## 52.1 COMMERCIAL GENERAL LIABILITY

Contractor shall maintain Commercial General Liability with the following minimum limits and coverage:

|                                   |                         |
|-----------------------------------|-------------------------|
| Each Occurrence/General Aggregate | \$1,000,000/\$2,000,000 |
| Products - Completed Operations   | \$2,000,000             |
| Personal and Adv. Injury          | \$1,000,000             |
| Fire Damage                       | \$ 50,000               |
| Medical Expense                   | \$ 5,000                |
| Contractual Liability             | Included                |

The General Liability insurance form shall be no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent, without restrictive endorsements. Coverage shall not contain any endorsement(s) excluding nor limiting Products/Completed Operations, Contractual Liability or Cross Liability. The coverage shall include: (1) Bodily Injury and Property Damage; (2) Premises and Operations; (3) Independent Contractors; (4) Products and Completed Operations; (5) Broad Form or equivalent Contractual Coverage applicable to the Agreement and specifically confirming the indemnification and hold harmless provisions in the Agreement; (6) Broad Form or equivalent Property Damage Coverage; and (7) Personal Injury Coverage with employment and contractual exclusions removed and deleted.

## 52.2 BUSINESS AUTOMOBILE LIABILITY

Contractor shall maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Combined Single Limit / Each Accident. Coverage shall include liability for Owned, Non-Owned & Hired automobiles.

## 52.3 POLLUTION LIABILITY

Contractor shall maintain Pollution Liability at a minimum limit not less than \$2,000,000 Each Occurrence / \$4,000,000 Aggregate including all sudden and non-sudden events.

## 52.4 EXCESS LIABILITY

Contractor shall maintain Excess Liability at a limit of liability not less than \$5,000,000 Each Occurrence / \$5,000,000 Aggregate. Contractor shall include each required policy herein as an underlying policy on the Excess Liability. Contractor shall endorse the County as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Excess Liability provides coverage on a "True Following-Form" basis. This liability may be satisfied by Umbrella Liability form, and the limit may be satisfied by multiple layers of coverage.

## 52.5 WORKER'S COMPENSATION INSURANCE & EMPLOYERS LIABILITY

Contractor shall maintain Worker's Compensation Insurance & Employers Liability in accordance with Chapter 440, Florida Statutes. Contractor shall maintain Employers' Liability Limits not less than \$1,000,000 Each Accident, \$1,000,000 Disease Each Employee, and \$1,000,000 Disease Policy Limit.

## 52.6 ADDITIONAL INSURED ENDORSEMENTS

Contractor shall endorse its insurance with the County as an Additional Insured as follows: (1) for the Commercial General Liability, the Contractor shall endorse the County with either a CG 2026 Additional Insured – Designated Person or Organization endorsement or CG 2010 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement; (2) for the Business Automobile Liability, the Contractor shall endorse the County with a CA 2048 – Designated Insured, or similar endorsement; (3) for the Pollution Liability, the Contractor shall endorse the County with the standard Additional Insured endorsement filed by the insurer for use in the State of Florida; and (4) for the Excess Liability, the Contractor shall endorse the County as an "Additional Insured" on the Umbrella or Excess Liability, unless the policy provides coverage to the underlying policies on a "True Following-Form" basis. The Additional Insured shall read "Lake County, a political subdivision of the State of Florida, and the Board of County Commissioners," for all endorsements. These endorsements shall specifically state that the coverage afforded by the endorsement shall be provided on a primary and non-contributory endorsement. This primary and non-contributory language can be included in the additional insured endorsement, can be provided in a separate stand-alone endorsement, or this language can be included in the actual liability coverage form for the line of insurance coverage that is being evidenced to the County. A copy of any endorsement issued to extend coverage to the County must be provided when evidencing insurance to the County.

## 52.7 WAIVER OF SUBROGATION

Contractor agrees to a Waiver of Subrogation for each policy required herein. When required by the insurer, or should a policy condition not permit Contractor to enter into an pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis. A copy of any endorsement issued to extend coverage to the County must be provided when evidencing insurance to the County.

## 52.8 CERTIFICATE(S) OF INSURANCE

At least ten (10) Days prior to the Commencement Date, Contractor shall provide County a Certificate of Insurance evidencing that all coverages, limits, deductibles, self-insured retentions and endorsements required herein are maintained and in full force and effect. Said Certificate of Insurance shall provide for a minimum of thirty (30) Days prior written notice to the County of any cancellation, material change in coverage, or non-renewal of coverage. The Contractor shall ensure that such notice is provided to the County. The Certificate of Insurance shall identify the County's RFP No. 13-0303 in the Description of Operations section of the Certificate. The Certificate Holder shall be identified as:

Lake County, a political subdivision of the State of Florida,  
and the Board of County Commissioners  
P.O. Box 7800  
315 West Main Street  
Tavares, FL 32778-7800

The Certificates of Insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each policy includes a Cross Liability or Severability of Interests provision, with no requirement for premium payments by the County. The Certificate of Insurance shall be provided to the County Attorney's Office, at the address provided above. Copies shall be provided as follows:

Copy to: Lake County  
Office of Procurement Services  
P.O. Box 7800  
315 West Main Street, Suite 441  
Tavares, FL 32778-7800

Copy to: Lake County  
County Attorney's Office  
P.O. Box 7800  
315 West Main Street, Suite 335  
Tavares, FL 32778-7800

## **52.9 DEDUCTIBLES, SELF-INSURED RETENTIONS, AND SUPPLEMENTAL COVERAGE**

Contractor shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention. When a self-insured retention or deductible exceeds \$25,000 for any of the foregoing required policies, the County reserves the right, but not the obligation, to review and request a copy of the Contractor's most recent annual report or audited financial statements to determine the reasonability of the retention levels, based on the financial capacity of Contractor. All self-insured retentions shall appear on the Certificate of Insurance and shall be subject to the County's approval. At the County's option, the Contractor may be required to reduce or eliminate the self-insured retentions, or the Contractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money that may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the Contractor and any subcontractor providing the insurance.

For policies written on a "Claims-Made" basis, Contractor shall maintain a Retroactive Date prior to or equal to the Effective Date of this Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggers the right to purchase a Supplemental Extended Reporting Period (SERP) coverage during the term of this Agreement, Contractor agrees to purchase a SERP with a minimum reporting period not less than two (2) years. The requirement to purchase a SERP shall not relieve Contractor of the obligation to provide replacement coverage.

## **52.10 RIGHT TO REVISE OR REJECT**

The County reserves the right, but not the obligation, to reject any insurance policies that fail to meet the criteria stated herein. Additionally, the County reserves the right, but not the obligation, to review or reject any insurer providing coverage due to its poor financial condition or failure to operate in compliance with Applicable Laws. Neither the County's approval of any insurance provided by the Contractor or a Subcontractor, nor the County's failure to disapprove such

insurance, shall relieve the Contractor or a Subcontractor of any part or all of its responsibility for any liability, damages, or accidents, as set forth herein.

#### **52.11 MINIMUM REQUIREMENTS FOR INSURANCE COMPANIES**

Insurance companies selected by the Contractor are subject to the approval of the County. All of the insurance provided pursuant to this Agreement must be issued by an insurance company duly authorized and licensed to do business in the State of Florida with a Financial Stability Rating of A- to A++ based on the latest edition of A.M. Best's Insurance Guide. Additionally, the Financial Category Size must be VI or greater.

#### **52.12 OTHER INSURANCE REQUIREMENTS**

At its option, the County may allow the Contractor to be self-insured for one or more lines of coverage. In such circumstances, the Contractor shall be required to demonstrate to the satisfaction of the County that the Contractor has adequate financial resources to defend and cover all claims in the amounts and categories required by the County.

The County may require the Contractor to increase or decrease its policy limits or to change a policy to reflect changing liability limits. Within sixty (60) Days after receipt of a notice to increase its policy limits, the Contractor shall provide the County with proof that it has obtained increased coverage.

The Contractor shall immediately advise the County of actual or potential litigation that will reduce the coverage provided to the County.

An insurer shall have no right of recovery against the County. The required insurance policies shall protect the Contractor and the County, and they shall be the primary coverage for any losses covered by the policies. The Contractor shall confirm that any company issuing insurance pursuant to this Agreement agrees it has no recourse against the County for payment of premiums or assessments in any form for such insurance.

The Contractor shall be responsible for all of its subcontractors (if any) and their insurance. Each subcontractor shall provide certificates of insurance to the Contractor that demonstrate coverage and terms in compliance with the requirements applicable to the Contractor.

Neither approval by the County of any insurance supplied by the Contractor or a Subcontractor, nor a failure to disapprove such insurance, shall relieve the Contractor or any Subcontractor of their responsibility for liability, damages, and accidents as set forth herein.

### **SECTION 53: PERFORMANCE BOND**

The Contractor shall furnish to the County an irrevocable Performance Bond for the faithful performance of this Agreement and all of the Contractor's obligations hereunder. The Performance Bond shall be in the amount of Five Hundred Thousand Dollars (\$500,000) or one-half of the estimated annual payments to the Contractor under this Agreement during the next Agreement Year, whichever is greater. The form and content of the Performance Bond shall be substantially the same as the draft bond in **Exhibit 5**, and shall be subject to the approval of the County. The Performance Bond shall be issued by a surety company that is acceptable to the County. At a minimum, the surety company shall be rated "A+" or better as to management and "FSC XV" or better as to strength by Best's Insurance Guide or Surety, and shall be listed on the U.S. Treasury Department's list of acceptable sureties for federal bonds. The Surety

shall have been in business and have a record of successful and continuous operation for at least five years. The Performance Bond shall: (a) contain any provisions required by Applicable Law; (b) guarantee the performance of the Agreement; (c) serve as security for the payment of all Persons performing labor and furnishing materials in connection with this Agreement; and (d) not be canceled or altered without at least thirty (30) calendar days prior notice to the County. The Contractor shall furnish the Performance Bond to the County at least twenty (20) calendar days before the Commencement Date.

Maintenance of the Performance Bond and the performance by the Contractor of all of the obligations under this section shall not relieve the Contractor of liability under the default and termination provisions set forth in this Agreement or from any other liability resulting from any breach of this Agreement. The Performance Bond may be "called" and used if there is any default or breach of this Agreement by the Contractor. Calling or using the Performance Bond shall not restrict or preclude the use of any additional or other remedies available to the County against the Contractor for breach, default or damages.

The County reserves the right to require the Contractor to increase the amount of the Performance Bond in the event of a change in a Designated Facility, other changed circumstances, or upon the renewal of this Agreement. If the County exercises this right, the Contractor shall pay the cost of the increased Performance Bond, without any increase in the Rates.

In the event of a strike of the employees of Contractor, or any other similar labor dispute which makes performance of this Agreement by the Contractor substantially impossible, the County shall have the right to call the Performance Bond three (3) Days after giving notice and may engage another Person to provide necessary services.

#### **SECTION 54: PARENT CORPORATION GUARANTEE**

The Contractor shall provide a corporate guaranty from the Contractor's parent company ("Guarantor"), whereby the Guarantor shall guarantee the performance of the Contractor's obligations under this Agreement. The form and content of the corporate guaranty shall be substantially the same as the draft guaranty in Exhibit 4 and shall be subject to the County's approval.

#### **SECTION 55: ASSIGNMENT OF AGREEMENT**

**55.1** No assignment of this Agreement or any right or responsibility occurring under this Agreement, shall be made in whole or in part by the Contractor without the express written consent of the County Manager. The County Manager shall have the right to approve or deny, with or without cause, any proposed or actual assignment by the Contractor. Any assignment of this Agreement made by the Contractor without the express written consent of the County Manager shall be null and void and shall be grounds for the County to declare a default of this Agreement. In such cases, the County may terminate this Agreement by giving written notice to the Contractor, and upon the date of such notice, this Agreement shall be deemed immediately terminated. Upon such termination all liability of the County under this Agreement to the Contractor shall cease, except for the amounts due and owing for Collection Services completed at that time. Thereafter, the County shall have the right to call the Performance Bond and shall be free to negotiate with any Person for the service which is the subject of this Agreement.

- 55.2 In the event that the County Manager's consent to any proposed assignment is denied, Contractor shall continue to provide all of the services required herein for the remainder of the term.
- 55.3 If any assignment is approved by the County Manager, the assignee shall fully assume all of the liabilities of the Contractor.
- 55.4 The requirements of this Section 55 shall include, but not be limited to cases where the Contractor hires a subcontractor to undertake any of the Contractor's obligations under this Agreement.

## **SECTION 56: TRANSFER OF AGREEMENT**

The transfer of this Agreement, by transfer of ownership, transfer of corporate shares, or any other means to effect a change in the ownership structure of the Contractor, shall be effective only after approval by the Board. Any transaction that results in the Contractor or its assets being purchased by or merged with another Person shall constitute a transfer of this Agreement, which is subject to the County's approval. An application to transfer this Agreement shall be submitted jointly by the proposed transferor and transferee, and shall contain the same type of information about the transferee that was provided by the Contractor before the County granted this franchise. At a minimum, the proposed transferee shall (a) verify in writing that it will comply with all of the requirements in this Agreement and (b) demonstrate that it has the financial resources, expertise, personnel, equipment and other capabilities necessary to do so. The application shall be accompanied by a non-refundable application fee in the amount of Twenty Thousand Dollars (\$20,000.00). The Board may grant or deny the application for transfer, or may grant the application subject to conditions, but the Board's approval shall not be unreasonably withheld.

## **SECTION 57: SUBSEQUENT COUNTY ORDINANCES**

Nothing contained in any County ordinance hereafter adopted shall be construed to affect, change, modify or otherwise alter the duties, responsibilities, and operations of the Contractor under this Agreement, unless it is agreed to in writing by both the Contractor and the County and this Agreement is amended accordingly.

## **SECTION 58: AMENDMENTS TO THE AGREEMENT**

### **58.1 GENERAL REQUIREMENTS**

This Agreement constitutes the entire Agreement and understanding between the parties hereto. This Agreement shall not be considered modified, altered, changed or amended in any respect unless the Agreement is amended in writing and the amendment is signed by the Contractor and the Commission or its designee.

### **58.2 COUNTY POWER TO AMEND AGREEMENT**

The County shall have the power to make changes in this Agreement relative to the scope and method of providing Collection Service, when the County deems it necessary and desirable for the public welfare. The Director shall give the Contractor notice of any proposed change and an opportunity to be heard concerning any relevant matters. The County and Contractor agree to enter into good faith negotiations to modify this Agreement and the Rates, as necessary. The

scope and method of providing Collection Service, as referenced herein, shall be liberally construed to include, but not be limited to the manner, procedures, operations, and obligations of the Contractor.

### **58.3 AMENDMENTS DUE TO CHANGES IN LAW**

The County and the Contractor understand and agree that changes in the Applicable Laws may require amendments to some of the conditions or obligations of this Agreement. In the event any future change in any Applicable Law materially alters the obligations of the Contractor or the County, then the provisions and Rates in this Agreement may need to be modified. The County and Contractor agree to enter into good faith negotiations regarding amendments to this Agreement, which may be required in order to implement changes for the public welfare or due to a Change in Law.

## **SECTION 59: WAIVER OF RIGHTS**

No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as deemed expedient. The failure of the County or Contractor at any time to require performance by the other party of any term in this Agreement shall in no way affect the right of the County or Contractor thereafter to enforce same. Nor shall waiver by the County or Contractor of any breach of any term of this Agreement be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement.

## **SECTION 60: WAIVER OF FLOW CONTROL CLAIMS**

The Contractor has voluntarily entered into this Agreement for the purpose of enjoying the economic and other benefits conferred upon the Contractor by this Agreement. To ensure that the County also enjoys the benefits of this Agreement, the Contractor hereby knowingly, voluntarily, and permanently waives its right to challenge, contest, or invalidate the provisions in this Agreement that require the Contractor to use a Designated Facility for the disposal or processing of Solid Waste collected by the Contractor in the Service Area. This waiver includes but is not limited to any claim that this Agreement implements an inappropriate form of Solid Waste "flow control", regardless of whether the claim is based on local, state, or federal law, or the Florida or U.S. Constitution, or any other grounds, and regardless of whether the claim seeks damages, injunctive relief, or other remedies at law or in equity.

## **SECTION 61: GOVERNING LAW AND VENUE**

The laws of the State of Florida shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement. Any and all legal or equitable actions necessary to enforce this Agreement shall be held and maintained solely in the state or federal courts in and for Lake County, Florida. Venue shall lie exclusively in Lake County.

## **SECTION 62: COMPLIANCE WITH LAWS AND REGULATIONS**

Contractor shall at all times comply with all Applicable Laws now in effect or hereafter enacted, which are applicable in any way to Contractor, its officers, employees, agents, or subcontractors.

### **SECTION 63: PERMITS AND LICENSES**

Contractor, at its sole cost and expense, shall obtain and maintain throughout the term of this Agreement all permits, licenses and approvals necessary or required for Contractor to perform the work and services described herein.

### **SECTION 64: EQUAL OPPORTUNITY EMPLOYMENT**

Contractor agrees that it shall not discriminate against any employee or applicant for employment for work under this Agreement because of handicap, race, color, religion, sex, age, or national origin and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment by Contractor without regard to race, color, religion, sex, age or national origin. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Contractor agrees to furnish the County with a copy of its non-discrimination and equal employment opportunity policy, upon request.

### **SECTION 65: AGREEMENT DOCUMENTS**

This Agreement and the following documents comprise the entire Agreement between the County and Contractor. The following documents are attached to this Agreement and they are incorporated in this Agreement by this reference:

#### **Exhibit 1 through Exhibit 6**

After the Effective Date, the Agreement shall be supplemented with the following:

Performance Bond and Insurance Certificates

Any amendments to this Agreement that are approved by the Board and Contractor

There are no Agreement documents other than those listed above. In the event of conflict between the Agreement and the provisions of any exhibit, the provisions of this Agreement shall control.

### **SECTION 66: ALL PRIOR AGREEMENTS SUPERSEDED**

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained herein. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written.

This Agreement shall supersede the County's RFP 13-0303 and the Contractor's response to the RFP. In the event of any conflict, the provisions of this Agreement shall govern and shall supersede anything contained in the County's RFP or the Contractor's response.

This Agreement shall supersede all prior agreements between the parties regarding the matters addressed herein. The parties agree that any existing franchise agreement shall be deemed to be terminated on the

Commencement Date and it shall have no force or effect thereafter. On and after the Commencement Date, this Agreement shall govern the parties' conduct.

### **SECTION 67: HEADINGS**

Headings in this document are for convenience of reference only and are not to be considered in any interpretation of this Agreement.

### **SECTION 68: CONSTRUCTION OF AGREEMENT**

Both parties acknowledge that they are represented by legal counsel and they have had meaningful input into the terms and conditions contained in this Agreement. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party that physically prepared this Agreement. The rule sometimes referred to as "Fortius Contra Proferentum" shall not be applied to the interpretation of this Agreement.

### **SECTION 69: SURVIVABILITY**

Any term, condition, covenant, or obligation which requires performance by a party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

### **SECTION 70: SEVERABILITY**

The definitions and provisions contained in this Agreement shall not be construed to require the County or the Contractor to take any action that is contrary to any local, state or federal law. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect. This Agreement shall be construed as if such invalid, illegal, void or unenforceable provision had never been contained herein.

### **SECTION 71: FAIR DEALING**

The Contractor declares and warrants that the Contractor enters into this Agreement without reliance on or engaging in any collusion, bribery or fraud, that all of the Contractor's representations in this Agreement are made fairly and in good faith, and that no Board member, County officer, or County employee, directly or indirectly owns more than one percent (1%) of the total assets or capital stock of the Contractor, nor will any such Person directly or indirectly benefit by more than one percent (1%) from the profits or emoluments of this Agreement, nor has the Contractor provided any gift to any such Person or their family. The Contractor warrants that it has not employed or retained any company or Person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and the Contractor has not paid or agreed to pay any Person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other compensation contingent upon or resulting from the award or making of this Agreement. Further, the Contractor declares and warrants that the Contractor is not subject to the restrictions in Sections 287.133 and 287.134, Florida Statutes, for a public entity crime.

## **SECTION 72: SOVEREIGN IMMUNITY**

Nothing in this Agreement shall be interpreted or construed to mean that the County waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statutes.

## **SECTION 73: REMEDIES NOT EXCLUSIVE**

The remedies specified in this Agreement shall supplement, and not be in lieu of, any other remedies provided at law or in equity. The payment of any administrative charges by the Contractor shall not constitute a defense for the Contractor, nor an election of remedies by the County, nor serve as the basis for a claim of estoppel against the County, nor prevent the County from terminating this Agreement. The County's decision to refrain from assessing administrative charges, or suspending or terminating this Agreement, or seeking any other relief from any failure in the Contractor's performance, shall not constitute a waiver of the County's right to pursue any other remedy or a waiver of its right to pursue a remedy for any future failure by the Contractor. No remedy conferred by this Agreement 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, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

## **SECTION 74: NOTICES TO PARTIES**

All notices, requests, authorizations, approvals, protests, and petitions provided for herein shall be in writing. Such documents shall be addressed as shown below and either (a) hand delivered, (b) mailed by registered or certified mail (postage prepaid), return receipt requested, or (c) sent by telecopy. The documents shall be deemed to have been duly delivered when personally delivered, or when transmitted by telecopier and receipt is confirmed by telephone, or when delivered by U.S. Mail or courier service, as shown by the return receipt. For the present, the Contractor and the County designate the following as the appropriate people and places for delivering notices and other documents:

As to County: County Manager  
Lake County  
P.O. Box 7800  
315 West Main Street, Suite 308  
Tavares, FL 32778-7800  
Telephone: 352/343-9888  
Facsimile: 352/343-9495

Copy to: County Attorney  
Lake County  
P.O. Box 7800  
315 West Main Street, Suite 335  
Tavares, FL 32778-7800  
Telephone: 352/343-9787  
Facsimile: 352/343-9646

As to Contractor: Bob Shires, Regional V.P.  
5002 SW 41<sup>st</sup> Blvd  
Gainesville, FL 32608  
Telephone: 352/264-3274

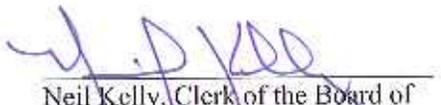
Facsimile: 352/258-9570

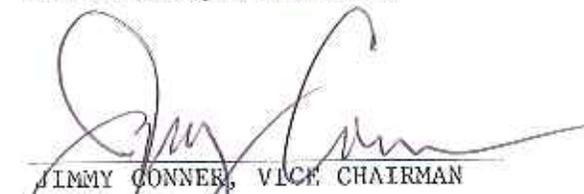
Both parties reserve the right to designate a different representative or representatives in the future, or to change the address(es) for notice, by providing written notice to the other party of such change.

**IN WITNESS WHEREOF**, the parties have made and executed this Agreement, as attested to by the signature of their duly authorized officers or representatives and their official seals affixed hereon, the day and year first above written.

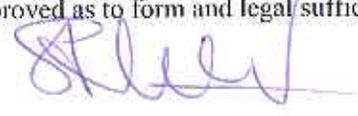
Attest:

LAKE COUNTY, by and through its  
Board of County Commissioners

  
Neil Kelly, Clerk of the Board of  
County Commissioners of Lake  
County, Florida

  
JIMMY CONNER, VICE CHAIRMAN  
This 28 day of August, 2013

Approved as to form and legal sufficiency

  
Sanford A. Minkoff  
County Attorney

CONTRACTOR

By: [Signature]  
Signature  
Bob Shires Regional Vice President  
Printed Name and Title  
This 25<sup>th</sup> day of July, 2013

ATTEST  
[Signature]  
SECRETARY

STATE OF FLORIDA )  
) SS:  
COUNTY OF Alachua

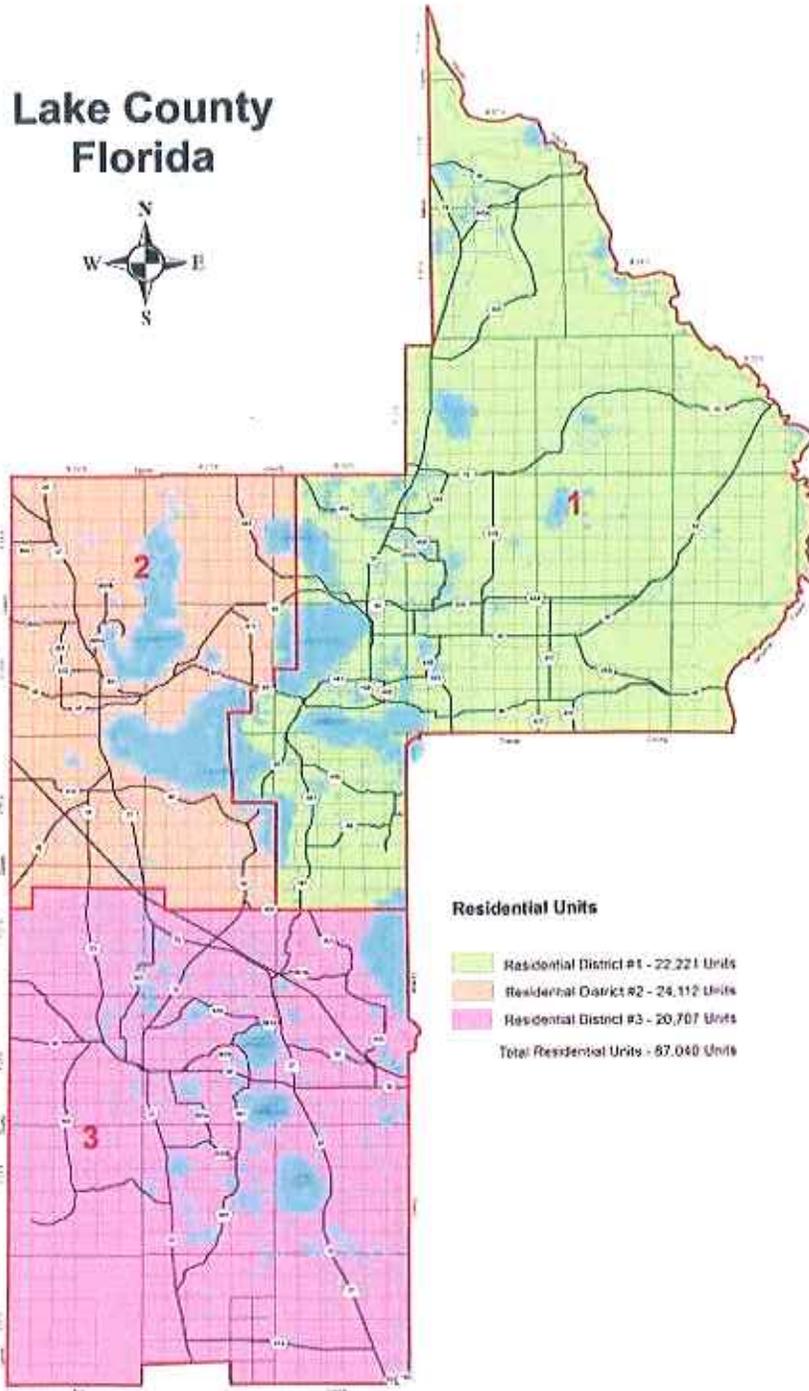
BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Bob Shires as Regional Vice Pres. of WCA, an organization authorized to do business in the State of Florida, and he/she executed the foregoing Agreement as the proper official of WCA for the uses and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/she is personally known to me or has produced personally known as identification.

[Signature]  
NOTARY PUBLIC

My Commission Expires:



# EXHIBIT 1: GENERAL MAP OF SERVICE AREA



## EXHIBIT 2: LEGAL DESCRIPTION OF SERVICE AREA

### Service Area 1:

All of Township 14 South, Range 27 East  
All of Township 15 South, Range 27 East  
All of Township 15 South, Range 28 East  
All of Township 16 South, Range 27 East  
All of Township 16 South, Range 28 East  
All of Township 17 South, Range 27 East  
All of Township 17 South, Range 28 East  
All of Township 17 South, Range 29 East  
All of Township 17 South, Range 30 East  
Sections 1-5, 8-17, 20-29, and 32-36, Township 18 South, Range 26 East  
All of Township 18 South, Range 27 East  
All of Township 18 South, Range 28 East  
All of Township 18 South, Range 29 East  
All of Township 18 South, Range 30 East  
Sections 25, 35 and 36, Township 19 South, Range 25 East  
Sections 1-5, 8-17, and 19-36, Township 19 South, Range 26 East  
All of Township 19 South, Range 27 East  
All of Township 19 South, Range 28 East  
All of Township 19 South, Range 29 East  
Sections 1-2, and 11-14, Township 20 South, Range 25 East  
All of Township 20 South, Range 26 East  
Sections 1-12, Township 21 South, Range 26 East  
Lying within Lake County, Florida

### EXHIBIT 3: RATES FOR COLLECTION SERVICES

|                | <u>Site 1 (County Landfill)</u> | <u>Site 2 (ACMS)</u>    |
|----------------|---------------------------------|-------------------------|
| Service Area 1 |                                 |                         |
|                | \$ <u>4.76</u> (MSW)            | \$ <u>4.96</u> (MSW)    |
|                | \$ <u>4.18</u> (YT)             | \$ <u>4.18</u> (YT)     |
|                | \$ <u>2.98</u> (RM)             | \$ <u>2.98</u> (RM)     |
|                | \$ <u>11.92</u> (Total)         | \$ <u>12.12</u> (Total) |

Alternative Locations if Necessary:

| <u>Site 3 (Covanta)</u> | <u>Site 4 (W.M. Transfer)</u> | <u>Site 5 (W.S.I. Transfer)</u> |
|-------------------------|-------------------------------|---------------------------------|
| \$ <u>4.96</u> (MSW)    | \$ <u>5.02</u> (MSW)          | \$ <u>4.96</u> (MSW)            |
| \$ <u>4.18</u> (YT)     | \$ <u>4.18</u> (YT)           | \$ <u>4.18</u> (YT)             |
| \$ <u>2.98</u> (RM)     | \$ <u>2.98</u> (RM)           | \$ <u>2.98</u> (RM)             |
| \$ <u>12.12</u> (Total) | \$ <u>12.18</u> (Total)       | \$ <u>12.12</u> (Total)         |

**SUPPLEMENTAL PRICING SHEET 7 UNDER RFP 13-0303, COLLECTION OF RESIDENTIAL WASTE**

**Pricing Sheet #7:** Pricing for Various Communities Requesting Twice a Week Collection of Residential Waste.

The price to be inserted below reflects the dollar variance per month associated with provision of collection of residential waste on a twice per week, instead of once per week, basis within the specific denoted community, with disposal at the five locations stated in the RFP. This additional collection will be in addition to the collections for garbage (once), recycling (once) and yard waste (once).

Site 5 (W.S.L. Transfer)      Site 1 (County Landfill)      Site 2 (ACMS)      Site 3 (Covanta)      Site 4 (W.M. Transfer)

Service Area 1      \$ \$2.46 (MSW)      \$ \$2.46 (MSW)      \$ \$2.46 (MSW)      \$ \$2.46 (MSW)      \$     

**Sample Community Description:** Sullivan Ranch Subdivision as depicted and described on attached maps

Service Area 2      \$ No Bid (MSW)      \$ No Bid (MSW)      \$ No Bid (MSW)      \$ No Bid (MSW)

**Sample Community Description:** Plantation at Leesburg as depicted and described on attached maps

Service Area 3      \$ No Bid (MSW)      \$ No Bid (MSW)      \$ No Bid (MSW)      \$ No Bid (MSW)      \$ No Bid (MSW)

**Sample Community Description:** Greater Groves Subdivision as depicted and described on attached maps

*SUBMITTED BY WCA*

#### Exchange of Garbage Carts and Recycling Carts

- (a) Exchange of any cart before April 1, 2015: No Charge
- (b) Exchange of a Recycling Cart for a larger Recycling Cart: No Charge
- (c) Exchange of any cart at Contractor's office: No Charge
- (d) Exchange of a cart on or after April 1, 2015, except as provided in (b) and (c), above: No Charge for the cart, but the Contractor may collect a delivery fee, which shall not exceed Forty Dollars (\$40.00).

#### Sale of Garbage Carts and Recycling Carts

- (a) Sale of additional cart: \$60.00
- (b) Delivery of additional cart at Contractor's office: No Charge
- (c) Delivery of additional cart to Customer's Premises: Not to exceed Forty Dollars (\$40.00).

## EXHIBIT 4

### PARENT CORPORATION GUARANTY

THIS GUARANTY ("Guaranty") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2013, by WCA Waste Corporation, a Delaware corporation (the "Guarantor"), to and for the benefit of Lake County, Florida (the "County") (each capitalized term used and not defined herein shall have the meaning ascribed to such term in the Agreement).

#### WITNESSETH:

WHEREAS, WCA of Central Florida, Inc., (the "Contractor"), a Florida corporation and a wholly-owned subsidiary of the Guarantor, is entering into an "Exclusive Franchise Agreement ("Agreement") with the County; and

WHEREAS, the Guarantor is willing to guarantee the performance of the Contractor under the Agreement, pursuant to the terms of this Guaranty; and

WHEREAS, the execution of this Guaranty is a condition precedent to the execution by the Contractor and the County of the Agreement, and the County would not enter into the Agreement unless the Guarantor provided this Guaranty.

NOW, THEREFORE, as an inducement to the County to enter into the Agreement, the Guarantor agrees as follows:

1. The Guarantor hereby irrevocably, absolutely and unconditionally guarantees the full, prompt and timely performance and discharge of all of the duties, obligations, covenants and agreements of the Contractor pursuant to and in accordance with the terms and provisions of the Agreement, including but not limited to, the full, prompt and timely payment when due of all sums and amounts payable by the Contractor, including without limitation, the payment of any and all fines, damages, indemnification obligations, costs, and expenses, including without limitation, reasonable fees and expenses of attorneys (collectively, the "Obligations").

2. All Obligations of the Guarantor under this Guaranty shall be irrevocable, absolute, unconditional and continuing, and shall remain in full force and effect until all of the Obligations now existing or hereafter incurred shall have been performed, discharged and paid in full in accordance with the terms of the Agreement. The Obligations of the Guarantor under this Guaranty shall not be released, discharged, affected, modified or impaired by reason of the happening from time to time of any event or circumstance, including, without limitation, any one or more of the following:

(i) the compromise, settlement, release, discharge or termination of any or all of the Obligations, by operation of law or otherwise, except by payment and performance in full of the Obligations pursuant to the terms of the Agreement;

(ii) the failure of the County to give notice to the Contractor or the Guarantor of the occurrence of any Event of Default under the Agreement;

(iii) the waiver of the payment, performance or observance by the County of any of the Obligations;

(iv) the extension of the time (whether one or more) for payment or performance of the Obligations, or the extension or the renewal of any thereof;

(v) the invalidity or unenforceability of any term or provision of the Agreement based on the lack of authority, insolvency, bankruptcy or reorganization of the Contractor;

(vi) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all of the assets, marshaling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, arrangement, composition with creditors or readjustment of, or other similar proceedings affecting the Contractor, or its assets, or the Guarantor, or its assets, or any allegation of invalidity or contest of the validity of this Guaranty in any such proceedings;

(vii) the default or failure of the Guarantor to fully perform any of its obligations set forth in this Guaranty, or the occurrence of any events of default under the Agreement;

(viii) the failure of any agreement, instrument, certificate, or other document to be executed or delivered in connection with the Agreement; or

(ix) any assignment, amendment, modification, or waiver of, or change in any of the terms, covenants, conditions or provisions of any of the Obligations or the Agreement, or the invalidity or unenforceability of any of the foregoing.

3. This Guaranty shall be construed in accordance with and governed by the laws of the State of Florida, without giving effect to any choice or conflict of law provisions or rules (whether of the State of Florida or any other jurisdiction).

4. Subject to the provisions of Section 7 hereof, this Guaranty shall be binding upon and enforceable against the Guarantor, its successors, or permitted assigns and legal representatives (including any successor by merger or consolidation or any transferee of all or substantially all of the properties or capital stock of the Guarantor), whether or not the Guarantor's obligations hereunder are expressly assumed by such successor, assignee, or transferee, and is for the benefit of the County and any of its successors and assigns under the Agreement.

5. Each and every event of default under the Agreement shall give rise to a separate cause of action hereunder, and separate claims may be brought hereunder by the County as each cause of action arises. The Guarantor waives to the greatest extent permitted by law: notice of acceptance hereof; presentment and protest of any instrument, and notice thereof; notice of default; notice of foreclosure; notice of any modification, release or other alteration of any of the

Obligations or of any security therefor and all other notices to which the Guarantor might otherwise be entitled. Should the Contractor default in the payment or performance of any of the Obligations, the obligations of the Guarantor hereunder with respect to such Obligations in default shall become immediately due and payable to the County without demand or notice of any nature, all of which are expressly waived by the Guarantor. Payments by the Guarantor hereunder may be required by the County on any number of occasions.

6. No failure, omission or delay by the County in exercising any right, power or privilege hereunder or under the Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other right, power or privilege of the County. No waiver, amendment, release or modification of this Guaranty shall be established by conduct, custom or course of dealing, but solely by an instrument in writing duly executed by the party against whom any such waiver, amendment, release or modification is sought to be enforced.

7. The Guarantor shall not assign its obligation hereunder nor substitute any Person in place of itself hereunder without first obtaining the express prior written consent of the County, which consent may be withheld by the County in its sole and absolute discretion. Any attempted assignment in violation of this Guaranty shall be null and void.

8. The obligations of the Guarantor to the County set forth in this Guaranty are direct, absolute and unconditional without regard to the liability of any other Person; and shall not be subject to any requirement that the County first enforce any remedies it may have against the Contractor or any other Person, or any requirement to seek to recover from the Contractor hereunder before proceeding against the Guarantor hereunder, and shall not be subject to any claim of the Guarantor against any other Person including the County. No setoff, counterclaim, reduction, or diminution of any obligation, or any other defense of any kind of nature (excepting payment or performance in fact and any other defenses the Contractor has under the Agreement) which the Contractor or the Guarantor has or may have against the County shall limit or in any way affect the Guarantor's obligations under this Guaranty.

9. Each of the Guarantor and the County irrevocably (i) consents that any action or proceeding against it under, arising out of or in any manner relating to this Guaranty shall be brought in the state or federal courts in and for Lake County, Florida, and consents to the exclusive jurisdiction of such courts; (ii) assents and submits to the personal jurisdiction of any such court in any such action or proceeding; (iii) consents to the service of summons, notice, or other process relating to any such action or proceeding by delivery thereof by hand or by mail in the manner provided for in Section 13 of this Guaranty and consents that it may be served with any process or paper by registered mail or by personal service within or without the State of Florida, in accordance with applicable laws; (iv) waives any objection, claim or defense which it may have at any time to the laying of venue of any such action or proceeding in any such court; (v) waives any claim that any such action or proceeding brought in any such court has been brought in an inconvenient forum; (vi) waives the right to object, with respect to any such action or proceeding brought in any such court, that such court does not have jurisdiction over such party; and (vii) permanently, voluntarily, and with the advice of counsel, waives any rights it may have to a jury trial concerning any dispute involving or arising out of the Agreement or this Guaranty.

10. Upon payment by the Guarantor of any sum to the County hereunder, all rights of the Guarantor against the Contractor arising as a result thereof by way of right of subrogation or otherwise shall in all respects be subordinate, junior in right of payment to, and not exercisable until, the prior indefeasible payment and performance in full of all Obligations.

11. This Guaranty may be executed in multiple counterparts, including by way of facsimile or other electronic transmission (i.e., pdf), each of which shall be deemed an original, but all of which taken together shall constitute one instrument. If any provision of this Guaranty is determined to be unenforceable, the County and the Guarantor hereby agree that such provision may be reformed so that it is enforceable to the maximum extent permitted by applicable laws. In the event that any provision of this Guaranty cannot be reformed, such provision shall be deemed to be severed from this Guaranty, but every other provision of this Guaranty shall remain in full force and effect. This Guaranty is entered into by Guarantor solely and exclusively for the benefit of the County and may be enforced against Guarantor by the County and any of its successors and assigns. This Guaranty contains the entire understanding of the parties with respect to the subject matter hereof, and supersedes all prior agreements, representations and understandings of the parties with respect to the subject matter herein.

12. The Guarantor hereby expressly waives notice from the County of its acceptance of and reliance upon this Guaranty, and of any future creation, renewal or accrual of any of the Obligations.

13. All notices hereunder shall be in writing and shall be sufficiently given for all purposes hereunder if properly addressed and delivered personally by documented overnight delivery service, by certified or registered mail, return receipt requested, or by facsimile or other electronic transmission service at the address or facsimile number, as the case may be, set forth below. Any notice given personally or by documented overnight delivery service is effective upon receipt. Any notice given by registered mail is effective upon receipt, to the extent such receipt is confirmed by return receipt. Any notice given by facsimile transmission or other electronic transmission service is effective upon receipt, to the extent that receipt is confirmed, either verbally or in writing by the recipient. Any notice which is refused, unclaimed or undeliverable because of an act or omission of the party to be notified, if such notice was correctly addressed to the party to be notified, shall be deemed communicated as of the first date that said notice was refused, unclaimed or deemed undeliverable by the postal authorities, or overnight delivery service.

If to the County:

County Manager  
Lake County  
P.O. Box 7800, Suite 308  
315 West Main Street  
Tavares, FL 32778-7800  
Telephone: 352/343-9888  
Facsimile: 352/343-9495

Copy to:

County Attorney  
Lake County  
P.O. Box 7800  
315 West Main Street, Suite 335  
Tavares, FL 32778-7800  
Telephone: 352/343-9787  
Facsimile: 352/343-9646

If to the Guarantor:

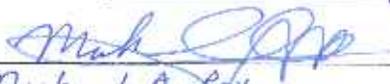
WCA Waste Corporation  
1330 Post Oak Blvd, 30<sup>th</sup> Floor  
Houston, TX 77056  
Attn: Michael A. Roy, Vice President - General Counsel  
Telephone: 713-292-2400  
Facsimile: 832-255-4422

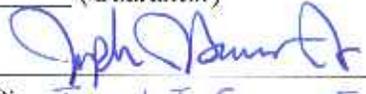
Changes in the respective addresses to which such notices shall be sent may be made from time to time by either party by notice given to the other party in accordance with this Guaranty.

14. Any termination of this Guaranty shall be applicable only to transactions having their inception after the effective date of such termination and shall not affect rights and obligations arising out of transactions having their inception prior to such date.

IN WITNESS WHEREOF, the Guarantor has executed this instrument the day and year first above written.

ATTEST: WCA Waste Corporation (Guarantor)

By:   
Name: Michael A. Roy  
Title: Vice President - General Counsel

By:   
Name: Joseph J. Scarnano, Jr.  
Title: Chief Financial Officer

[Seal]

Witnesses:

  
Signature  
Christy Williams  
Print or Type Name

  
Signature  
David Ewell  
Print or Type Name

**EXHIBIT 5**  
**PERFORMANCE BOND**

**CONTRACTOR** (name, principal place of business, and phone number):

WCA of Florida, Inc.  
1378-A Volusia Avenue  
Orange City, FL 32763

**SURETY** (name, principal place of business, and phone number):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COUNTY:**

County Manager  
Lake County  
P.O. Box 7800  
315 West Main Street, Suite 335  
Tavares, FL 32778-7800

**BOND No.**

**Date:** \_\_\_\_\_  
**Amount:** Five Hundred Thousand Dollars (\$500,000)

KNOW ALL MEN BY THESE PRESENTS that we, \_\_\_\_\_ (hereinafter "CONTRACTOR"), as Principal, and \_\_\_\_\_, hereinafter "SURETY"), as Surety, are held and firmly bound unto Lake County, Florida (hereinafter "COUNTY"), as Obligee, in the amount of Five Hundred Thousand Dollars (\$500,000.00), for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the SURETY states that it has read all of the "Exclusive Franchise Agreement" (hereinafter "Agreement") that is attached hereto and incorporated herein by reference, and SURETY has carefully considered the CONTRACTOR's obligations and duties under the Agreement, including but not limited to the provisions of Sections 47 ("Breach and Termination of Agreement") and 51 ("Damages and Indemnification"); and

WHEREAS, the COUNTY's issuance of an exclusive franchise to the CONTRACTOR, and the COUNTY's execution of the Agreement with the CONTRACTOR, are contingent upon the execution of this bond (hereinafter "BOND") and these presents.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, if the CONTRACTOR shall in all respects promptly and faithfully perform and comply with all of the terms and conditions of the Agreement, and CONTRACTOR'S obligations thereunder, then this obligation shall be void; otherwise, the BOND shall remain in full force and effect, in accordance with the Agreement and the following terms and conditions:

1. The SURETY, for value received, as hereby acknowledged, stipulates and agrees that no change, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the requirements for the same shall in any way affect the SURETY'S obligations on the BOND, and SURETY does hereby waive notice of any change, alteration, or addition to the terms of the Agreement or to the work.

2. The SURETY, for value received, as hereby acknowledged, further stipulates and agrees that it will pay the COUNTY all losses, damages, expenses, costs, and attorneys' fees, including fees incurred in appellate proceedings, the COUNTY sustains because of a default by the CONTRACTOR under the Agreement, up to the maximum amount of the BOND.

3. The fact that the COUNTY may extend the time within which the CONTRACTOR may perform its obligations shall not release the SURETY from its obligations under this BOND, whether such extension is made after notice to the SURETY or not, and the SURETY hereby consents that the COUNTY may extend the time for the CONTRACTOR'S performance, without providing notice to the SURETY.

4. In the event that the CONTRACTOR defaults in the performance of any of the terms, covenants, or conditions of the Agreement, the COUNTY shall promptly give notice of such default to the SURETY in writing by certified mail, return receipt requested, addressed to the SURETY at its principal place of business, as identified above.

5. In the event that the CONTRACTOR defaults in the performance of any of the terms, covenants, or conditions of the Agreement, the SURETY shall have the right to complete the work or performance on behalf of the CONTRACTOR, and for that purpose shall have all of the rights of the FRANCHISEE under the Agreement for the completion of performance.

6. In the event that the CONTRACTOR defaults in the performance of any of the terms, covenants, or conditions of the Agreement, the SURETY shall remedy the default or otherwise satisfy its obligations under this BOND.

7. In the event there is a failure to perform the conditions of this obligation, the COUNTY may bring any and all actions, suits, or proceedings, or otherwise take such steps as it deems appropriate, to enforce the obligation of the SURETY, and the COUNTY may do so without joining the CONTRACTOR in any such actions, suits, or proceedings. Thereafter, whether judgment is obtained against the SURETY or not, successive actions can be brought against the CONTRACTOR, and this BOND shall remain a continuing obligation on the part of the SURETY and the CONTRACTOR until the conditions of this BOND have been fully performed, including the resolution of third party lawsuits.

8. It is understood and agreed that the obligation of the CONTRACTOR under this BOND continues from day to day until paid, and a new cause of action arises thereon daily with the result that the statute of limitations of the State of Florida does not run against the entire claim. The obligation of the SURETY under this BOND, therefore, continues in this manner, and no action, suit, or proceeding against the CONTRACTOR or the SURETY hereunder shall be barred, except under such conditions as would bar it under the said statute of limitations.

9. Any proceeding, legal or equitable, under this BOND shall be instituted only in a court of competent jurisdiction in Lake County, Florida, and shall be instituted within the statute of limitations after the CONTRACTOR's default or within the statute of limitations after the SURETY refuses or fails to perform its obligations under this BOND, whichever occurs later. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the State of Florida shall be applicable.

10. Notices to the SURETY, the COUNTY, and the CONTRACTOR shall be mailed or delivered to the addresses shown above.

11. The SURETY represents and warrants to the COUNTY that it has a rating of "A+" or better as to management and "FSC XV" or better as to strength by Best's Insurance Guide or Surety; (b) it is listed on the U.S. Treasury Department's list of acceptable sureties for federal bonds; (c) it has been in business continuously for at least five years; and (d) it will not cancel or alter this BOND without providing at least 30 days advance notice to the COUNTY.

12. This BOND shall be in effect for a term beginning \_\_\_\_\_, 201\_\_\_\_ and ending \_\_\_\_\_, 201\_\_\_\_. This BOND may be extended for additional terms at the option of the SURETY, as evidenced by continuation certificates executed by the SURETY.

*{Remainder of page left intentionally blank.}*

FRANCHISEE AS PRINCIPAL  
Company: (Corporate Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Witnesses:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

SURETY  
Company: (Corporate Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

FLORIDA RESIDENT AGENT FOR SURETY

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

**EXHIBIT 6: SPECIFICATIONS FOR CARTS**  
*{All references to 48 gallon shall be changed to 35 gallon}*

**SPECIFICATIONS FOR CARTS**

1. **INSTRUCTIONS:** The following specifications describe the minimum acceptable features and performance requirements for the Garbage Carts and Recycling Carts the Successful Proposer(s) will purchase for the County.

Each proposal must be submitted on the following form. Each Proposer shall place a check mark (✓) in the appropriate place in the following column (Yes/No) to indicate whether their carts will comply with the County's specifications. If an item is left blank, the County will assume the Proposer cannot meet the specifications and may reject the proposal.

By checking any of the "NO" spaces, the Proposer states that the carts being proposed do not conform to that specification. All variations from or exceptions to the specifications must be identified, referencing applicable paragraph(s), and explained in detail on a separate page titled "Exceptions". If the County determines that exceptions exist which were not identified on such list, then the proposal may be disqualified as non-responsive. If exceptions are listed, the County may reject the proposal as non-responsive. If no exceptions are taken, the County will assume that the proposal meets all specifications as stated.

The Proposer must submit the information requested below when the Proposer submits its response to this RFP.

2. **MANUFACTURING PROCESSES AND MATERIALS:** Each cart shall consist of a body, lid, wheels, axle, and necessary accessories. The plastic resin material and the finished cart must meet the minimum specifications herein.

|     |   | YES | NO |
|-----|---|-----|----|
| 2.1 | <b>MANUFACTURING PROCESS:</b> Each cart body must be manufactured by a rotational or injection molding process.   | X   |    |
| 2.2 | <b>PLASTIC MATERIAL:</b> Base plastic resin must be first quality linear polyethylene or high-density polyethylene (HDPE) supplied by a national petrochemical producer. Off-spec material is not acceptable.<br><br>Proposer must submit technical data sheet(s) from the resin producer.  | X   |    |
| 2.3 | <b>RESIN ADDITIVES:</b> All plastic parts shall be specifically prepared to be colorfast so that the plastic material does not alter or fade appreciably in normal use. The plastic resin must be enhanced with color pigment and ultraviolet inhibitor, which must be used at a rate that is no less than 1.5% by weight, and which must be uniformly distributed throughout the finished cart. To ensure thorough distribution of these additives, the resin and additives must be mixed in a molted state using a hot-melt blending process. Proposer must submit a statement certifying that all of the plastic resin and additives will be hot-melt blended. | X   |    |

3. **CART REQUIREMENTS:** The carts must be compatible with standard American semi-automated bar-locking lifters (ANSI type B) as well as automated arm lifters (ANSI type G) and function as follows:

|     |  | YES | NO |
|-----|--|-----|----|
| 3.1 | <p><b>ANSI CONFORMANCE:</b> Carts must meet the requirements of ANSI Z245.30-2008 and ANSI Z245.60-2008 standards for "Type B/G" carts.</p> <p>Each Proposer must submit independently certified copies of all ANSI test results with their proposal. Test results must state the load (in pounds) under which the tests were conducted. The load under which the tests were conducted must be the same as the load rating stated in the cart manufacturer's sales literature and specifications. The ANSI Appendix D test for "Loading and Unloading Test for Carts" must clearly state that the required 520 dump cycles under the cart's full rated load were performed on both a Semi-Automated Cart Lifter <u>and</u> a Fully Automated Grabber Arm.</p>  | X   |    |
| 3.2 | <p><b>LOAD RATING:</b> Carts must be designed to regularly receive and dump the following amount of waste material, excluding the weight of the cart, without permanent damage or deformation. The load rating must conform with ANSI Standard Z245.30-2008.</p> <p style="text-align: center;">48 Gallon – 168 pounds<br/>64 Gallon – 224 pounds<br/>96 Gallon – 330 pounds</p> <p>Each Proposer must submit a normal printed color sales brochure which shows the exact products being proposed and the corresponding load ratings. Proposer must mark the location of the load ratings on the brochure with bold red arrows so as to aim directly at the load ratings. The load rating in the sales literature must match the specifications and ANSI certification submitted with Proposer's proposal, and the load rating permanently marked on the cart.</p> <p>48 Gallon: STATE LOAD RATING - <u> n/a </u> pounds<br/>64 Gallon: STATE LOAD RATING - <u> 227.5 </u> pounds<br/>96 Gallon: STATE LOAD RATING - <u> 332.5 </u> pounds</p> | X   |    |
| 3.3 | <p><b>RESIN WEIGHT:</b> The carts must be manufactured to achieve a minimum resin weight as follows:</p> <p>35      48 Gallon – 19 pounds minimum<br/>          64 Gallon – 23 pounds minimum<br/>          96 Gallon – 30 pounds minimum</p>  | X   |    |

|     |  |   |  |
|-----|--|---|--|
|     | <p style="text-align: center;">STATE RESIN WEIGHT OF EACH CART -</p> <p style="text-align: center;">48 Gallon - <u>  n/a  </u> pounds</p> <p style="text-align: center;">64 Gallon - <u>  27.5  </u> pounds</p> <p style="text-align: center;">96 Gallon - <u>  34.1  </u> pounds</p>  |   |  |
| 3.4 | <p><b>CAPACITY:</b> The total capacity of the carts, excluding the lid, must be 48 U.S. gallons (+/- 2%), 64 U.S. gallons (+/- 3%) and 96 U.S. gallons (+/- 3%), respectively. Proposer must include independent test results according to ANSI Z245.30, Appendix A (Volume Test), certified by an accredited professional engineer, showing the exact capacity of the cart body (to the nearest 0.1 U.S. gallon), for each size.</p> <p>48 Gallon: STATE BODY CAPACITY - <u>  n/a  </u> U.S. Gallons</p> <p>64 Gallon: STATE BODY CAPACITY - <u>  65  </u> U.S. Gallons</p> <p>96 Gallon: STATE BODY CAPACITY - <u>  95  </u> U.S. Gallons</p>  | X |  |
| 3.5 | <p><b>DIMENSIONS:</b> The exterior dimensions of the completely assembled carts shall be approximately as follows:</p> <p>48 Gallon -</p> <p>Height: 37.50"      STATE HEIGHT - <u>  n/a  </u> "</p> <p>Depth: 28.75"      STATE LENGTH - <u>          </u> "</p> <p>Width: 23.50"      STATE WIDTH - <u>          </u> "</p> <p>64 Gallon -</p> <p>Height: 40.25"      STATE HEIGHT - <u>  40.58  </u> "</p> <p>Depth: 28.00"      STATE LENGTH - <u>  28.11  </u> "</p> <p>Width: 26.50"      STATE WIDTH - <u>  26.7  </u> "</p> <p>96 Gallon -</p> <p>Height: 45.00"      STATE HEIGHT - <u>  45.13  </u> "</p> <p>Depth: 33.00"      STATE LENGTH - <u>  33.73  </u> "</p> <p>Width: 28.50"      STATE WIDTH - <u>  28.70  </u> "</p> | X |  |
| 3.6 | <p><b>WALL THICKNESS:</b> The carts must have a minimum nominal wall thickness of 0.154" throughout the body of the cart, and a minimum wall thickness of 0.185" inches in the critical wear points (i.e., the cart bottom, handle, and lift mechanism). The minimum wall thickness of the lid must be 0.14".</p> <p>48 GALLON:</p> <p>STATE BODY WALL THICKNESS: <u>  n/a  </u> inches</p> <p>STATE CRITICAL WEAR POINT THICKNESS: <u>  n/a  </u> inches</p> <p>STATE LID WALL THICKNESS: <u>  n/a  </u> inches</p> <p>64 GALLON:</p> <p>STATE BODY WALL THICKNESS: <u>  .175  </u> inches</p>  | X |  |

|      |  |   |  |
|------|--|---|--|
|      | STATE CRITICAL WEAR POINT THICKNESS: <u>.185</u> inches<br>STATE LID WALL THICKNESS: <u>.140</u> inches<br><br>96 GALLON:<br>STATE BODY WALL THICKNESS: <u>.175</u> inches<br>STATE CRITICAL WEAR POINT THICKNESS: <u>.185</u> inches<br>STATE LID WALL THICKNESS: <u>.140</u> inches  |   |  |
| 3.7  | MANEUVERABILITY: The Proposer must state the average tipping force required to maneuver a fully loaded cart when tilted to the roll position. The Proposer must also submit documentation that conforms to ANSI Z-245.60 (Force To Tip) testing that clearly defines the cart's maximum average tipping force. The results of this testing may not exceed a maximum average of 35 pounds for 64 gallon carts and 50 pounds for 96 gallon carts. Any cart that the County deems too difficult to tilt when loaded to maximum capacity may be disqualified.<br><br>48 Gallon Carts<br>STATE MAXIMUM AVERAGE FORCE: <u>n/a</u> pounds<br><br>64 Gallon Carts<br>STATE MAXIMUM AVERAGE FORCE: <u>35</u> pounds<br><br>96 Gallon Carts<br>STATE MAXIMUM AVERAGE FORCE: <u>50</u> pounds | X |  |
| 3.8  | RIM OF BODY: The upper rim of each cart body must have a closed tubular design or be molded with a reinforced rim for maximum strength during collection. The rim must also include a ledge or other built-in feature that creates a tight seal between the body and lid.  | X |  |
| 3.9  | HANDLES: Each cart must be equipped with a minimum of one handle, with a minimum of 1" diameter. The handle(s) and handle mounts must be an integrally molded part of the cart body. The handles shall be designed to afford the user positive control of the loaded cart at all times. The handles must not have the ability to rotate on their own axis at any time. Handles which are molded as part of the lid are unacceptable. Bolted-on handle mounts or bolted-on handles are unacceptable.  | X |  |
| 3.10 | LID: The lid shall be of one piece construction and manufactured of the same material used in the cart body. The lid shall be configured to ensure that it will not warp, bend, slump, or distort to such an extent that it no longer fits the cart properly or becomes otherwise unserviceable. The lid must be crowned in shape and designed to prevent the entry of rain when in the closed position. The lid must open from a closed position through a full 270° arc. Living hinges and lid counter weights are unacceptable. Lid latches are unacceptable.   | X |  |
| 3.11 | BOTTOM: The bottom of the cart must be impact resistant at all points (four corners and the center) of the base for durability. Screw-on, bolt-on, or pop-on wear guards are unacceptable.   | X |  |

|      |   |   |  |
|------|---|---|--|
| 3.12 | WHEELS: Wheels for 48 gallon and 64 gallon carts shall be a minimum of 10" diameter. Wheels for 96 gallon carts shall be a minimum of 12" diameter and 1.75" wide with rubber treads. All wheels must be capable of supporting a minimum of 200 pounds per wheel.   | X |  |
| 3.13 | AXLE: The axle for 48 gallon carts must be a minimum of 5/8" diameter. The axle for 64 gallon and 96 gallon carts shall be a minimum of 3/4" (0.75") diameter. All axles shall be zinc chromate plated or powder coated equivalent, solid high strength steel, and fully supported by the cart body. The axle must slide through two molded-in plastic journals in the cart bottom and must not be exposed to the contents inside of the cart. Each molded-in axle journal must be at least 1" wide. Axles attached by means of bolts or rivets are unacceptable.   | X |  |
| 3.14 | STABILITY: Each cart shall be stable and self-balancing when in the upright position, either loaded or empty. The carts must be designed to withstand winds averaging 25 mph when empty.  | X |  |
| 3.15 | LIFT SYSTEM: Each cart shall be equipped with attachment points which make it compatible with standard American semi-automated bar-locking lifters and fully-automated arm lifters. The upper lift point must be integrally molded into the body of the cart. All lower lift bars must be designed to withstand over ten (10) years of lifter attachment. The lower lift bar for 64 gallon and 96 gallon carts shall be at least 1" diameter galvanized steel. The lower bar must be mounted in molded-in plastic bearings or held in place with pre-installed latch/push pins. The lower bar must be factory installed and cannot be attached by means of rivets, screws, bolts, or similar fasteners. | X |  |
| 3.16 | COLOR: The cart body color shall be green, gray, brown, blue or black. Surface treatments, painted or spray-on finishes, and materials that are not homogenous are not acceptable.<br><br>Proposer must submit color chips or samples for all colors available. The County will select the colors for the carts.  | X |  |
| 3.17 | INTERIOR CONSTRUCTION: The interior surface of each cart must be smooth and free from crevices, recesses, projections, and other obstructions where material inside the cart could become trapped.  | X |  |

4. **MARKINGS:** Each cart must be permanently marked with letters/numbers, as follows:

|     |   | YES | NO |
|-----|---|-----|----|
| 4.1 | SERIAL NUMBERS: Each cart must have a serial number hot stamped in white on the body. The serial number shall be preceded by a letter or number code which designates the year of manufacture. Serial numbers shall be in sequence beginning with a number designated by the County. The Proposer will maintain a file that | X   |    |

|     |  |   |  |
|-----|--|---|--|
|     | identifies the date of manufacture by the serial number.   |   |  |
| 4.2 | COUNTY SEAL: The County Seal or logo shall be hot stamped onto both sides of the cart body.  | X |  |
| 4.3 | USER INSTRUCTIONS: Instructions for the safe use of the cart must be molded into each lid. Instructions shall be in both English and Spanish.                            | X |  |
| 4.4 | LOAD RATING: The load rating of the cart must be raised-relief molded into the lid. Load rating shall be stated in both pounds and kilograms and in English and Spanish. | X |  |

5. **IN-MOLD LABEL SPECIFICATIONS:** The In-Mold Label must comply with the following listed specifications:

|     |  | YES | NO |
|-----|--|-----|----|
| 5.1 | MANUFACTURING PROCESS: The in-mold label shall be permanently molded into the container lid. It should not wear or peel from normal uses. It shall have ultra-violet and other protection from the effects of the sun.   | X   |    |
| 5.2 | COLOR AND GRAPHICS: The in-mold label shall be 4-color and contain the Lake County logo including images and language representing recycling commodities deemed acceptable for the County's program. All proofs for the label shall be submitted to the County for approval and shall have a minimum size of 5" X 12". | X   |    |

6. **RFID & BAR CODE INTEGRATION:** Each cart must be produced and shipped with a bar code and UHF RFID tag that have been pre-associated at the manufacturer's production facility:

|     |   | YES | NO |
|-----|---|-----|----|
| 6.1 | UHF RFID TAG: An Ultra High Frequency (UHF) RFID Tag shall be installed into the handle of the cart body at the factory.  | X   |    |
| 6.2 | RFID & BAR CODE INTEGRATION: All carts must be equipped with a UHF RFID tag along with a bar code that has been pre-associated at the manufacturing facility. The RFID tag must be installed within the cart body, with no exposure to the outside elements. The bar code must also contain an 8-9 digit serial number that has been branded on the front of the cart. The serial number bar code must be the same number that is used to identify the cart for warranty purposes. Adhesive or sticker RFID tags and/or bar codes will not be acceptable. To avoid interference with the cart contents/materials, RFID tags placed inside of the cart are unacceptable. | X   |    |

|     |   |   |  |
|-----|---|---|--|
| 6.3 | RFID TAG & BAR CODE ASSOCIATION: All carts must have a UHF RFID tag along with a bar code that has been pre-associated at the manufacturing facility. It is the responsibility of the cart manufacturer to provide and maintain a data base for Lake County which includes the association information. The data base must include each cart's RFID Tag, Serial Number, Date of Manufacture, Cart size and Cart Type. The manufacturer shall maintain this data base for the life of the Agreement and provide additional association information for future cart purchases. The County may at any time request this information and Proposer must provide the information within two business days of the request. | X |  |
| 6.4 | RFID INLAY SPECIFICATIONS: The RFID inlay must be Gen2 passive UHF and have an optimal operating frequency of 860 - 960 MHz and have an operating temperature of -40°F to +149°F. The dry inlay must meet ISO/IEC 18000-6C and EPC global C1G2 protocol. The antenna dimensions must not exceed 3.741 in x 0.302 in. with a thickness over chip not to exceed 11 mills. The inlay substrate must be heat treated PET. The inlay must be sandwiched between a minimum of two-0.005" polyester material using a heavy duty P7 permanent adhesive.   | X |  |
| 6.5 | RFID TAG TESTING: The RFID tag must be tested at the manufacturing facility to ensure that it is working properly prior to shipment.  | X |  |
| 6.6 | RFID EXPERIENCE: Please describe your experience in providing communities with RFID enabled carts.<br><br>Number of RFID enabled carts on the street <u>over 5 million</u><br><br>Number of Communities that have received your RFID enabled carts <u>over 150 locations</u>  | X |  |

## 7. DATA INTEGRATION

|     |  | YES | NO |
|-----|--|-----|----|
| 7.1 | The Contractor is responsible for migrating manufacturing data directly from the cart manufacturing facility to the asset management software that shall be provided by the Contractor to the County. The data included in the specified file format from the manufacturer needs to include information on each individual cart including but not limited to, cart size, color, type, serial number, RFID value, date of manufacture and plant of manufacture. | X   |    |
| 7.2 | Vendor must provide a complete asset tracking/inventory/work order system and data delivery program that seamlessly integrates with the RFID data capture delivery systems provided by the vendor for collection data reporting.   | X   |    |

8. WORK ORDER MANAGEMENT AND REPORTING SYSTEM

|     |  | YES | NO |
|-----|--|-----|----|
| 8.1 | <p><b>WEB BASED ASSET TRACKING SOFTWARE SUBSCRIPTION:</b><br/> Proposer shall provide a web-based software application:</p> <ul style="list-style-type: none"> <li>• available 24/7/365</li> <li>• requires only a browser and live internet to access</li> <li>• handles all aspects of a cart management and collection program, to include: Cart, Distribution/Association to Household Address, and Collection Service Verification Tracking</li> <li>• meets all other specifications as outlined below:</li> </ul> | X   |    |
| 8.2 | <p><b>COLLECTION DATA MANAGEMENT:</b><br/> The software must integrate with and manage the data downloaded from the RFID truck hardware outlined in these specifications such as: (a) route number (b) cart RFID value (c) date, time and GPS coordinates of cart collection. This data will be associated with the system database to allow for collection data reporting that is accessible online.</p>  | X   |    |
| 8.3 | <p><b>COLLECTION REPORTS:</b><br/> Upon request, Proposer shall provide reporting based on County's needs and reporting criteria. Reports to include but not limited to: participation/set out rates, non-participation, time between stops, cart movement based on service location. The reports must have the ability of being generated by the software automatically at a specific interval (daily, weekly, monthly, etc) and exported to various file formats, such as PDF and Excel files.</p>                     | X   |    |
| 8.4 | <p><b>STANDARD REPORTS:</b><br/> By customer address, cart size, cart type, date of service, cart serial number. All reports should have the ability to be created on-line using the web based software and exported to various file formats, such as PDF and Excel files .</p>  | X   |    |
| 8.5 | <p><b>CART DATA MANAGEMENT:</b><br/> Software must manage the initial cart delivery, any work orders generated and/or completed, and any additional changes made during the course of the program.</p>   | X   |    |
| 8.6 | <p><b>CART INVENTORY REPORTS:</b><br/> The software must have the ability to generate reports daily, weekly, or monthly based on cart activity, such as inventory reports, maintenance reports and work order reports. Reports should be able to be viewed in PDF format or downloadable in an Excel format.</p>   | X   |    |
| 8.7 | <p><b>SOFTWARE FLEXIBILITY:</b><br/> The asset tracking software must act as a stand alone system and have the ability to enter cart work orders and close out work orders via manual entry online.</p>  | X   |    |

9. ASSEMBLY, DISTRIBUTION AND TRACKING SERVICES FOR CARTS

|     |  | YES | NO |
|-----|--|-----|----|
| 9.1 | The Proposer shall be responsible for coordinating the delivery of carts from the manufacturing plant, unloading loads of carts, assembling necessary parts, and distributing the carts to homes throughout Lake County. It is preferred that the Proposer shall have its own assembly and distribution division of its company.   | X   |    |
| 9.2 | The Proposer shall unload all delivery trailers. Any damage to the carts during any phase of the delivery, unloading, assembly, distribution, or exchanging shall be the responsibility of the Contractor to replace in kind.  | X   |    |
| 9.3 | The Proposer shall provide a qualified assembly and distribution staff. In addition to the General Manager, the Proposer shall provide supervisory level full-time employees to work directly with County staff to solve any problems resulting from distribution services while that service is being provided.   | X   |    |
| 9.4 | Carts shall be assembled and placed at the resident's curb.  | X   |    |
| 9.5 | Each cart must include a plastic hanger bag that includes a pre-printed brochure describing the safe care and use of the carts for residents.  | X   |    |
| 9.6 | The Proposer will record the cart serial number and RFID tag for each and every address where the carts are delivered. The Proposer will keep an electronic file of the address assignments of carts by serial and RFID tag number and present it to the County in an acceptable electronic format upon completion of the delivery. The Proposer cannot use the RFID tag as a means of associating a cart to a specific address during the delivery process as accurate data capture is a vital component to the successful creation of the initial delivery database for future goals of Lake County to implement automated RFID collection data tracking. Verification of a specific cart being associated to a specific address is required. Contractors can propose their A&D address association process and the county will evaluate what is in their best interest. Barcode technology for scanning an accurate asset to an address is one methodology that has been reviewed by the County. Because of this requirement, manual written down serial numbers and carts associated by RFID tags only for delivery purposes are NOT acceptable. | X   |    |

|     |   |   |  |
|-----|---|---|--|
| 9.7 | The Proposer shall propose an electronic tracking system where the County can track the progress of cart distribution services. The tracking system shall be web-based and the County will be provided with access to reports detailing delivery of carts by address each day. The reports shall be as real time as possible. A one-day lag in report data shall be acceptable. The reports shall detail addresses delivered with associated cart size, serial and, if required, RFID tag number. The Proposer shall also propose a web based program where the County can investigate specific cart serial numbers and/or addresses upon request to see what cart was delivered during the rollout. Information must be made available in this system within 24 hours of delivery. | X |  |
| 9.8 | Proposer must provide GPS coordinates (latitude and longitude) of each cart delivery at the point of drop off. These must be provided in an electronic file format within ten days after the Commencement Date and upon request thereafter. Proof of GPS capture must be submitted from the most recent A&D program the Proposer has completed.   | X |  |

10. **CART MAINTENANCE**

|      |  | YES | NO |
|------|--|-----|----|
| 10.1 | The Proposer must use a web-based asset and inventory tracking software that the County can access at any time.  | X   |    |
| 10.2 | Each cart action shall be tracked using the bar code and RFID tag in the cart. The captured data from all cart deliveries, swap-outs (exchanges), repairs, or any cart maintenance transactions must be electronically transferred into the web-based asset and inventory tracking software, which must be accessible to the County at any time. | X   |    |
| 10.3 | The County may generate a service work order and submit it electronically to the Contractor for processing. Proposer must be able to receive work orders from the County electronically into their web-based asset and inventory tracking system, and Proposer and County must have the ability to enter work orders online through this system. | X   |    |
| 10.4 | Completions of work orders shall be documented using cart ID's, household address, date, and time work is completed.   | X   |    |
| 10.5 | The Proposer shall repair all carts at the residence. All carts in need of repair shall be equipped with new parts.  | X   |    |

11. **WARRANTY:** Proposer must submit with its proposal a document which clearly states the exact warranty of the Proposer. The warranty must be for no less than ten (10) full years and must specifically provide for no-charge replacement of any component parts which fail in materials of workmanship for a period of ten (10) years after installation. The Proposer's warranty is understood to include, whether stated in Proposer's warranty or not, the following coverage:

|      |  | YES | NO |
|------|--|-----|----|
| 11.1 | Failure of the lid to prevent rain water from entering the cart when in the closed position. | X   |    |
| 11.2 | Damage to the cart body, lid, or any component parts through opening or closing the lid.     | X   |    |
| 11.3 | Failure of the lower lift bar from damage during interface with lifters.                     | X   |    |
| 11.4 | Failure of the body and lid to maintain their original shape.                                | X   |    |
| 11.5 | Damage or cracking of the cart body through normal operating conditions.                     | X   |    |
| 11.6 | Failure of the wheels to provide continuous, easy mobility, as originally designed.          | X   |    |
| 11.7 | Failure of any part to conform to the minimum standards as specified herein.                 | X   |    |
| 11.8 | Warranty specimen of exact warranty offered must be included with proposal.                  | X   |    |

12. **LEGAL OR ADMINISTRATIVE SETTLEMENTS:** The manufacturer of the carts must submit the name, contact name, and telephone number of each government or agency with which it has had a legal or administrative suit or settlement concerning warranty claims, cart failure claims, or related contract disputes within the last ten (10) years. Include a brief summary of the suit or settlement. This information must be provided on a separate page entitled "Legal or Administrative Settlements."



## TAB 7 – Letter for Attachment 10 – Cart Specifications

WCA in its proposal to Lake County is submitting a letter to the specifications of the carts in accordance with the instructions on page 47, of the RFP Attachment 10, Specifications for Carts.

In addendum # 1, the “question to” and the “response from” Lake County was that the County’s intent was to be generic in regard to the nature of the cart specifications and to support open competition.

*Question 11: There is a long list of requirements associated with the carts to be provided by the vendor. Are these specifications tailored to a specific manufacturer’s cart?*

*Answer 11: No, they are intended to be generic in nature and supportive of open competition. Proposed carts will be evaluated in a reasonable and appropriate manner.*

In the specifications for the carts there was a request for a particular size cart, a 48 gallon that is only produced by one known manufacturer. WCA could propose this cart to the County upon further discussions with the County, but to keep in line with most of the specifications that Lake County has requested it may be in the best interest of Lake County to have one cart manufacturer for uniformity.

There is an option that Lake County can consider for replacement for the 48 gallon cart and that is the industry standard 35 or 64 gallon cart and used for either Recycling or Garbage. The 64 gallon cart specifications have been noted in Attachment 10. This does not change any warranty, manufacturer, resin, component, capabilities, delivery, or any other such items that varies from the performance, accessibility, durability and function that Lake County has designated in the RFP. To have uniformity of manufacturer of carts and to simplify the process we ask that Lake County consider the industry standard 35 gallon cart due to the limited difference in volume of the carts.

The Specifications are listed on the following page for the 35 Gallon cart by the Section and Title of the specifications for a comparison of the carts and for quick reference.

1-800-535-9533  
[WWW.WCAWASTE.COM](http://WWW.WCAWASTE.COM)

*Printed on Recycled Paper*



## MANUFACTURING PROCESS AND MATERIALS

The Specifications for Carts are quite extensive and the 35 gallon carts meets or exceeds all other specifications, warranties, capabilities, lids, wheels, axle, and necessary accessories.

The 35 Gallon cart specifications are listed below by Section in reference to Attachment 10.

### 3.2 – LOAD RATING

35 Gallon: STATE LOAD RATING = 122.5 pounds

### 3.3 – RESIN WEIGHT

STATE RESIN WEIGHT FOR EACH CART – 35 Gallon = 17.9 pounds

### 3.4 – CAPACITY

35 Gallon: STATE BODY CAPACITY = 34.4 U.S. Gallons

### 3.5 – DIMENSIONS

35 Gallon –

|         |              |                 |
|---------|--------------|-----------------|
| Height: | STATE HEIGHT | = <u>39.13"</u> |
| Depth:  | STATE LENGTH | = <u>22.98"</u> |
| Width:  | STATE WIDTH  | = <u>20.20"</u> |

### 3.6 – WALL THICKNESS

35 Gallon:

STATE BODY WALL THICKNESS: .150" inches  
STATE CRITICAL WEAR POINT THICKNESS: .185" inches  
STATE LID WALL THICKNESS: .130" inches

### 3.7 – MANEUVERABILITY

35 Gallon Carts:

STATE MAXIMUM AXERAGE FORCE: 27 pounds

**PERFORMANCE BOND**

**CONTRACTOR** (name, principal place of business, and phone number):

WCA of Florida, LLC  
5002 S.W. 41st Boulevard  
Gainesville, FL 32608  
(352) 377-0800

**SURETY** (name, principal place of business, and phone number):

\*Westchester Fire Insurance Company  
P.O. Box 1000, 436 Walnut Street  
Philadelphia, PA 19106  
(800) 641-9222

**COUNTY:**

County Manager  
Lake County  
P.O. Box 7800  
315 West Main Street, Suite 335  
Tavares, FL 32778-7800

BOND No. K08982296  
Date: September 4, 2013  
Amount: Five Hundred Thousand Dollars (\$ 500,000)

KNOW ALL MEN BY THESE PRESENTS that we, WCA of Florida, LLC  
(hereinafter "CONTRACTOR"), as Principal, and \*, hereinafter  
"SURETY"), as Surety, are held and firmly bound unto Lake County, Florida (hereinafter  
"COUNTY"), as Obligee, in the amount of Five Hundred Thousand Dollars  
(\$ 500,000), for the payment whereof CONTRACTOR and SURETY bind themselves, their  
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these  
presents.

WHEREAS, the SURETY states that it has read all of the "Exclusive Franchise  
Agreement" (hereinafter "Agreement") that is attached hereto and incorporated herein by  
reference, and SURETY has carefully considered the CONTRACTOR's obligations and duties

under the Agreement, including but not limited to the provisions of Sections 47 ("Breach and Termination of Agreement") and 51 ("Damages and Indemnification"); and

WHEREAS, the COUNTY's issuance of an exclusive franchise to the CONTRACTOR, and the COUNTY's execution of the Agreement with the CONTRACTOR, are contingent upon the execution of this bond (hereinafter "BOND") and these presents.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, if the CONTRACTOR shall in all respects promptly and faithfully perform and comply with all of the terms and conditions of the Agreement, and CONTRACTOR's obligations thereunder, then this obligation shall be void; otherwise, the BOND shall remain in full force and effect, in accordance with the Agreement and the following terms and conditions:

1. The SURETY, for value received, as hereby acknowledged, stipulates and agrees that no change, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the requirements for the same shall in any way affect the SURETY's obligations on the BOND, and SURETY does hereby waive notice of any change, alteration, or addition to the terms of the Agreement or to the work.

2. The SURETY, for value received, as hereby acknowledged, further stipulates and agrees that it will pay the COUNTY all losses, damages, expenses, costs, and attorneys' fees, including fees incurred in appellate proceedings, the COUNTY sustains because of a default by the CONTRACTOR under the Agreement, up to the maximum amount of the BOND.

3. The fact that the COUNTY may extend the time within which the CONTRACTOR may perform its obligations shall not release the SURETY from its obligations under this BOND, whether such extension is made after notice to the SURETY or not, and the SURETY hereby consents that the COUNTY may extend the time for the CONTRACTOR's performance, without providing notice to the SURETY.

4. In the event that the CONTRACTOR defaults in the performance of any of the terms, covenants, or conditions of the Agreement, the COUNTY shall promptly give notice of such default to the SURETY in writing by certified mail, return receipt requested, addressed to the SURETY at its principal place of business, as identified above.

5. In the event that the CONTRACTOR defaults in the performance of any of the terms, covenants, or conditions of the Agreement, the SURETY shall have the right to complete the work or performance on behalf of the CONTRACTOR, and for that purpose shall have all of the rights of the FRANCHISEE under the Agreement for the completion of performance.

6. In the event that the CONTRACTOR defaults in the performance of any of the terms, covenants, or conditions of the Agreement, the SURETY shall remedy the default or otherwise satisfy its obligations under this BOND.

7. In the event there is a failure to perform the conditions of this obligation, the COUNTY may bring any and all actions, suits, or proceedings, or otherwise take such steps as it

deems appropriate, to enforce the obligation of the SURETY, and the COUNTY may do so without joining the CONTRACTOR in any such actions, suits, or proceedings. Thereafter, whether judgment is obtained against the SURETY or not, successive actions can be brought against the CONTRACTOR, and this BOND shall remain a continuing obligation on the part of the SURETY and the CONTRACTOR until the conditions of this BOND have been fully performed, including the resolution of third party lawsuits.

8. It is understood and agreed that the obligation of the CONTRACTOR under this BOND continues from day to day until paid, and a new cause of action arises thereon daily with the result that the statute of limitations of the State of Florida does not run against the entire claim. The obligation of the SURETY under this BOND, therefore, continues in this manner, and no action, suit, or proceeding against the CONTRACTOR or the SURETY hereunder shall be barred, except under such conditions as would bar it under the said statute of limitations.

9. Any proceeding, legal or equitable, under this BOND shall be instituted only in a court of competent jurisdiction in Lake County, Florida, and shall be instituted within the statute of limitations after the CONTRACTOR's default or within the statute of limitations after the SURETY refuses or fails to perform its obligations under this BOND, whichever occurs later. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the State of Florida shall be applicable.

10. Notices to the SURETY, the COUNTY, and the CONTRACTOR shall be mailed or delivered to the addresses shown above.

11. The SURETY represents and warrants to the COUNTY that it has a rating of "A+" or better as to management and "FSC XV" or better as to strength by Best's Insurance Guide or Surety; (b) it is listed on the U.S. Treasury Department's list of acceptable sureties for federal bonds; (c) it has been in business continuously for at least five years; and (d) it will not cancel or alter this BOND without providing at least 30 days advance notice to the COUNTY.

12. This BOND shall be in effect for a term beginning August 30, 2013 and ending September 30, 2014. This BOND may be extended for additional terms at the option of the SURETY, as evidenced by continuation certificates executed by the SURETY.

FRANCHISEE AS PRINCIPAL  
Company: (Corporate Seal)

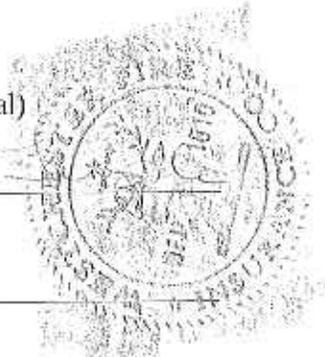
[Signature]  
Signature

Joseph S. Scatano, Jr.  
Print Name

SURETY  
Company: (Corporate Seal)

[Signature]  
Signature

Patricia A. Temple  
Print Name



Vice President  
Title

September 26, 2013  
Date

Attorney-In-Fact  
Title

September 4, 2013  
Date

Witnesses:

A. Merchant  
Signature

AFSHEEN MERCHANT  
Print Name

AMEL JONES  
Signature

AMEL JONES  
Print Name

Cheryl C. May  
Signature

Cheryl C. May  
Print Name

Joy M. Brown  
Signature

Joy M. Brown  
Print Name

FLORIDA RESIDENT AGENT FOR SURETY

Karen M. LoConti-Diaz  
Print Name

7200 W. Camino Real, Suite 302  
Boca Raton, FL 33433  
Address

(561) 988-2542  
Phone

Karen M. LoConti-Diaz  
Signature

Licensed Resident Agent #1098138

(561) 988-2543  
Fax

# Power of Attorney

## WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

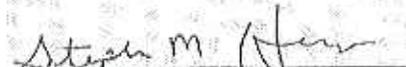
- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person as the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Joy Bauer, Julie K Bowers, Kathleen P Price, Kathy J Goe, Patricia A Temple, Sandra D Cikrugi, all of the City of CLEVELAND, Ohio, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Ten million dollars & zero cents (\$10,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 17 day of September 2013.

WESTCHESTER FIRE INSURANCE COMPANY

  
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA

On this 17 day of September, AD. 2013 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.

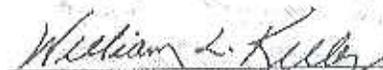


COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
KAREN E. BRANDT, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires September 28, 2014

  
Karen E. Brandt  
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 4th day of September, 2013.

  
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER September 17, 2015.

# FLORIDA OFFICE OF INSURANCE REGULATION

WESTCHESTER FIRE INSURANCE  
COMPANY

is hereby authorized to transact insurance in the  
State of Florida.

This certificate signifies that the company has  
satisfied all requirements of the Florida Insurance  
Code regarding issuance of a Policy and Casualty  
License. The license is issued by the Florida Insurance  
Commission and remains subject  
to the laws of Florida.

Original Issuance: June 09, 1988  
Renewal Issuance: February 16, 2011

920040526

*[Handwritten Signature]*

Chief Executive Officer  
Westchester Fire Insurance Company

Westchester Fire Insurance Company  
Suiabon

WESTCHESTER FIRE INSURANCE COMPANY - NAIC# 10030

FINANCIAL STATEMENT

DECEMBER 31, 2012

ADMITTED ASSETS

|                                  |                        |
|----------------------------------|------------------------|
| BONDS                            | \$1,915,932,115        |
| SHORT - TERM INVESTMENTS         | 22,468,390             |
| STOCKS                           | 0                      |
| REAL ESTATE                      | 0                      |
| CASH ON HAND AND IN BANK         | (41,292,474)           |
| PREMIUM IN COURSE OF COLLECTION* | 56,678,660             |
| INTEREST ACCRUED                 | 17,138,830             |
| OTHER ASSETS                     | 148,350,304            |
| TOTAL ASSETS                     | <u>\$2,119,270,815</u> |

LIABILITIES

|                                       |                      |
|---------------------------------------|----------------------|
| RESERVE FOR UNEARNED PREMIUMS         | \$215,324,197        |
| RESERVE FOR LOSSES                    | 1,103,762,744        |
| RESERVE FOR TAXES                     | 3,515,662            |
| FUNDS HELD UNDER REINSURANCE TREATIES | 4,484,138            |
| OTHER LIABILITIES                     | (21,519,017)         |
| TOTAL LIABILITIES                     | <u>1,305,567,622</u> |

|   |                        |
|---|------------------------|
| CAPITAL: 70,000 SHARES, \$71.43 PAR VALUE     | 5,000,100              |
| CAPITAL: PAID IN                              | 292,187,374            |
| AGGREGATE WRITE-INS FOR SPECIAL SURPLUS FUNDS | 111,710,473            |
| SURPLUS (UNASSIGNED)                          | 404,805,248            |
| SURPLUS TO POLICYHOLDERS                      | <u>813,703,193</u>     |
| TOTAL   | <u>\$2,119,270,815</u> |

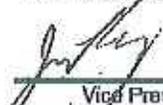
(\*EXCLUDES PREMIUM MORE THAN 90 DAYS DUE.)

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

John P. Taylor, being duly sworn, says that he is Vice President of Westchester Fire Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31st day of December, 2012.

Sworn before me this March 15, 2013

  
\_\_\_\_\_  
Vice President

  
\_\_\_\_\_  
Notary Public

August 8, 2013  
My commission expires







**ADDITIONAL REMARKS SCHEDULE**

|                            |           |  |  |
|----------------------------|-----------|--|--|
| AGENCY<br>Marsh USA Inc.[] |           | NAMED INSURED<br>WCA Waste Corporation[]<br>1330 Post Oak Blvd.[]<br>30th Floor[]<br>Houston, TX 77056 |  |
| POLICY NUMBER              |           | EFFECTIVE DATE:  |  |
| CARRIER                    | NAIC CODE |  |  |

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

- ii  
 General Liability Notice of Cancellation - If the policy is cancelled by insurer for any reason other than non-payment of premium or at the request of the first Named Insured, insurer will mail or deliver written notice of cancellation at least 30 days before the effective date of the cancellation to the designated person(s) or organization(s)
- ii  
 Auto Liability and Workers' Compensation - If insurer cancel this policy for any reason other than nonpayment of premium, the insurer will notify the persons or organization. Insurer will send notice to the mailing address at least 10 days, or 30 days before the cancellation becomes effective. This notification is intended as a courtesy only. Insurer failure to provide such advance will not extend the policy cancellation date or negate cancellation of the policy.