

### SERVICES AGREEMENT

**THIS SERVICES AGREEMENT** ("Agreement") is made as of this 19 day of June 2018 ("Effective Date"), by and between Pinellas County, a political subdivision of the State of Florida ("County"), and Advanced Disposal Services Solid Waste Southeast, Inc., Ponte Verdra, Florida ("Contractor") (individually, "Party," collectively, "Parties").

### WITNESSETH:

**WHEREAS**, the County requested proposals pursuant to 167-0517-P (SS) ("RFP") for Landfill Operations – Bridgeway Acres services; and

**WHEREAS**, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

**WHEREAS**, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

#### 1. Definitions.

**A. "Agreement"** means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.

**B. "County Confidential Information"** means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law.

**C. "Contractor Confidential Information"** means any Contractor information that is designated as confidential and/or exempt by Florida's public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

**D. "Contractor Personnel"** means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.

**E. "Services"** means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A ("Statement of Work") attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

**2. Conditions Precedent.** This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 13, within ten (10) days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

**3. Services.**

**A. Services.** The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County, and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

**B. Services Requiring Prior Approval.** Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Solid Waste Program Manager.

**C. Additional Services.** From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

**D. De-scoping of Services.** The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

**E. Independent Contractor Status and Compliance with the Immigration Reform and Control Act.** Contractor is and shall remain an independent contractor and is neither agent, employee, partner of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

**F. Non-Exclusive Services.** This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

**G. Project Monitoring.** During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

**4. Term of Agreement.**

**A. Initial Term.** The term of this Agreement shall commence on August 26, 2018; and shall remain in full force and for ten (10) years, or until termination of the Agreement in accordance with its terms, whichever occurs first.

**B. Term Extension.**

The Parties may extend the term of this Agreement for one (1) additional three (3) year period(s) pursuant to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein. After the end of the initial term, or any second term, the County may, in its sole discretion, require the Contractor to continue service on a month to month basis for up to six (6) months following the initial term, or the second term. During such month-to-month extension, the Contractor will be compensated at one hundred ten percent (110%) of the rate in effect at the end of the immediately preceding contract period.

## 5. **Compensation and Method of Payment.**

**A. Services Fee.** As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section 5 (“Services Fee”), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement, but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections 5.B. and C., unless the Parties agree to increase this sum by written amendment as authorized in Section 21 of the Agreement.

**B. Contingency Services.** When authorized in writing by the County’s Director of Solid Waste or designee, the Contractor shall furnish services resulting from unforeseen circumstances not anticipated under Services Fee due to minor changes in the project. Compensation for any Contingency Services assignments shall be negotiated between the County and the Contractor at the time the need for services becomes known.

For any Contingency Services performed, the County agrees to pay the Contractor, a negotiated fee based on the assignment (up to \$25,000.00 per assignment), up to a maximum amount not to exceed **\$1,000,000.00 (not-to-exceed \$100,000.00 annually)** for all assignments performed.

**C.** The County agrees to pay the Contractor the not-to-exceed sum of **\$124,000,000.00, (not-to-exceed \$12,400,000.00 annually)** for Services completed and accepted as provided in Section 15 herein, payable on a fixed-fee basis for the deliverables as set out in Exhibit C, payable upon submittal of an invoice as required herein.

**D. Annual Payment Adjustment:** Fee Schedule and Unit Value Schedule, may be adjusted at twelve (12) month intervals, based upon the Consumer Price Index, All Urban Wage Earners and Clerical Workers, Not Seasonally Adjusted, U.S. city average, All items as published by the U.S. Department of Labor, Bureau of Labor Statistics (CWUR0000SA0). The Initial Fees may be adjusted in a percentage of amount equal to one-hundred percent (100%) of the net percentage change of the Consumer Price Index applied to ninety-five percent (95%) of the Initial Fee.

**E. Fuel Index Adjustment:** On a monthly basis, the Monthly Invoice minus the Standby Charges for actual charges may be adjusted as reflected by fluctuations in the U.S. Department of Energy, Energy Information Administration PADD1C Price for Low-Sulfur Diesel Sales to Commercial/Institutional Users. The monthly invoice minus the Standby Charge shall be adjusted in a percentage of amount equal to one-hundred percent (100%) of the net percentage change of the last published monthly PADD1C Price for the preceding month (the “Preceding Month PADD1C Price”) applied to five percent (5%) of the monthly invoice.

**F. Travel Expenses.** The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

**G. Taxes.** Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.

**H. Payments.** Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted as provided in Exhibit D attached hereto.

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, “The Local Government Prompt Payment Act.” The County may dispute any payments invoiced by Contractor in accordance with the County’s Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County’s Dispute Resolution Process.

## 6. Personnel.

**A. Qualified Personnel.** Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

**B. Approval and Replacement of Personnel.** The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7. A.1. shall apply if minimum required staffing is not maintained.

## 7. Termination.

### A. Contractor Default Provisions and Remedies of County.

1. Events of Default. Any of the following shall constitute a “Contractor Event of Default” hereunder: (i) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (ii) Contractor breaches Section 9 (Confidential Information); (iii) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; or (iv) Contractor fails to perform or observe any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor (“Notice to Cure”), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.

3. Termination for Cause by the County. In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.A.1.(iii), the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

### B. County Default Provisions and Remedies of Contractor.

1. Events of Default. Any of the following shall constitute a “County Event of Default” hereunder: (i) the County fails to make timely undisputed payments as described in this Agreement; (ii) the County breaches Section 9 (Confidential Information); or (iii) the County fails to perform any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County (“Notice to Cure”), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.

3. **Termination for Cause by Contractor.** In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.
8. **Time is of the Essence.** Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.
9. **Confidential Information and Public Records.**

**A. County Confidential Information.** Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

**B. Contractor Confidential Information.** All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.

**C. Public Records.** Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

**If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, [purchase@pinellascounty.org](mailto:purchase@pinellascounty.org), Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6<sup>th</sup> Floor, Clearwater, FL 33756.**

10. **Audit.** Contractor shall retain all records relating to this Agreement for a period of at least five (5) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

**11. Compliance with Laws.**

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

**12. Public Entities Crimes**

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

**13. Liability and Insurance.**

- A. **Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.
- B. **Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the County.
- C. **Liability.** Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- D. **Contractor's Taxes.** The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

**14. County's Funding.** The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

**15. Acceptance of Services.** For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Solid Waste Director or designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to Director of Solid Waste. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

**16. Subcontracting/Assignment.**

**A. Subcontracting.** Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

**B. Assignment.**

This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the County. The Contractor shall provide written notice to the County within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the County does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the County may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days notice to Contractor.

**17. Survival.** The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13 20, 23, and any other which by their nature would survive termination.

**18. Notices.** All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (iii) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:  
Attn: Charles Mangio, CPM  
Solid Waste program Manager  
Pinellas County Department of Solid Waste  
3094 114<sup>th</sup> Avenue North  
St. Petersburg, FL 33716

For Contractor:  
Attn: Scott Hanus  
General Manager  
Advanced Disposal  
3050 110<sup>th</sup> Avenue North  
St. Petersburg, FL 33716

with a copy to:  
Purchasing Director  
Pinellas County Purchasing Department  
400 South Fort Harrison Avenue  
Clearwater, FL 33756

**19. Conflict of Interest.**

**A.** The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.

- B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

**20. Right to Ownership.** All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including certified drawings associated with the construction of the BWA Landfill, Survey Reports, Aerials and other documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

**21. Amendment.** This Agreement may be amended by mutual written agreement of the Parties hereto.

**22. Severability.** The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

**23. Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

**24. Waiver.** No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

**25. Due Authority.** Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

**26. No Third Party Beneficiary.** The Parties hereto acknowledge and agree that there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.

**27. Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written. The provisions contained in the documents incorporated herein as exhibits are intended to be complimentary provisions; however, to the extent that all provisions cannot be interpreted and enforced in a complimentary manner, giving effect to a more specific provision over a more general provision where applicable, the provisions contained in the exhibits shall be given priority.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, FLORIDA

By and through its  
Board of County Commissioners

Kenneth T. Welch

By: Kenneth T. Welch

Advanced Disposal Services Solid Waste Southeast, Inc.

Name of Firm

By: [Signature]

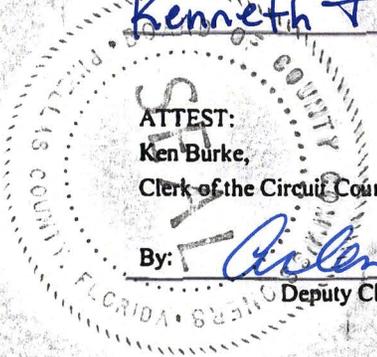
Signature

Michael K. Statkov

Print Name

EVP General Counsel

Title



ATTEST:  
Ken Burke,  
Clerk of the Circuit Court

By: [Signature]  
Deputy Clerk

APPROVED AS TO FORM

By: [Signature]  
Office of the County Attorney

**SERVICES AGREEMENT**

**EXHIBIT A**

**STATEMENT OF WORK**

**1. Class I and Class III Landfill**

**a) The placement and compaction of Class I and Class III waste to at least the minimum compaction density of 1,850 lbs/cy, free of prohibited, hazardous, and unauthorized wastes, extraneous cover materials, and recyclable metals;**

- Prior to receiving waste the Working Face will be prepared by scraping previous Daily or Intermediate cover from the areas that will receive new waste. The scraped material will be used as berms to keep the incoming waste contained and will be used as daily cover or stockpiled for future use as Daily or Intermediate cover. Areas to be scrapped include but are not limited to the top area where waste is to be tipped or pushed, the slope and, the toe of the Working Face.
- Waste loads will be unloaded and checked at the tipping area.
- The compactor or dozer will push the material to the working face in two foot lifts over existing waste to maximize compaction.
- Depending on the size of the diversion and how much waste is received, additional compactors will be added once there is enough room on the working face.
- Sufficient compaction passes will be made by the equipment to achieve at least the minimum compaction density but not less than three to five.
- GPS will be monitored by the operator and passes will continue until maximum compaction is achieved.
- Compaction Passes are based upon the compactor working in the opposite direction of the material that was initially pushed into the active area to maximize compaction.
- The working face slope will be minimized to increase compaction, but at no time will the face slope be any steeper than 30 percent.

**b) The daily cover of the Class I and weekly cover of Class III waste with be at least six (6) inches but no more than ten (10) inches of initial cover when using ash, mulch or dirt as initial cover. Use of alternate initial cover such as tarps when possible if ash is not available or in low supply;**

- The primary source of initial cover will be the ash residue supplied by the County's WTE Plant. Other cover materials may be used but only upon approval by Pinellas County. Application of approved alternative cover materials shall be a minimum of 6" to prevent flagging, odors or vector problems but no greater than 10 inches.
- Cover material will be transported with Articulated Dump Trucks and spread with bulldozers to the proper depth. The Articulated Dump Trucks shall be sized to transport sufficient quantities of ash residue to ensure minimal impact to WTE operations due to stock pile of ash residue.
- Mulch and dirt may also be used as an alternative to ash residue in this application to cover the waste material as needed, provided it meets the requirements of Chapter 62-701 FAC, and is installed in a uniform manner. The application of any alternative cover to ash must be approved by Pinellas County and only applied such the depth of cover must be between 6-10 inches.
- Initial cover will be placed on compacted waste, daily on the Class I landfill
- Initial cover will be placed on compacted waste, weekly on the Class III landfill
- CONTRACTOR will apply tarps, as an alternative to ash, mulch or soil, on the working face of the landfill when it is expected that refuse will be placed the next working day or with in a 24 hour period to conserve cover material and airspace.
- Application of tarps will be installed after waste is fully compacted using the landfill compactors as required in the contract.
- The tarp will then be placed over the waste by using manual labor or a mechanical tarping device.
- The tarp will be secured in place by using heavy objects that will prevent it from blowing off due to high winds.

**SERVICES AGREEMENT****EXHIBIT A****STATEMENT OF WORK**

- c) **The intermediate cover of Class I and Class III waste with at least twelve (12) inches but no more than fifteen (15) inches of material in areas where additional waste is not anticipated to be placed within 180 days;**
- Intermediate cover of 12" depth plus the initial cover will be placed over compacted waste in the landfill.
  - Areas filled during the contract terms that do not anticipate receiving additional waste within 180 days will be covered with intermediate soil.
  - The intermediate soil cover will be grassed with approved seed mix to prevent erosion and any erosion that may occur will be repaired with additional soil and grass.
  - Prior to any additional waste placement in this area, the intermediate cover will be scraped back and stockpiled on site until it is reused. This method will help conserve materials and preserve airspace.
- d) **The separate collection, transmission and discharge of storm water and cell water to treatment locations within BWA;**
- Storm water will be controlled by the methods of excavating ditches, construction of berms, piping, rock checks or channels, cleaning of lined trenches, and removal of vegetation from ponds.
  - These methods will be used to provide maximum capacity of the storm water system and better manage any erosion due to storm water shedding off of the Class I and Class III landfill areas.
  - Maintenance of cleaning rock checks and around pipes in ditches will be completed after major rain storm events and on an as needed basis to ensure the ditches are clear.
  - All vegetation in ditches, canals and culverts around site will be cleaned periodically as needed to remove vegetation and debris and to maintain good water flow. Spraying of ditches, canals and ponds will be a County responsibility.
- e) **Construction and maintenance of all-weather roads and vehicle maneuvering areas required for the efficient handling of waste and vehicles;**
- Temporary landfill access roads will be built using the ash from the WTE plant.
  - Once the ash is spread and graded, the entire road will be compacted using a smooth drum roller
  - The road will be crowned in the middle to shed water and reduce puddling in the road way which result in pot holes.
  - Roads will have a grade less than or equal to 5%
- f) **Clearing and grubbing prior to excavation of all operations including required haul roads and maneuvering areas and resulting material shall be kept separate from all excavation borrow. Resulting clear and grub material shall be size reduced for reuse or disposal. If the material is to be used as a soil/mulch blend for cover, it is to be delivered to the stockpile area as directed by the County. If the material is to be disposed of on site, it shall be landfilled as directed by the County. Alternately, the material may be removed from the Site limits and disposed in a Florida Department of Environmental Protection (FDEP) approved disposal site by CONTRACTOR at no additional cost to the County;**
- With the approval from the County, CONTRACTOR will remove any material prior to any excavation.
  - If the material is vegetative we will use the following equipment that is applicable. Bulldozer, excavator, loader and backhoe.
  - The vegetative material will be piled separate to the material to be excavated and either loaded into 40 yard containers and hauled to the yard waste area to be mulched or alternatively, with County approval, the vegetative material will be placed in an area within BWA to decompose.
  - The material will be reduced into mulch to be used on site at a later date or the County can dispose of the material off site.

**SERVICES AGREEMENT****EXHIBIT A****STATEMENT OF WORK****g) The services of a qualified Land Surveyor, who shall provide to the County;**

- Aerial topography - Every six(6) months to include all waste disposal areas and a calculation showing the amount of air space used and compaction densities achieved;
- Annual record drawings in accordance with Specific Condition 19;
- Aerial photography- Every twelve (12) months to include the entire Site limits
- Provide mapping services under Standards 5J-17.051.
- Prior to all aerial photographs and topography CONTRACTOR will contract with a qualified Land Surveyor to ensure all deliverables to the County are done at the required times.

**h) Waste Stream Screening, Toxic, hazardous, unapproved and prohibited waste control;**

- CONTRACTOR will implement a load checking program to detect and discourage attempts to dispose of unauthorized or prohibited wastes within the project limits.
- The load checking program shall comply with the following bulleted items:
  - ✓ Every week CONTRACTOR will have two employees examine at least three random loads of solid waste delivered to the site.
  - ✓ The employees will wear all the required PPE for the location where the inspections are taking place.
  - ✓ They will use the front- end loader along with shovels to ensure a thorough inspection of the waste.
  - ✓ If unauthorized or prohibited wastes are found, CONTRACTOR shall document the hauler information and immediately notify the County and the County shall contact the generator, hauler, or other party responsible for generating and/or delivering the waste to the site to determine the identity and composition of the waste.
  - ✓ If any hazardous wastes are identified by random load checking, CONTRACTOR shall promptly notify the County who will notify the FDEP and hauler. The area shall immediately be cordoned off from public access.
  - ✓ The person responsible for delivering the wastes to the site and the generator of the wastes, if known, will be directed to remove the waste from the site.
  - ✓ Otherwise, CONTRACTOR shall coordinate with the County for the clean-up, transportation and disposal charge to be paid by the County.
  - ✓ Information and observations resulting from each random inspection shall be recorded in writing by the CONTRACTOR inspector on County approved forms.
  - ✓ The written record shall be signed by the CONTRACTOR inspector and with copies provided to the County.
- White goods will be separated from the waste stream and loaded into 40 yard containers for recycling.
- Any items containing CFM's will be segregated further until the units can be evacuated. All CFM containing materials will be evacuated by a certified contractor hired by CONTRACTOR and scheduled routinely to ensure these materials do not impact operations. One cleared of CFM's the materials will be clearly marked as cleared and placed into the metals recycling container.
- Tires will be separated and loaded into a 40 yard container and hauled to the Tire Processing area.
- Contractor will make best efforts in separating bulky metals from the incoming waste stream and place them into the metals recycling container at the disposal area.

**i) Litter control and reduction methods to include litter fencing to confine affected areas;**

- Litter control will be done on a daily basis utilizing regular and temporary employees as needed each operating day.
- Litter fencing will be deployed next to the active working area to capture as much blowing litter as possible.
- Employees will pick up the loose litter and bag it for proper disposal.

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- Litter will be removed and disposed in accordance with Specific Condition 5 for on-site and off-site litter.
- j) Storm water management to direct storm water away from active waste areas and into canals and ditches and as to not create erosion or damage to the storm water collection systems;**
- Berms will be built around the working face, water will be directed to nearby ditches or canals'
  - Storm water will be controlled by the methods of excavating ditches, construction of berms, piping, rock checks or channels to prevent erosion.
- k) Repair and restoration of erosion and depressions from settlement and from storm water runoff in all areas of BWA;**
- If any areas of erosion are found CONTRACTOR will assess which equipment will be needed to immediately begin repairs on the affected area.
  - If any sediment collected at the bottom of the slope is observed, CONTRACTOR will promptly remove the material to prevent and drainage issues.
  - If it is determined that an erosion check down needs to be installed CONTRACTOR will begin to construct it after we receive County approval.
- l) Property damage or accidents for which CONTRACTOR is responsible;**
- If any damage to property or vehicles occurs involving CONTRACTOR our safety and risk management departments will be notified immediately. CONTRACTOR will also notify County of the incident and provided opportunity to observe and document.
  - All reports and pictures of the incident will be sent to both departments for processing with a copy to Pinellas County.
  - If a CONTRACTOR employee is at fault they will receive disciplinary action including up to termination depending on the severity.
- m) Labor costs, including fringe benefits, for all personnel, including permanent, temporary and contract employees;**
- All costs associated with labor and benefits are included in the unit prices.
- n) Stockpiling of material near the active Class I and Class III areas for cover in the following priority of use: Ash Residue from the WTE Facility, Mulch from within the Site limits, Stockpiled or Excavated fill from within the Site limits;**
- Ash residue will be primarily used for cover material.
  - Other materials that will be stockpiled on the Class I landfill will be mulch and dirt from and excavation on site.
- o) Provision of dedicated, trained and certified spotters at each active Class I, Class III landfill face and Bulky Waste area at all times that the areas are receiving waste;**
- CONTRACTOR will have a minimum of 6 certified spotters on site during operating hours and will ensure each disposal area has an adequate number of trained spotters to ensure each load is visually inspected prior to the customer leaving site.
  - Each spotter will be cross trained in each position so there will be no disruption of service due to an illness.
  - A certified spotter will arrive at the working face a minimum of 10 minutes prior to opening.
  - We will also have a minimum of 3 certified operators on site during operating hours. The operators training course also certifies the individual as a spotter.

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**p) Seeding of areas which have not been used in 180 days;**

- Areas filled during the contract terms that do not anticipate receiving additional waste within 180 days will be covered with intermediate soil.
- The intermediate soil cover will be grassed with approved seed mix to prevent erosion and any erosion that may occur will be repaired with additional soil and grass.

**q) Any chemical spills from CONTRACTOR landfill equipment will be removed and disposed of properly in an approved disposal facility.**

- Identify area of the spill and rope off.
- Excavate material such that all spill material has been removed. Load the excavated material into a container suitable for transport to disposal location.
- Repair excavated area.

**2. Mini-Hand Unload Station Services**

All costs associated with providing sufficient trained staff to operate the Mini-Hand Unload Station in an efficient manner so as to maximize the amount of waste placed within each container while minimizing potential for litter and to minimize customer wait times and ensure that the Mini-Hand Unload Station is in operation for all Operating Hours and ensure that all wastes are removed from the tipping floor of the facility on a daily basis.

**a) A dedicated and trained spotter on duty for all hours that the station is active. The spotter(s) will direct and assist customers to ensure the proper segregation of wastes and ensure that no scavenging of materials occurs for all materials delivered to the Mini-Hand Unload Station;**

- The spotters at the Mini- Hand Unload Station will be on duty prior to and after the site opens and closes.
- They will direct the customers to segregate all metal, chemicals and electronics in their load.
- All metal will be directed to the north end of the building for further processing.
- Residential customers that have chemicals or electronics will be directed to the County's HEC3 building for disposal of those items.
- Commercial customers that have chemicals or electronics will be referred to the County's chemical and electronic business collection event or to the County's chemical or electronic collection contractor for disposal of those items.
- The spotters will police the customers to ensure they are not scavenging any materials.
- If a problem should arise with a customer that is not able to be resolved by CONTRACTOR, the Operations Manager or designee will be contacted.
- CONTRACTOR shall manage customer behavior and actions and provide the appropriate direction. Should a customer become unmanageable and CONTRACTOR staff feel threatened then the Sheriff's office should be called directly.

**b) Waste Stream Screening, Toxic, hazardous, unapproved and prohibited waste control;**

- CONTRACTOR will implement a load checking program to detect and discourage attempts to dispose of unauthorized or prohibited wastes within the Site limits.
- The load checking program shall comply with the following minimum requirements;
  - ✓ Every week CONTRACTOR will have two employees examine at least three random loads of solid waste delivered to the site. The employees will wear all the required PPE for the location where the inspections are taking place.
  - ✓ They will use the front- end loader along with shovels to ensure a thorough inspection of the waste.

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- ✓ If unauthorized or prohibited wastes are found, CONTRACTOR shall immediately notify the County and the County shall contact the generator, hauler, or other party responsible for generating and/or delivering the waste to the site to determine the identity of the waste sources.
  - ✓ If any hazardous wastes are identified by random load checking, CONTRACTOR shall promptly notify the County who will notify the FDEP. The area shall immediately be cordoned off from public access.
  - ✓ The person responsible for delivering the wastes to the site and the generator of the wastes, if known, will be directed to remove the waste from the site.
  - ✓ Otherwise, CONTRACTOR shall coordinate with the County for the clean-up, transportation and disposal charge to be paid by the County.
  - ✓ Information and observations resulting from each random inspection shall be recorded in writing by the CONTRACTOR's inspector on County approved forms.
  - ✓ The written record shall be signed by the CONTRACTOR inspector and provided to the County.
  - White goods will be separated from the waste stream and loaded into 40 yard containers for recycling.
  - Any items containing CFM's will be segregated further until the units can be evacuated. All CFM containing materials will be evacuated by a certified contractor hired by CONTRACTOR and scheduled routinely to ensure these materials do not impact operations. One cleared of CFM's the materials will be clearly marked as cleared and placed into the metals recycling container.
  - Large bulky items not processible in the WTE plant due to size will be separated and loaded into a 40 yard container and hauled to the Tire Processing area.
- c) Provision of roll off trucks (2016 or newer) to adequately transport and maintain the throughput of traffic and waste at the tipping floor using a minimum of ten (10) forty (40) cubic yard roll-off containers;**
- CONTRACTOR will maximize waste handling efficiency by providing a minimum of ten (10) containers with a minimum capacity of forty (40) cubic yards to keep up with incoming waste volumes and reduce debris build up where the containers are loaded.
  - CONTRACTOR shall manage the facility to ensure that no waste materials except for recyclable metals and white goods waiting for CFM clearance are left on the tipping floor overnight. Additionally the CONTRACTOR shall make reasonable efforts to empty all containers by the end of each business day. Reasonable efforts for the purpose of this statement will be defined by the County and communicated to the CONTRACTOR based on County observations.
- d) Removal of the containers from the Mini-Hand Unload Station, weighing of the containers at the scale located directly behind the Mini-Hand Unload Station or at a scale specified by the County, emptying of the containers at the WTE Facility or other disposal area as directed by the County within the Site limits, and return of the empty containers to the Mini-Hand Unload Station;**
- CONTRACTOR will use a hook type roll off truck to increase productivity. The use of this truck does not require the driver to exit the truck in order to attach a cable to the container in order to pull it onto the truck.
  - Once the container is on the truck the driver will proceed to the scale directly behind the Mini Hand Unload Station or to a scale as directed by the County and await confirmation the weight has registered.
  - The driver will then proceed to the WTE facility or other disposal area as directed by the County to unload the material.
  - The driver will then deliver the container back to the stall where the container originated from.
- e) The collection and proper disposal of any solid waste which has fallen from or blown out of the containers or delivery vehicles or otherwise been deposited on the ground within the Mini-Hand Unload Station area;**

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- The larger capacity containers will reduce the amount of waste that falls out during the delivery of the material to the WTE facility.
  - CONTRACTOR will have a laborer drive a golf cart around the property picking up any loose items that have fallen out during the transportation of the container.
  - The loading of the containers will be done with a front end loader that will sweep, push and pick up the material and place them into the proper container.
  - The front end loader will be equipped with a clam shell bucket and rubber cutting edge to reduce wear to the concrete floor and will keep the ground free of any hazards to customers or their vehicles.
  - The loader operator will inspect and sort burnable vs non-burnable materials, metals and white goods prior to loading the material into the containers.
- f) **CONTRACTOR will provide Containers that are well-maintained and kept in usable condition, painted and free of punctures or otherwise present a positive public image at all times;**
- All containers will be repaired and painted should any damage occur during the loading or unloading of material.
- g) **Labor costs, including fringe benefits, for all personnel, including permanent, temporary and contract employees;**
- All costs associated with labor and benefits are included in the bid price.

**3. Transportation and Stockpiling of WTE facility Recovered Materials**

- a) **In accordance with the Operations Plans, CONTRACTOR will transport and stockpile residue generated by the WTE facility to areas within the Site limits as directed by the County for use as cover material, road base, general landfill construction, erosion control, berms, and potentially to an area within the Site limits for enhanced metals processing;**
- Transportation of recovered materials will be done using 4 articulated trucks. The trucks will start to haul the material at 6:00 A.M. when the traffic on site is still light.
  - The material will be hauled within the Site limits as directed by the County.
- b) **Loading to be provided free of charge by the WTE Facility Operator in accordance with a mutually agreed upon schedule. CONTRACTOR may load during unscheduled times using its own equipment and at its own expense with approval of the WTE Facility Operator and the County;**
- At no additional cost the WTE operator will load CONTRACTOR trucks at the staging area in the RSPB.
  - CONTRACTOR will instruct the loader operator to load 24 tons of material to achieve the maximum load to reduce the truck traffic on site.
  - If the WTE Facility Operator is not available, in coordination with the WTE Facility Operator, CONTRACTOR will load CONTRACTOR trucks with a CONTRACTOR front end loader.
- c) **Weighing of material at the scale designated for Ash Residue or as directed by the County;**
- The trucks will use the dedicated scale behind the RSPB or other County designated scale.

**SERVICES AGREEMENT****EXHIBIT A****STATEMENT OF WORK****4. BWA Landfill Maintenance****a) Maintenance of Vegetation: shall mean the cutting of vegetative matter by powered equipment within the BWA site;**

- CONTRACTOR will mow, trim and edge vegetative matter within the BWA Site limits.
- In order to maintain compliance with the contract, mowing will be performed all year as needed.
- During the non-growing season this will be done with 1 small finish mower, 1 weed eater, 1 bush hog mower and 1 slope mower.
- During the growing season this will be done with 1-2 finish mowers, 2-3 weed eaters, 1-2 bush hog mowers and 1 slope mower.
- The finish mower will maintain all areas at BWA that are highly visible to the customers on site.
- They will also mow along all the paved roads and non-paved roads.
- This mowing will include around each monitoring well and along all fence lines.
- All visible clippings after mowing shall be removed.
- All clippings shall be kept out of ornamental beds and off of all paved areas and waterways.
- Weed eating will be done around all signs, poles, fences, buildings and monitoring wells.
- The bush hog will mow all large fields and landfill side slopes in accordance to the mowing heights listed in the scope of work.
- The slope mower will maintain all ditch lines and also cut back trees that are growing into road ways.
- All areas will be inspected weekly to ensure the requirements of the contract are being met.
- Edging of public road ways shall be completed as needed to provide a neat positive public image of the site.

**b) Maintenance of Surface Water System: shall mean the maintenance of all ponds, canals, ditches and culverts within the BWA complex;**

- CONTRACTOR will utilize an excavator, long reach excavator and backhoe to remove vegetation and sediment in the ditches and canals within the BWA site.
- That equipment will also be available for any repairs for side slope stabilization on ponds, ditches and canals.
- The use of the backhoe will help reduce the time to mobilize equipment to certain areas on the site that might be problematic to maneuver a large excavator.

**c) General Site Maintenance: shall mean the control of nuisances within the BWA Site limits;**

- On site litter control will be performed a minimum of 2 times per day with an employee and a golf cart to patrol along the main roads and ditches on the property.
- The area around the hand unload will be done by an employee first thing in the morning and also throughout the day when traffic slows. In the event of high winds, additional laborers will be brought in to continually pick litter during the day.
- On the Class I and Class III landfills CONTRACTOR will erect portable fencing around the landfill working face and reposition it as necessary to address changes in wind direction and velocity. We will have an employee patrol the area near the working face to pick up any windblown litter.
- During diversions and, as needed during high wind events, we will bring in additional labor to ensure all litter is picked up in a timely fashion and to remain in compliance with the County's permit.
- The litter control will also include a magnet being pulled by the golf cart or a pickup truck to remove metals from the roadways in and around the landfill and public roads on site.
- Two crews will be assigned to conduct the critical task of offsite litter control in order to maintain a good image with the surrounding community.
- These crews will be scheduled for 50-hour work weeks and will consist of a driver, helper and pickup truck.

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- The first crew will be responsible for the collection along 28<sup>th</sup> Street, 118<sup>th</sup> Avenue and 34<sup>th</sup> Street N.
- The second crew will be responsible for the additional 13 miles of roads as shown in Attachment E in the RFP.
- Odor control will be deployed in one of two ways depending on the amount of the severity of the odor.
  - ✓ First an odor neutralizer product will be poured directly into our water truck and sprayed near the working face and any areas downwind from where it could affect the surrounding community.
  - ✓ Second, an odor neutralizer will be sprayed from a mobile misting system that will be deployed upwind from where the odor could affect the surrounding community.
  - ✓ Additionally any waste load that has a strong odor will be covered immediately.
- Fugitive dust will be controlled by loading an articulated off road 5,000 gallon water wagon at the supplied water fill location supplied by the County, then hauling it to the active areas on site.
- The use of an articulated truck will allow CONTRACTOR to water the difficult uneven areas of the site verses a conventional water truck which is used mainly for paved roads including areas such as temporary service/haul routes, disposal truck routes and active landfill operations including the working face.
- Additional dust control will be done with the use of a dust suppressant such as calcium chloride or similar product.
- The use of street sweeping equipment shall be used for the purpose of dust control on the paved roads.
- Should any mud be transferred onto the surface roads from the landfill we will use the street sweeper, water truck, front-end loader or manual labor to remove the excess material.
- Litter fencing will be deployed next to the active working area to capture as much blowing litter as possible. CONTRACTOR employees will pick up the loose litter and bag it for proper disposal.
- Any waste loads that contain a strong odor will be covered immediately to prevent vectors from gathering.
- CONTRACTOR will ensure the waste is covered each day to prevent attracting vectors.
- All spotters and operators will communicate to all customers that there is to be no scavenging or salvaging.
- If any customers disobey our orders we will contact a County Solid Waste Program Manager.
- CONTRACTOR will have a written Scavenging and Salvaging policy that has been signed by all employees. If any employee violates the policy they will be terminated.
- CONTRACTOR will supply our employees all the proper tools to provide service in a safe and efficient manner.
- CONTRACTOR will not allow the burning of any material on site.
- All operations will be scheduled around or as near as possible to operating hours to ensure there is no fugitive noise affecting the surrounding neighborhood.
- All backup alarms will comply with all safety sound regulations.
- CONTRACTOR will inspect the BWA landfill thoroughly after every rain event for any areas of erosion.
- If any erosion areas are found CONTRACTOR will assess which equipment will be needed to immediately begin repairs on the affected area. County Solid Waste Program Manager will be notified of any observed erosion.
- If any sediment collected at the bottom of the slope we will promptly remove the material to prevent any drainage issues.
- If it is determined that an erosion check down needs to be installed we will begin to construct it after we receive County approval.

**SERVICES AGREEMENT****EXHIBIT A****STATEMENT OF WORK****d) Emergency, Fire and Safety Control;**

- In emergencies affecting the safety of persons, the work or the property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from the County, will act as its discretion to prevent threatened damage, injury or loss.
- CONTRACTOR shall immediately notify the County when an emergency occurs. If emergency services are required at the site, the appropriate response agency shall be contacted by immediately calling 911 immediately by telephone or other two-way communication equipment provided by CONTRACTOR.
- After the request for emergency assistance has been placed by CONTRACTOR; CONTRACTOR shall immediately place a telephone call to inform the County of the emergency situation.
- CONTRACTOR shall arrange to meet the responding emergency personnel and accompany or direct them to the emergency location.
- CONTRACTOR will enforce all PPE requirements to the customers set forth by the County.
- CONTRACTOR spotters and operators will monitor customers to ensure they are not working on any equipment or unloading in an unsafe manner which could result in an injury.
- All operators will have training on the proper spacing between their equipment and customers and their vehicles.
- CONTRACTOR personnel shall be trained in fire control procedures and take immediate steps including maintenance and use of working stockpiles to thoroughly extinguish any fire which breaks out at the site.
- CONTRACTOR shall maintain separate working stockpiles of ash and dirt near the landfill face for fire-fighting purposes.
- When a fire is detected on the site, the procedure as outlined above shall be followed in addition to procedures elsewhere described in the contract documents.
- Basic emergency first aid supplies and apparatus shall be readily available on site and at least one employee certified by the American Red Cross or similar approved organization in fundamental First Aid Training and Cardiopulmonary Resuscitation (CPR) shall be at the site during all operating hours.
- CONTRACTOR shall advise the County in writing of the trained employee. CONTRACTOR shall designate a responsible member of its organization at the site whose duty shall be the prevention of accidents.
- This person shall be CONTRACTOR's General Manager unless otherwise designated in writing by CONTRACTOR to the County.
- CONTRACTOR shall, at all times, operate in compliance with all federal, state and local safety laws and regulations.
- In the event of an emergency, it will be the responsibility of the CONTRACTOR Operations Manager or General Manager to implement the Emergency Response Plan.
- The CONTRACTOR Manager will immediately contact County personnel to inform them of the situation.
- If any County personnel need assistance the CONTRACTOR team will be available to assist in any way possible.
- CONTRACTOR's Risk Management and Safety Department will also be notified and actions taken accordingly.
- Each of Advanced Disposal's equipment operators and spotters are trained in emergency response and will be able to assist where ever possible.

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- e) **Hot Load Slab: the Contractor shall be responsible for maintenance of the Hot Load Slab. Included in this item is the control of litter, and wash down of the slab to control odors and vectors when used;**
- The Hot Load Slab will be cleaned daily with the street sweeper.
  - A laborer on a golf cart will pick up any blowing litter several times throughout the day.
  - In the event of a garbage spill the water truck will be dispatched to wash the area down.
- f) **Opening and Closing Site: the BWA, closed Toytown Landfill and WTE Facility are bounded by perimeter fences. The Contractor shall be responsible for locking and unlocking gates as directed by the County. This includes opening the facility for customer access and closing the facility to customers on a daily basis except for Holidays and Sundays or as directed by the County;**
- CONTRACTOR will lock any gate CONTRACTOR travels through to ensure no gate is left open.
  - CONTRACTOR will open the main gate 15 minutes prior to the facility opening to reduce traffic on 118<sup>th</sup> Avenue.
  - Prior to the facility closing a CONTRACTOR employee will prepare to close the gate at the main entrance.
  - The CONTRACTOR employee responsible for opening and closing will have the gate remote, provided by the County, and a County two way radio for communication.
  - Once the scale house announces the facility is closed CONTRACTOR will close the gate.
  - Each disposal area will contact the CONTRACTOR employee at the front gate to let them know if any customers are still on site. Once all customers are off the site the CONTRACTOR gate employee will lock the gate for the night.

**5. Toytown Landfill Maintenance**

- a) **Maintenance of Vegetation: shall mean the cutting of vegetative matter by powered equipment within the Toytown Site limits;**
- CONTRACTOR will mow, trim and edge vegetative matter within the Toytown Site limits.
  - In order to maintain compliance with the contract, mowing will be performed all year as needed.
  - During the non-growing season this will be done with 1 small finish mower, 1 weed eater, 1 bush hog mower and 1 slope mower.
  - During the growing season this will be done with 1-2 finish mowers, 2-3 weed eaters, 1-2 bush hog mowers and 1 slope mower.
  - The finish mower will maintain all areas at Toytown
  - They will also mow along all the non-paved roads on the property.
  - This mowing will include around each monitoring well and along all fence lines.
  - All clippings shall be kept out of waterways.
  - Weed eating will be done around all signs, poles, fences, buildings and monitoring wells.
  - The bush hog will mow all large fields in accordance to the mowing heights listed in the scope of work.
  - The slope mower will maintain all ditch lines and also cut back trees that are growing into road ways.
  - All areas will be inspected weekly to ensure the requirements of the contract are being met.
- b) **Maintenance of Surface Water System: shall mean the maintenance of all ponds, canals, ditches and culverts within the Toytown Site limits;**
- CONTRACTOR will utilize an excavator, long reach excavator and backhoe to remove vegetation and sediment in the ditches and canals as referred to in Attachment A.
  - That equipment will also be available for any repairs for side slope stabilization on ponds, ditches and canals.

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- The use of the backhoe will help reduce the time to mobilize equipment to certain areas on the site that might be problematic to maneuver a large excavator.

**c) General Site Maintenance: shall mean the control of nuisances within the Toytown Site limits;**

- Toytown is a closed Landfill and most of the maintenance in Specifications 7 Maintenance pertains to an active site.
- We will inspect the Toytown landfill thoroughly after every rain event for any areas of erosion and ponding.
- If any erosion areas are found we will assess which equipment will be needed to immediately begin repairs on the affected area.
- If any sediment collected at the bottom of the slope we will promptly remove the material to prevent and drainage issues.
- If it is determined that an erosion check down needs to be installed we will begin to construct it after we receive County approval.
- Any low areas that create ponding shall be filled with suitable soil and either seeded or sodded for erosion protection.

**d) Security: the closed Toytown Landfill is bounded by perimeter fences. The Contractor shall be responsible for locking and unlocking gates as directed by the County. Contractor shall ensure that ToyTown gates remain locked when area is not actively being maintained;**

- CONTRACTOR shall ensure that the gates at Toytown will be closed and locked anytime there is no active maintenance activity.

**6. Miscellaneous Tasks****a) Yard Waste Mulching - The Contractor will provide all labor and equipment necessary to operate a yard waste to mulch processing program. Operation of the yard waste to mulch program includes screening yard waste, acceptance of yard waste, removal of contaminants, size reduction of the material to a minus 4" product, sanitizing, loading material, testing and reporting. The unit cost per ton paid to the Contractor shall include;**

- The yard waste processing area will be staffed with a FDEP certified spotter during all operational hours. The spotter will check each customer's ticket to ensure they are at the proper disposal area. Once confirmed, the spotter will inspect the load for any prohibited items. If the load consists of all brush the customer will be directed to the unloading area. If a small amount of non-vegetative material is found the customer will be directed to a 40-yard roll-off container located near the disposal area where the rejected material will be placed. If a large amount of non-vegetative material is found, the customer will be rerouted to the proper disposal area.
- Once the material is dumped it will be moved with a front end loader to the processing area. Once there the material will be processed through a Mobark Tub Grinder to reduce the size to minus 4".
- It will then be placed in windrows for storage. This will begin the process of sanitizing the mulch. The additional processing will require the material to be stored for 45 days and turned three times to maintain 132 degrees Fahrenheit inside the pile.
- Once the material is ready for release we will have an operator and front end loader available to load any customers wanting the finished product.
- The testing of the material will be done by the County.
- We will report on a monthly basis the tonnage of yard waste material used on site, the date it was used and the location.

**SERVICES AGREEMENT****EXHIBIT A****STATEMENT OF WORK****b) Material Handling;**

- CONTRACTOR shall stockpile material or use material from stockpile as directed by the County. This item includes loading, hauling, placing and shaping of material. The material will be loaded from an area within the Site limits and placed as directed by the County. This item includes a survey of the completed fill to determine final quantities. Material placed shall be compacted by the process of placing and shaping to all final contours and in lifts no greater than 12 inches. Material shall be compacted to 90% of the Modified Proctor value. The Contractor will be paid based on cubic yards in place as determined by the survey. This does not include material hauled from a stockpile within the Site limits for the purpose of using for cover material or erosion control.

**c) Excavation of Material;**

- Shall mean the excavation of material as directed by the County. This item includes excavation and dewatering of material from within the Site limits. Disposal of the excavated material will be as directed by the County within the Site limits. This item may include the excavation of materials from completed landfill cells. The Contractor will be paid for each cubic yard excavated as determined by the County either using scale records or cubic yards converted to tons based upon a mutually agreed density factor.

**d) Erosion Control;**

- CONTRACTOR will load, haul, fill, compact and shape in place, soil to provide embankment stabilization at the direction of the County. This item includes all labor, material and equipment. The Contractor will be paid based on the cubic yards handled as negotiated with the County prior to beginning. This item shall not apply to restoration of Contractor's Work or for erosion control associated with the active Class I and Class III areas.

**e) Clearing and Grubbing;**

- Shall mean the clearing, grubbing and disposal of vegetative material and trees as directed by the County. This item shall not apply to clearing and grubbing required for landfill construction, or landfill cells. The Contractor will be paid based on square yards, measured in place.

**f) Bulky Waste Processing;**

- The County operates a Bulky Waste processing area in which tires and large burnable waste is reduced in size by an industrial shredder and hauled to the WTE Facility for disposal. The Contractor shall, if requested by the County, assist in this operation by hauling the shredded material to the WTE Facility using the County's roll off containers or containers provided by the Contractor. The Contractor shall be paid for this item on a per pull unit basis. As an active disposal area, the Contractor shall provide a spotter at this location for all Operational Hours.

**g) Excavation and Recovery of Landfilled Waste;**

- Shall mean services to excavate, load, and transport previously landfilled waste to the WTE Facility for processing. The operations will include excavating, hauling, weighing, and delivering the material to the WTE Facility. It will also include deploying initial cover at the end of each working day along with any additional litter and odor controls needed. The Contractor shall be paid on a per ton basis

**SERVICES AGREEMENT****EXHIBIT A****STATEMENT OF WORK****7. Additional Work**

CONTRACTOR understands that additional work may be required during the contract period in order to construct, operate or maintain the BWA Landfill and Site in accordance with the existing permit. In addition, changes in regulatory conditions may require that additional work is needed. The Contractor is advised that payment for Additional Work will be negotiated between the County and the Contractor at the time required and will be authorized through an amendment to the contract. At the County's request, the Contractor shall provide a written proposal for these services. If agreeable to the County, the County will prepare an amendment in accordance with then existing County procedures.

In the event that the County and the Contractor cannot agree on a Scope of Work and Price for the Additional Work, the County will advertise, in accordance with then existing County procedures, for an independent contractor to complete the Additional Work. Additional Work may include the following items:

**a) Perimeter Berm Construction;**

Shall mean the construction of the Perimeter Berm within the Site limits. This item includes the placement, shaping and compacting of the individual berm levels with material excavated during the construction of landfill cells or from stockpiles and survey of completed berm(s). Material placed shall be compacted in lifts no greater than 12 inches.

**b) Canal Construction;**

Shall mean to complete construction of canals as directed by the County. This item includes procuring all equipment, labor, and material to excavate, load, transport, and stockpile all material resulting from the construction. All excavated material from the canals will be loaded and transported to a stockpile on the Site as directed by the County.

**c) Embankment;**

Shall mean the use of material from the stockpiles to provide structural embankments beneath new paved roads and other structures at the direction of the County. This item includes loading, hauling, placing, shaping and compacting to 90% of Modified Proctor Value, a survey of the completed embankment and geotechnical testing of compaction.

**e) Seeding/Sodding;**

Shall mean to provide and install fresh cut sod and establish growth within the Site limits as directed by the County. This item includes sod, fertilizer, pH adjuster, water, equipment and labor necessary to provide a complete and satisfactory installation. This does not include seeding or sodding as part of erosion control associated with active disposal areas.

**g) Site Screening**

Shall mean the installation and removal of a temporary screening in the Site limits as directed by the County. The purpose of the Site Screening Fence is to: (1) screen from outside view, the operation of the Landfill as the elevation increases to final height, and (2) reduce litter problems off Site due to the increased elevation and open landscape.

**SERVICES AGREEMENT****EXHIBIT A****STATEMENT OF WORK****h) Landfill Mining**

Shall include excavation of existing landfill cells for the recovery of recyclable materials or other reasons not specific to recovery of landfilled waste for the purpose of processing through the WTE Facility. Mining responsibilities will be defined in a detailed scope of work but will generally include clearing and grubbing of existing cover soil, excavation of existing landfill material, loading and transport to a processing operation. The processing operation may or may not be included in the landfill mining project.

**i) Alternative Landfill Slope Construction:**

Pinellas County may consider alternative landfill construction that includes side slopes greater than 3:1 grade. Should this alternative construction be implemented, the cost for this construction will take into account the base bid price for services above for a standard Subtitle D landfill construction.

**8. County and County Engineer Inspections and Reports**

Commencing the effective date of this Agreement, and as frequently thereafter as determined by the County during the term of the Agreement, the County and the County's Consulting Engineer shall have the right to conduct an inspection of the Contractor's operations with full cooperation of the Contractor to determine if the operation is in compliance with the approved Landfill Operations Plan and this Agreement. Within fifteen (15) business days following the completion of an inspection the County or County's Consulting Engineer shall provide a written report of the findings to the Contractor. To the extent that the operations or work does not comply with the approved Landfill Operations Plan or this Agreement, the report shall identify and specify in reasonable detail as to how such items are not in compliance. The report shall further identify the cure that the Contractor shall use to bring such non-compliant work or operations into compliance, including the proposed timeframe to cure the non-compliant work or operation. The cost to cure shall be at the Contractor's expense.

**SERVICES AGREEMENT****EXHIBIT A****STATEMENT OF WORK****DEFINITIONS**

The following words and expressions (or pronouns used in their stead) shall, wherever they appear in the Contract Documents, be construed as follows unless a different meaning is clear from the context.

**"Ash Residue"** shall mean material discharged from process of burning waste within the WTE Facility and discharged into the Residue Storage and Processing Building.

**"Available"** shall mean with regard to the Standby Equipment that each piece of equipment is onsite, operates in its intended function and all safety features are in place.

**"Battery Limits"** shall mean the limit of responsibility of the Waste to Energy Operator (WTE) and are generally defined by the fence surrounding the WTE Facility.

**"Board of County Commissioners" (BCC)** shall mean the Governing Board of Pinellas County, Florida, or their duly authorized representatives.

**"Bridgeway Acres Sanitary Landfill (BWA)"** shall mean the real property located in Pinellas County, which the County has designated as a landfill. The property is generally bounded on the north by 118<sup>th</sup> Avenue, on the east by Interstate 275, on the south by the 102<sup>nd</sup> Avenue right-of-way and the Mainlands subdivision and on the west by the Mainlands subdivision and the Mainlands Canal.

**"Bulky Material"** shall mean material discharged from the Ash Storage and Processing Building in excess of ten inches (10") in size.

**"Bulky Waste Processing"** shall mean the area identified in Appendix A for Bulky Waste Processing where customers are routed to deposit burnable bulky waste for shredding by the County then delivered to the WTE Facility.

**"Certified Landfill Operator"** shall mean a person who has completed a course of study proscribed by the State of Florida and is currently certified by the State as a landfill operator.

**"Change Order"** shall mean a written order to the Contractor issued after execution of the Agreement signed by the Board of County Commissioners (BCC) or designee authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time or revision to the Standby Charge.

**"Class I Landfill"** shall mean the area designated in the Contract Documents to receive general, non-hazardous household, commercial, industrial, and agricultural wastes, subject to the restrictions of Rules 62-701.300 and 62-701.520, F.A.C.

**"Class III Landfill"** shall mean the area designated in the Contract Documents to receive only yard trash, construction and demolition debris, waste tires, asbestos, carpet, cardboard, paper, glass, plastic, furniture other than appliances, or other materials approved by the FDEP. The Class III Landfill cannot accept putrescible waste. Certain Class I material can be disposed of in the Class III landfill area as long as it does not attract vectors.

**"Class I Waste"** shall mean general, non-hazardous household, commercial, industrial, and agricultural wastes, subject to the restrictions of Rules 62-701.300 and 62-701.520, F.A.C.

**"Class III Waste"** shall mean only yard trash, construction and demolition debris, carpet, cardboard, paper, glass, plastic, furniture other than appliances, or other materials approved by the FDEP which are not expected to produce leachate which poses a threat to public health or the environment.

**"Contract" or "Contract Documents"** shall mean each of the various parts of the Contract referred to in Paragraph 3D of the Agreement both as a whole and severally.

**"Contract Price"** shall mean the sum of the number of units times the dollar and cents amount per unit for each item plus the fixed amount for the Standby Charge as shown in the Proposal Amount section of the Contract Documents.

**SERVICES AGREEMENT****EXHIBIT A****STATEMENT OF WORK**

**"County Contract Representative"** shall mean the Director of the Solid Waste Department or other person so designated, employed by Pinellas County to act as such and designated to be in charge of the Work.

**"Day"** shall mean one calendar Day.

**"Department"** shall mean the Pinellas County Utilities Department of Solid Waste Operations.

**"DEP or FDEP"** shall mean the Florida Department of Environmental Protection.

**"Emergency Conditions"** shall mean conditions caused by natural disaster or acts of God over which the County or Contractor has no control, requiring immediate action be taken to prevent personal injury, loss of life or damage to property.

**"Fundamental First Aid Training"** shall mean training by the American Red Cross or equivalent agency for emergency medical care when a physician is not immediately available.

**"Hazardous Waste"** shall mean a solid waste regulated by the Florida Department of Environmental Protection as a hazardous waste pursuant to Chapter 62-730, F.A.C.

**"Landfill or Disposal Site"** shall mean any area where Solid Waste, Trash or Recovered Materials are deposited.

**"Litter"** shall mean trash, yard waste, garbage, and other non-hazardous wastes that have been deposited within the Project Limits in areas other than the Working Face and within the right of ways as described in the Offsite Litter Control Map and Description in Appendix A.

**"Maintenance of Traffic (MOT) Certified"** shall a person certified by a Florida Department of Transportation approved course in Temporary Traffic Control.

**"Management and Operations Plan"** shall mean the approved plan describing the management and operation, ongoing construction, maintenance and closure of the Project in accordance with the Contract Documents.

**"Mini-Hand Unload Station"** shall mean the area shown in Appendix A where private vehicles and others as directed by the County, deposit waste materials for handling, loading and disposal by the Contractor.

**"Notice"** shall mean written notice. Notice shall be served upon the Contractor either personally, or by electronic email, or by leaving the said Notice at its place of business or with its Agent in charge of the Work, or addressed to the Contractor at the place of business given in the Proposal and deposited in a postpaid wrapper in any post box regularly maintained by the United States Postal Service.

**"Notice of Award"** shall mean the written Notice by the County to the Contractor that the Contractor is the successful Proposer and that upon compliance with the conditions precedent to be fulfilled by the Contractor within the time specified, the County shall execute and deliver the Agreement to him.

**"Operate"** shall mean to provide and maintain sufficient quantity and quality of material, equipment and personnel to initiate and continue the handling of solid waste and to fulfill all of the terms contained in the Agreement.

**"Operating Hours"** shall have the meaning defined in Specification 30, Work Schedule of this Agreement.

**"Operator"** shall mean the contract operator of the WTE Facility. At the time of the signing of this Agreement, the Operator is Covanta Projects, LLC.

**"Permit"** shall mean the then current regulatory certification and permission to conduct certain activities.

**"Project or Project Limits"** shall mean the Bridgeway Acres Sanitary Landfill excluding the Battery Limits and including the Closed Toytown Landfill.

**"Prohibited or Unauthorized Waste"** shall mean any and all waste prohibited or unauthorized by the County, the FDEP or any other regulatory agency from being disposed of at the landfill. Specifically included, but not limited to, as Prohibited Waste are lead acid batteries, tires, radioactive, toxic or hazardous wastes including small quantity hazardous waste.

**SERVICES AGREEMENT**

**EXHIBIT A**

**STATEMENT OF WORK**

**"Recovered Materials"** shall mean, Ash Residue, and shall also include Reject Material from the WTE Facility.

**"Reject Material"** shall mean materials unsuitable for the Waste-to-Energy recovery process and placed in containers on the tipping floor in the WTE facility or as amended by the County. Reject Material may also mean materials no suitable for landfill disposal and placed in containers at the disposal location and transported to the appropriate disposal location.

**"Request for Proposals (RFP)"** shall mean this document issued by Pinellas County to solicit firms, corporations or individuals to provide operation, on-going construction, maintenance and closure services for the Project.

**"Residue Storage and Processing Building (RSPB)"** shall mean the building located within the Battery Limits, within which the Residual Material from the WTE Facility is processed into the various Recovered Material streams.

**"Solid Waste"** shall have the meaning listed in Chapter 62-701, F.A.C.

**"Site"** shall mean Bridgeway Acres Sanitary Landfill and the ToyTown Landfill.

**"Special Wastes"** shall mean those wastes that require extraordinary management. They include but are not limited to asbestos, dead animals, agricultural and industrial wastes.

**"Standby Charge"** shall mean the payment to the Contractor described in Specifications.

**"Subcontractor"** shall mean any person, firm or corporation other than employees of the Contractor who or which contracts with the Contractor or County to furnish, or actually furnishes labor, materials, or equipment for the Project.

**"System"** shall mean the WTE Facility, the Landfill, the Mini-Hand Unload Station, yard waste process, segregated asbestos and bulky waste processing, the household electronics and chemical waste collection center and the closed Toytown landfill.

**"Trash"** shall have the meaning listed in Chapter 62-701, F.A.C.

**"Ton"** shall mean a short ton, 2,000 pounds.

**"Toytown Landfill"** shall mean the real property in Pinellas County identified as the Toytown Landfill. It is generally bounded on the west by Interstate 275, on the north by Roosevelt Boulevard, on the east by 16<sup>th</sup> Street and on the south by 102<sup>nd</sup> Avenue right-of-way. The Contractor is advised that the Toytown Landfill has been closed in accordance with FDEP regulations and is presently under the Long Term Care provisions of 62-701 F.A.C.

**"Uncontrollable Circumstance"** shall mean an act or event, that has had or may reasonably be expected to have a material adverse effect on the rights or obligations under this Contract or material adverse effect on the Site or the operation or ownership or possession of it, if such act or event is beyond the reasonable control of the party relying therein as justification for not performing an obligation or complying with any condition required of such party under this Agreement. Such acts or events may include but shall not be limited to the following:

1. an act of God, epidemic, landslide, earthquake, fire, explosion, flood or similar occurrence, an act of a public enemy, war blockage, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence strike, lockout, Work slow-down, or similar industrial or labor action;
2. the order or judgment of any federal, state, local or foreign court, administrative agency or governmental officer or body, if it is not also the result of willful or negligent action or failure to act of the party relying thereon, provided that the contesting in good faith of any such order or judgment shall not constitute or be construed as a willful or negligent action of such party;
3. suspension, termination, interruption, denial or failure of renewal of any Permit, license, consent, authorization or approval essential to the operation of the Site as provided for herein or required with respect hereto, if such act or event is not also the result of willful or negligent action or failure to act of the party relying thereon, provided that the contesting in good faith of any such order shall not be construed as a willful or negligent action of such party;

**SERVICES AGREEMENT****EXHIBIT A****STATEMENT OF WORK**

4. adoption, promulgation, modification or change in interpretation of any federal, state, local rules or law, regulation or ordinance after commencement of Work under the terms of the Agreement, to the extent that the effect of such change cannot be reasonable accommodated pursuant to the terms of said Agreement.
5. the failure of any Subcontractor or supplier to furnish labor, services, materials, or equipment on the date agreed to, provided that such failure materially adversely affects the Contractor's ability to perform its obligations, and further provided that the Contractor is not able to reasonably obtain substitute labor service, materials, or equipment on the dates agreed to;
6. the failure of the County or any appropriate federal or state agencies or public or private utilities having operational jurisdiction in the area of location of the Site to provide and maintain and assure the maintenance of all utilities, services, sewerage, and water lines to the Site as required by the Contractor for the operation of the Site, provided they are essential to the operation of the Site.

**"Vector"** shall mean a carrier organism that is capable of transmitting a pathogen from one organism to another.

**"Waste-to-Energy (WTE) Facility"** shall mean the waste fired steam generating plant incorporating multiple steam units and equipment for the recovery of energy and materials as constructed for the County, all within the Battery Limits

**"Week"** shall mean a seven day period Monday through Sunday.

**"White Goods"** shall mean discarded refrigerators, ranges, washers, water heaters, freezers, and other similar domestic and commercial large appliances.

**"Work"** shall mean the performance of activities as specified in the Contract Documents. Whenever in the Contract Documents the words "directed," "required," "permitted," "ordered," "prescribed" and words of like import are used, they shall imply, unless otherwise specifically provided the direction, requirements, permission, order, designation or prescription of the County Contract Representative; "approved," "acceptable," "satisfactory," "in the judgment of" and words of like import shall mean, unless otherwise specifically provided, approved by, acceptable to, satisfactory to or in the judgment of the County Contract Representative.

**"Working Face"** means that portion of a sanitary landfill where waste is discharged, spread and compacted.

**SERVICES AGREEMENT****EXHIBIT A****STATEMENT OF WORK****SPECIFIC CONDITIONS****1. GENERAL LANDFILLING SEQUENCE**

The progression of filling shall be in accordance with the County's current FDEP permit(s) and the approved Management and Operations Plan and the Contractor shall sequence construction of the landfill such that no interruption of landfill availability shall occur. Actual sequencing of landfilling will depend on the waste quantity, mix, applicable regulations and Permits.

There is presently no requirement for landfill gas collection or control within the site limits. Leachate control is described in Specifications, Stormwater and De-Watering Management Treatment Systems.

Excavations for landfills shall be in conformance with the Permit(s) and the approved Management and Operations Plan. The excavated materials may be used for cover material per the preference of material in the Contract or stockpiled. All earth and topsoil on the landfill is the property of the County and the Contractor shall not remove them from the Site. No offsite material will be used for cover unless approved by the County.

Initial Cover shall be applied with at least six (6) inches but no more than ten (10) inches of compacted material or with alternative cover as specified by the Agreement and Permit Requirements. The Initial Cover shall be maintained at no additional cost to the County until further filling or the addition of intermediate or final cover is made. A stockpile of cover material shall be maintained in close proximity to active landfill areas and in sufficient quantities to cover maximum anticipated waste flows, and for firefighting purposes. The Contractor shall assure that surface drainage flows away from the disposal area. Filling procedures or temporary stockpiles shall not cause surface drainage to be directed toward or to pond upon waste or completed lifts.

The Contractor shall make every effort to maximize the utilization of the landfill by reducing daily cover materials as much as possible but still remain compliant with permit requirements. As such, the Contractor shall maximize landfill utilization by scraping cover materials from the previous day or last landfill operation before applying waste fill material. The Contractor shall also utilize alternative daily cover systems such as tarps or spray on applications and other FDEP approved technology and as approved by the County.

Landfill surface slopes shall not exceed a five percent (5%) grade where disposal vehicles are required to travel and dispose of waste except as authorized by the County. The Working Face of any active landfill shall not exceed 30 percent (30%) above the horizontal.

At the direction of the County, or as required for operations, the Contractor shall establish and stake final grades at no additional cost to the County and shall place waste and earth to conform to the stakes. Final elevations shall be in accordance with the approved Management and Operations Plan.

Initial or Intermediate Cover shall be comprised of aggregate material primarily consisting of ash from the WTE Facility or if necessary from available stockpiles, material from demolition of all-weather roads and vehicle maneuvering areas, mulch from onsite stockpiles, or soil from the stockpiles or excavation. The materials shall be used in the following priority; Ash from the WTE Facility, alternate cover such as spray on applications and tarps, mulch, mulch and clean fill dirt mix, clean fill dirt.

Initial Cover shall be placed on compacted waste at the end of each working day, or weekly for the Class III Landfill. Payment for cover is included in the unit price for each Ton of Class I or Class III waste landfilled.

Initial cover shall be spread and compacted in accordance with FDEP Chapter 62-701 FAC.

Intermediate Cover taken from sources previously identified as Initial Cover and in the priority designated by the County shall be spread and compacted in accordance with FDEP Chapter 62-701 FAC. Intermediate Cover shall be maintained at the required depth with any erosion damage or settlement damage repaired by the Contractor within five (5) working days of discovery or according to an alternative schedule mutually agreeable to the Contractor and the County.

**SERVICES AGREEMENT****EXHIBIT A****STATEMENT OF WORK**

Where intermediate cover has been placed, and landfilling is resumed in that area, the intermediate cover will be removed by the Contractor prior to resuming landfill operations. This material shall be stockpiled for use as initial or intermediate cover.

**2. LANDFILL DENSITY**

The Contractor shall utilize the equipment required by the Standby Equipment List to achieve a compacted-in-place density of 1,850 lbs. per cubic yard. The density shall be calculated as described in the following. At a frequency of once per year, the County or the County's Engineer will compute the compacted landfill density by calculating the volume of landfill consumed from surveys provided by the Contractor, and the waste quantities and aggregate landfilled determined from County weighing records. The actual in place density of the previous year's constructed areas of the landfill excluding stockpiled materials will be calculated as follows:

$$\text{Landfill Density (tons/cubic yard)} = \frac{\text{Class I waste (tons)} + \text{Class III waste (tons)} + \text{Aggregate/Cover (tons)}}{\text{Landfill Volume Consumed}}$$

The Contractor may be assessed liquidated damages of Five Dollars (\$5.00) per pound per cubic yard (lbs/cy) for each lb/cy shortfall below the required density for the number of tons landfilled during the six month survey period.

If a shortfall in the required minimum density occurs, the Contractor may submit to the County Contract Representative an explanation including suitable documentation as to why the shortfall density occurred. The County Contract Representative, in his sole discretion, may adjust or waive the shortfall density for the purpose of establishing liquidated damages.

**3. STORMWATER AND DE-WATERING MANAGEMENT TREATMENT SYSTEMS**

Disposal of stormwater within the site limits, as shown in Attachment A, is the responsibility of the County. It is the Contractor's responsibility to direct all stormwater resulting from the Contractor's operations to the County's Site stormwater collection system in accordance with the approved Management and Operations Plan.

Water in an excavation or stormwater run-off from the site limits, excluding the Closed Toytown Landfill, which has not come in contact with Solid Waste shall be directed or pumped to the stormwater retention ponds. The Contractor may use the nearest ditch, or canal within the site limits to dispose of stormwater/ground water.

**4. TRANSPORTATION OF RECOVERED MATERIALS**

The Contractor shall provide vehicles, containers and personnel to transport Recovered Materials in accordance with the Contract Documents. Non-containerized material will be loaded by a front-end loader provided by the WTE Facility Operator into a vehicle and/or roll-on/roll-off truck(s) provided by the Contractor.

Vehicles and containers provided by the Contractor to transport Recovered Material shall be operated so as to prevent materials from spilling on to the roadways.

The Contractor shall have the tare weight of each vehicle and container used to haul any material in accordance with this Agreement, recorded on file with the County and re-tared as required by the County. All equipment used by the Contractor shall be kept in operational condition, painted and shall display company identification, vehicle number or container number in accordance with Pinellas County Utilities Customer Service requirements at all times.

Materials shall be transported separately from the area of origin, weighed on the County scales and disposed onsite as directed by the County. Transportation of materials shall be coordinated to conform with the operational hours of the site.

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The Contractor shall transport Residue, and Reject Material from the WTE Facility as necessary to prevent stockpiles of materials from exceeding the storage capacity at the WTE Facility and/or Residue Storage and Processing Building. The Contractor shall start and stop transporting these materials, during normal operating hours, without prior written Notice, as directed by the County.

Each material listed shall be loaded, hauled & weighed separately and shall be documented by the Scalehouse.

**5. MAINTENANCE**

A. **Litter** - The Contractor shall be responsible, during operating hours of the Site, for the daily collection, and disposal of all litter within 100 feet of all roadways or to the mowing line within the Site Limits, and within the public right of way to a limit of two (2) miles beyond the site limits for 28th Street and 118th Avenue and 34th Street N. The Contractor shall keep blowing litter to a minimum by the employment of sound waste handling techniques, including erecting portable fencing around the landfill working areas and moving as necessary as wind direction changes. The paved roads and parking lots within BWA shall be kept free from debris and sharps by repetitive sweeping with the sweeper required by the Standby Equipment List at a frequency of at least twice per day or more often as directed by the County.

The Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from daily operations. The County expects the litter program to be proactive rather than reactive.

The Contractor shall be required to patrol at least one per day or more often as requested by the County, all paved surfaces within the site with a magnet to collect metals and reduce the opportunity for punctured vehicle tires. Site paved surfaces shall also include the entrance road and parking area of the County's administrative offices, main vehicle entrance road and scales, mini hand unload facility and other site paved surfaces as directed by the County.

B. **Off-Site Litter Control** - The Contractor shall be responsible for the regular collection and disposal of all litter through the use of a crew and a vehicle, for a fifty (50) hour workweek. The crew shall be dedicated to litter collection and control in the area shown in the map below and within the Site Limits.

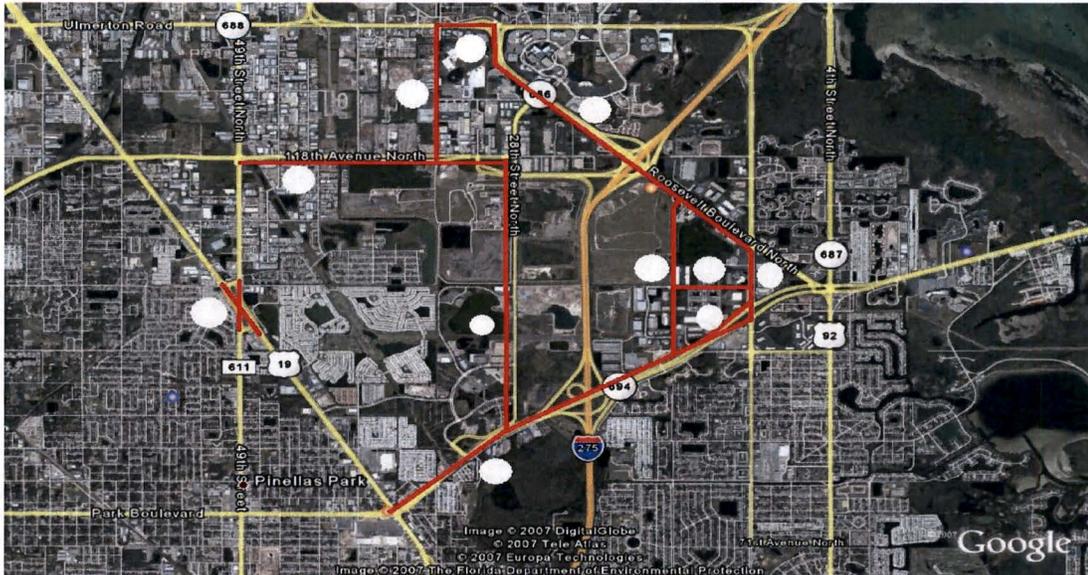
**Offsite Litter Control Map and Description Total Miles of Road Maintained – 15 miles**

1. 28<sup>th</sup> Street from North Gandy Blvd. to Roosevelt Blvd.
2. Gandy Blvd. from 9<sup>th</sup> Street North, west to 34<sup>th</sup> Street North (US 19).
3. The exit and entrance ramps at 34<sup>th</sup> Street North (US 19) and 49<sup>th</sup> Street North to Lakes Blvd.
4. 118<sup>th</sup> Ave. North from 49<sup>th</sup> Street to 28<sup>th</sup> Street North.
5. 34<sup>th</sup> Street from 118<sup>th</sup> Ave. North to Ulmerton Rd. (688)
6. Ulmerton Rd. (688) from 34<sup>th</sup> Street North to Roosevelt Blvd. (686).
7. Roosevelt Blvd. (686) from Ulmerton Rd. (688) to 9<sup>th</sup> Street North.
8. 9<sup>th</sup> Street North from Roosevelt Blvd. to Gandy Blvd.
9. 16<sup>th</sup> Street North from Roosevelt Blvd. (686) to Gandy Blvd.
10. 2<sup>nd</sup> Ave. North from 16<sup>th</sup> Street North to 9<sup>th</sup> Street North.
11. North Frontage Rd. from Gandy Blvd. to 9<sup>th</sup> Street North.

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C. Odor Control - The Contractor shall be responsible for the remediation of odor through the use of deodorizers sprayed onto areas downwind of the working face or through the use of deodorizers distributed through movable misters as necessary and as requested by the County.

D. Dust - The Contractor shall maintain a minimum 3,000 gallon water truck equipped with a pump and directional gun nozzle on the Site at all times. The Contractor will use surface waters within the site limits, reclaimed water, or other water sources as directed by the County for dust control in accordance with the approved Operations Plan. The Contractor will provide the necessary pumps and hoses to fill the water truck as required.

The Contractor shall be responsible for the control and elimination of visible dust caused by vehicular traffic, earthwork and landfill operations. Dust from vehicular traffic, earthwork or landfill operations shall not be allowed to become a nuisance to offsite residences or hazardous to onsite personnel. Dust may be controlled by the appropriate application of water, calcium chloride, quick growing vegetation or other effective methods.

The Contractor shall take necessary remedial measures to prevent mud transferred from the landfill Site onto the service and access roads by truck wheels and undercarriages from creating a nuisance or a hazardous situation. The Contractor shall maintain service and access roads in an aesthetically pleasing manner. Street sweeping equipment shall be used for purposes of dust and litter control as described herein.

E. Vectors - The Contractor shall provide vector control and prevention in the working areas in accordance with applicable regulations.

F. Scavenging or Salvaging - The Contractor is prohibited from Scavenging or Salvaging items from within BWA and Toytown. The Contractor shall ensure that customers at all disposal areas are not Scavenging or Salvaging items that have been received for disposal. This includes the use of waste items at the disposal area for Contractor convenience (such items typically scavenged for convenient use include chairs, stereos and desks, etc.) If items such as these are needed to conduct the work, it will be the Contractor's responsibility to purchase such items at no additional cost to the County.

G. Burning - Open or Air Curtain burning shall be prohibited, unless authorized by the County.

H. Noise - The operation of equipment, scheduling and Work procedures shall be done in a manner as comply with all applicable noise ordinances, rules and regulations.

I. Erosion Control - The Contractor shall take necessary corrective actions to fix washouts that may occur within BWA and ToyTown through normal rain events or as necessary and as directed by the County.

**SERVICES AGREEMENT****EXHIBIT A****STATEMENT OF WORK****6. EMERGENCIES, FIRE CONTROL AND SAFETY**

The Contractor shall provide at Pre-commencement an Emergency, Fire Control and Safety Plan as part of the approved Operations Plan.

In emergencies affecting the safety of persons, the Work or property at the Site or adjacent thereto, the Contractor, without special instruction or authorization from the County, is obligated to act at its discretion to prevent threatened damage, injury or loss. The Contractor shall immediately notify the County when an emergency occurs.

When emergency services are required at the Site, the appropriate response agency shall be contacted immediately by telephone or other two-way communications equipment provided by the Contractor. After the request for emergency assistance has been placed, the Contractor shall immediately place a telephone call (or otherwise immediately notify with two-way communications equipment) to inform the County of the emergency situation. The Contractor shall arrange to meet the responding emergency personnel and accompany or direct them to the emergency location.

The Contractor shall train its personnel in fire control procedures and take immediate steps to thoroughly extinguish any fires which break out at the Site including maintenance and use of working stockpiles. The Contractor shall maintain working stockpiles near the landfill face for fire-fighting purposes.

When a fire is detected on the Site, the procedure as outlined above shall be followed in addition to procedures elsewhere described in the Contract Documents.

Basic emergency first aid supplies and apparatus shall be readily available on the Site and at least one employee certified by the American Red Cross or similar approved organization in Fundamental First Aid Training and Cardiopulmonary Resuscitation (CPR) shall be at the Site during all operating hours. The Contractor shall advise the County in writing of the trained employee at the Pre-commencement meeting.

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work in accordance with local, state and Federal regulations.

The Contractor shall designate a responsible member of its organization at the Site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.

The Contractor shall, at all times, Operate in compliance with all federal, state and local safety laws and regulations.

**7. MAINTENANCE OF TRAFFIC**

The Contractor shall be responsible for smooth and efficient traffic flow at all times within the Site and ensure that at least one qualified Maintenance of Traffic (MOT) Certified employee is on site during all operating hours to manage on site traffic as necessary.

The County shall erect and maintain all permanent signs and barricades within the site limits on all roads. The Contractor shall be responsible for the maintenance of all unpaved all-weather and service roads used for disposal purposes. The Contractor shall erect and maintain all temporary signs and barricades within the site limits on all roads as needed or as directed by the County. These directional signs must be placed in a highly visible location and moved as necessary.

The Contractor shall construct and maintain permanent and temporary all-weather service roads not to exceed a maximum grade of 5%, or as otherwise approved by the County, on the site limits as necessary for the safe and expeditious movement of traffic.

**SERVICES AGREEMENT****EXHIBIT A****STATEMENT OF WORK**

Temporary service roads shall be stabilized to insure access to the active disposal areas during all weather conditions. Temporary service roads shall terminate no further than one-hundred and fifty (150) feet from an active disposal area.

All temporary service roads shall be maintained free of ruts, holes or other irregularities by frequent maintenance by the Contractor at no additional cost to the County.

The operation of tracked vehicles on paved roads is prohibited unless authorized by the County. Any damages caused by the Contractor's tracked vehicles on paved roads shall be repaired at the Contractor's expense to the satisfaction of the County.

The Contractor, at the conclusion of each operating day shall ensure that no customers remain on the Site after operating hours.

**8. WASTE STREAM SCREENING**

The Contractor shall be responsible for implementing a load checking program to detect and discourage attempts to dispose of Unauthorized or Prohibited Wastes within the site limits. The load-checking program shall comply with the following minimum requirements:

The Contractor shall examine at least three (3) random loads of commercial solid waste delivered to each of the Class I and/or Class III Landfills each Week. The waste delivery vehicles will be selected by the County and shall be directed to discharge their loads at a designated location provided by the County within the site limits. The Contractor shall instruct the customer to wait until the inspection is complete and a detailed inspection of the discharged material shall be made by the Contractor for any unauthorized or Prohibited Wastes.

If Prohibited or Unauthorized Wastes are found, the Contractor shall, reject the subject material and ensure it is either removed from site by the customer or segregated and transported by the Contractor to the appropriate disposal area within BWA at no additional cost to the County.

If any regulated Hazardous Wastes are identified by random load checking, the Contractor shall promptly notify the County who will notify the FDEP. The area shall immediately be cordoned off from public access. The person responsible for delivering the wastes to the site and the generator of the wastes, if known, will be directed to remove the waste from the site. Otherwise, the Contractor shall coordinate with the County for the cleanup, transportation and disposal of the waste at a permitted hazardous waste management facility with the clean-up, transportation and disposal charge to be paid by the County.

Information and observations resulting from each random inspection shall be recorded in writing by the Contractor's inspector on County approved forms. The written record shall be signed by the Contractor's inspector and provided to the County.

The Contractor's inspectors, equipment operators and spotters shall be trained, with FDEP certifications or equivalent, to identify unauthorized wastes or potential sources of regulated hazardous wastes. The training program shall emphasize familiarity with containers and labels typically used for hazardous wastes and hazardous materials.

**9. TOXIC, HAZARDOUS, UNAPPROVED AND PROHIBITED WASTES**

The Contractor shall develop and implement written procedures for the handling of suspected toxic, hazardous, unapproved or prohibited materials which may have been accepted inadvertently in accordance with applicable provisions of the County's Permit.

**SERVICES AGREEMENT****EXHIBIT A****STATEMENT OF WORK**

The disposal, deposit or dumping of any waste prohibited or unauthorized by the County shall be rejected if discovered at the landfill. In the event that prohibited materials are detected during disposal or after disposal, the County Contract Representative shall be notified immediately and given information such as the suspected disposal vehicle license number, physical description, waste description and other information which is available. The Contractor shall make every reasonable attempt to identify the party known to have disposed, deposited or dumped the material and to cause the party to remove such material in accordance with hazardous material handling procedures and report said party to the County Contract Representative.

The Contractor shall provide to the County at the Pre-commencement meeting, for approval by County Contract Representative, a Hazardous Waste Contingency Plan (HWCP). The HWCP shall address procedures to be followed in the event solid, liquid or gaseous hazardous waste materials or suspected hazardous waste materials are detected during normal operations.

A copy of the approved HWCP shall be on file with the County. The Contractor's employees shall be trained and equipped to implement and perform the procedures in the HWCP.

If toxic, hazardous, unauthorized or prohibited waste is discovered in the landfill by the County or any Regulatory Agency, the Contractor shall provide for the clean-up, transportation and disposal of the waste at a permitted hazardous waste management facility with the clean-up, transportation and disposal charge to be paid by the Contractor.

**10. WET WEATHER DISPOSAL OPERATIONS**

The Contractor shall stockpile roadway-stabilizing material and make special provisions, as necessary, for uninterrupted and convenient access to the waste disposal sites during wet weather.

**11. WHITE GOODS AND TIRE MANAGEMENT**

The Contractor shall manage White Goods and Tires as described below, using Contractor furnished roll-off containers, trucks and labor, as applicable. The Contractor will have the chlorinated fluorocarbons (CFC) removed from the accumulated white goods on a regular basis.

**A. White Goods**

The Contractor shall segregate any White Goods received at the Class I Landfill, Class III Landfill or Mini-Hand Unload Station from the waste stream and store the items upright in an area out of the way of operations in preparation for CFC removal. After removing the CFC, the Contractor will mark each item upon completion of CFC removal. These marked items are to be loaded into a roll-off container, furnished by the County's metal removal contractor. Once the roll-off container is full, the Contractor shall coordinate with the County's metal contractor for removal of the container. The Contractor will need to supply the County with certification on the CFC removal and disposal upon request.

**B. Tires**

The Contractor shall segregate all tires received at the Class I Landfill or Class III Landfill from the waste stream. The tires are to be loaded into a roll off container, furnished by the Contractor who shall also furnish the roll off vehicle. Once the roll off container is full, the Contractor shall coordinate delivery of the tires to the Bulky Waste Processing area or to a disposal location as directed by the County, including weighing at the County Scalehouse.

**SERVICES AGREEMENT****EXHIBIT A****STATEMENT OF WORK****12. MAINTENANCE OF VEGETATION**

The Contractor shall mow, trim and edge vegetative matter within the Site Limits as shown in Attachment A. Open fields shall be mowed to a height of no greater than twelve (12) inches and shall be at frequency that ensures the height does not exceed sixteen (16) inches at any given time. Grass areas adjacent to buildings shall be mowed to a height of no greater than four (4) inches. Areas mowed to this standard will be at the direction of the County and shall be at a frequency that ensures the height does not exceed eight (8) inches at any given time. The Toytown Landfill shall be mowed to a height of six no greater than (6) inches and shall be at frequency that ensures the height does not exceed ten (10) inches at any given time. This item shall include furnishing all equipment including maintenance and operation and all labor necessary to perform the following operations; open field cutting of grasses, slope mowing all ditch lines, weeds and other similar vegetative matter, trimming to water's edge in all areas, trimming around fences, along roadways, and around all structures, and edging along all paved surfaces and curbs. This includes weed eating around all monitor wells around the site perimeter. Vegetation shall be trimmed to eliminate overhang from roadways and shall be edged at all paved areas within BWA. Ditches, canals, culverts and fences must, at all times, be kept free of vegetative growth. The Contractor is prohibited from using mowers which lack the ability to follow natural contours independent of tractor angle. No chemical control of vegetation is allowed by the Contractor. Any damage to the Site that occurs as the result of the maintenance of vegetation shall be reported to the County immediately. The Contractor shall have five (5) Days in which to repair any damage at the Contractor's expense.

**13. INSPECTION AND CORRECTIVE ACTION**

The Contractor shall allow free access to the Site at all times to the County, its authorized representatives and to the proper representative(s) of any other authorized agency for the purpose of making such inspections as may be necessary to determine compliance with the requirements of any applicable statute, ordinance, regulation and this Agreement. In the event a violation notice is issued, depending on the source of the notice, the Contractor shall immediately prepare its response or draft a County response to the notice and begin corrective action against any non-complying condition. Failure by the Contractor to correct a condition which is required by law or these Contract documents shall result in the county taking whatever measures are necessary to correct the condition and deducting the cost of taking such corrective action from the Contractor's monthly payment. The continued or repeated failure of the Contractor to correct any such non-complying condition shall constitute a material breach of the Contractor's obligation hereunder.

**14. CONTRACTOR FACILITIES & PERSONNEL**

A. Contractor's Office/Shop Area - The County will provide to the Contractor a county-owned Landfill Contractor facility including an office and shop area. The Contractor shall be responsible for all costs associated with the facility operation and maintenance including utilities (electricity, water, sewer and telephone) as necessary. The Contractor shall maintain the County-owned facility in operating condition and in a clean, neat, and orderly manner as determined by the County. The Contractor shall be responsible for providing all furnishings. The County may routinely inspect the office and maintenance shop to ensure proper housekeeping and maintenance is performed.

No vehicles or equipment other than those owned or leased by the Contractor for the purpose of fulfilling this Agreement may be repaired or stored on the site.

All temporary and permanent facilities not addressed in the Contract Documents shall require the County's written approval prior to construction.

B. Personnel - The manager of the Contractor's operation shall be an individual who has had experience in sanitary landfill operation, civil design, construction, engineering principle and waste disposal, and has a current Florida Landfill Operators Certification.

**SERVICES AGREEMENT****EXHIBIT A****STATEMENT OF WORK**

The Contractor shall assign at least one qualified, state certified landfill operator to be in charge of its operations at the Site at all times during the Term of the Agreement and shall inform the County of each person's identity with a description of their qualifications. The designated Supervisor shall be on the Site and available during all hours of operation and shall have continuous two-way radio communication with the County during all hours of operation.

The Contractor's employees and personnel performing services relative to this Agreement shall be experienced, fully qualified, trained and, to the extent required by this Agreement or by Governmental Authorities, validly licensed to perform such Work.

The Contractor shall provide uniform operating and safety training for all of its personnel. The Site shall be staffed at all operational times with at least one (1) employee who is certified by the American Red Cross or equivalent organization in fundamental First-Aid training and CPR.

The Contractor shall provide a list of employees, their position, training, certification and phone numbers for emergency purposes. The Contractor will provide a list of new hires, their training, telephone numbers, schedules and certification.

- C. Communications - The Contractor shall have approval to operate high band VHF two-way radio at BWA using the County's licensed frequencies. The County's VHF license shall be monitored by the Contractor during operating hours. The Contractor shall be provided radio equipment as determined necessary by The County. The Contractor shall be responsible for the upkeep day to day care of these radios, including any required battery replacements. The Contractor shall be responsible for the replacement or repair cost of radios that have been lost or damaged by the Contractor. Radios provided by The County shall remain the property of The County and shall be returned to The County at the end of the contract period.

**15. SITE RESPONSIBILITIES**

The Contractor shall not interfere with the twenty-four (24) hour operation of the WTE Facility, emergency equipment, or access by the County.

The Contractor shall be responsible for maintaining all Contractor-owned equipment and facilities in good repair and in an aesthetically pleasing manner.

The Contractor shall be responsible for immediately notifying the County of any violations of local, state, or federal laws or regulations concerning the operation of the Site. The Contractor shall be responsible for taking immediate corrective action when such corrective action conforms to this Agreement.

The Contractor shall be responsible for repair and restoration of depressions from settlement of completed landfill areas. All such work shall be performed without additional cost to the County as part of landfill operations.

The Contractor is advised that the placement of any non-earthen materials in the earthen Stockpile is prohibited. It is the County's intent to use the earthen Stockpile for other County purposes. Any deleterious materials placed in the earthen Stockpile shall be removed immediately at the Contractor's expense.

The County reserves the right to control access to the site limits and may delegate some or all of this responsibility in writing to the Contractor.

**SERVICES AGREEMENT****EXHIBIT A****STATEMENT OF WORK****16. CUSTOMER SERVICE**

The Contractor shall immediately notify the County of any user complaints concerning the operation of the landfill such as litter, noise, dust, odor, property damage, accidents or injuries or other claims which may involve any party, against the Contractor or the County. Any notification shall be followed by a written report. It is the Contractor's responsibility to resolve user disagreements or arguments in a professional manner.

**17. PERFORMANCE**

- A. Right to Require Performance - The failure of the County at any time to require performance by the Contractor of any provisions herein shall in no way affect the right of the County thereafter to enforce same.
- B. Default of Contract - Should the Contractor abandon or unnecessarily delay in the performance of, or in any manner refuse or fail to comply with any of the terms of this Contract, the County Contract Representative shall notify the Contractor in writing of such abandonment, delay, refusal, failure, or neglect and direct the Contractor to comply or initiate compliance with all provisions of the Contract. Failure to comply or initiate compliance within two (2) working days of the date of such Notice shall be grounds for default of the Contract, which shall include but not be limited to cessation of any and all payments to the Contractor. Copies of such written Notice shall be mailed to the Surety on the Payment and Performance Bond and delivered to the Board of County Commissioners.
- C. Employee Competence - All workers employed by the Contractor shall be competent and skilled to the standards required by the Contractors Operation and Management plan, as updated annually, in the performance of the work to which they may be assigned. Failure or delay in the performance of this Contract due to the Contractor's inability to obtain workers of the number and skill required may constitute a default of the Contract or be subject to Liquidated Damages as outlined in Specification 22.
- D. Decisions or Questions - The Contractor understands and agrees that all questions arising as to the proper performance and the amount of Work to be paid for under this Contract shall be decided by the County Contract Representative. Any appeal from the County Contract Representative's decision shall be made through established County appeal procedures. The Contractor shall maintain proper communications with the WTE Facility Operator and coordinate efforts to ensure overall solid waste disposal system operations. Any disputes between the Contractor and the WTE Facility Operator shall be resolved by the County Contract Representative, whose decision shall be final.
- E. Uncontrollable Circumstances - Each party hereto shall be excused for failure or delay in the performance of any act required herein by reason of any Uncontrollable Circumstance, except for any payments required by this Contract. This provision shall not, however, relieve such party from using its best efforts to overcome or remove such Uncontrollable Circumstance. A party claiming such failure or delay shall give prompt written Notice thereof to the other party. The party justifying a failure to perform hereunder on the basis of the occurrence of an Uncontrollable Circumstance shall attempt to remedy with all reasonable dispatch the cause or causes constituting the Uncontrollable Circumstance; however, the settlement of strikes, lockouts, and other industrial disturbances or of any legal actions or administrative proceedings shall be entirely in the discretion of the party suffering the same, and it shall not be required to make settlement of strikes, lockouts, other industrial disturbances, legal actions or administrative proceedings when such settlement is unfavorable, in the judgment of the party suffering the strike, a labor dispute, other industrial disturbance, legal actions or administrative proceedings.
- F. Activities within Battery Limits Concerning Recovered Materials - The Contractor shall coordinate Recovered Material transportation activities with the Operator and limit its movements inside the Battery Limits to the materials handling and materials recovery area. Any disputes in scheduling of material pick-ups will be submitted to the County Contract Representative for resolution.

**SERVICES AGREEMENT****EXHIBIT A****STATEMENT OF WORK****18. RECORDS, BILLING, METHODS OF MEASUREMENT**

- A. Books and Records - The County shall maintain daily records of the total material tonnage handled. Copies of all such records and all weight tickets will be provided to the Contractor, and the monthly totals shall be provided within ten (10) Days after the end of each accounting month. Copies will be maintained by the County for a period of at least two (2) years. Only one weight ticket will be issued for each scale transaction.
- B. Customer Billing - The fee schedule for landfill users shall be established by the County. The County shall be responsible for the collection of all landfill user fees.
- C. Methods of Measurement and Payment to the Contractor - The number of tons of solid waste upon which payment shall be made shall be determined by weighing and recording each disposal vehicle on scales to be provided and operated by the County. The County shall operate and maintain such scales, calibrated to the accuracy required by Florida Law, to weigh all vehicles delivering materials to the Site and transporting materials within the Site Limits. Either party may require from time to time re-validation of the tare weight of any vehicle or re-weighing of unloaded trucks. For any period during which scale tests indicate that the scale accuracy meets the requirements of Florida Law, the scale records shall be used as the basis for calculating the monthly quantity of materials handled by the Contractor.

If all weighing facilities are unavailable, the County shall estimate the quantity of materials disposed or transported on the basis of truck volumes and estimated data obtained through historical information pertinent to the System. These estimates shall be the basis for records during the outage and shall take the place of actual weighing records during the scale outage. If, upon conclusion of testing, the test indicates that the scale did not meet the accuracy requirements, any adjustments of scale records actually recorded since the previous test will be negotiated by the County and the Contractor.

The Contractor shall prepare a pay estimate based upon the amount of Work performed during the month prior to such pay estimate preparation. The County or its agent must confirm all quantities claimed by the Contractor for payment. The Contractor shall obtain and surrender all load tickets from the Operator in order to receive credit for transporting materials.

**19. SURVEY**

The Contractor is advised that approximately 20 benchmarks have been established throughout the Site Limits with established coordinates on the State Plane Grid Coordinate System. These benchmarks are available to the Contractor upon request. All surveys shall meet the requirements of the State of Florida Minimum Technical Standards set forth in Chapter 5J-17.051, FAC. Surveys shall be produced in a form and in copies approved by the County. Each survey shall reference the State Plan Coordinate System Florida West Zone, NAD 1927. All surveys and volume calculations, including those utilizing aerial topography, shall be signed by the surveyor attesting to their land survey and/or volume calculation accuracy.

The Contractor shall provide aerial surveys as defined in the landfill operations scope of work every six (6) months. Aerial surveys shall be produced in a form and such copies as approved by the County. The Contractor is advised that an initial aerial survey on or about January 1, 2019 will be required and that a final aerial survey on or about the last Day of the Agreement, in the year of contract termination will be required and that the Contractor shall provide the required targeting.

The Contractor shall provide land surveying services required by the Contract Documents for determining whether liquidated damages, if any are applicable. Each survey shall include a calculation of the landfill volume consumed since the last land survey.

**SERVICES AGREEMENT**

**EXHIBIT A**

**STATEMENT OF WORK**

**20. ANNUAL PAYMENT ADJUSTMENT TO THE CONTRACTOR**

Annual Payment Adjustment: The Fees charged by the Contractor contained in Attachment B – Fee Schedule and Unit Value Schedule contained in the Contractor’s proposal (hereinafter referred to collectively as Initial Fees), may be adjusted at twelve (12) month intervals, based upon the Consumer Price Index, All Urban Wage Earners and Clerical Workers, Not Seasonally Adjusted, U.S. city average, All items as published by the U.S. Department of Labor, Bureau of Labor Statistics (CWUR0000SA0). The Initial Fees may be adjusted in a percentage of amount equal to one-hundred percent (100%) of the net percentage change of the Consumer Price Index applied to ninety-five percent (95%) of the Initial Fees according to the following formula:

Initial Fees x 95% x  $\frac{\text{Preceding Year CPI} - \text{Initial CPI}}{\text{Initial Year CPI}}$  = Annual Adjustment + Initial Fee = Annual Adjusted Fees

Where Preceding Year CPI shall equal the CPI Index on March 31<sup>st</sup> for the immediately preceding adjustment date; and, Initial Year CPI shall equal the CPI Index on March 31, 2018.

*Sample CPI Calculation: This example will use \$10.00 as the initial Fee, an Initial Year CPI of 231.061 and a Preceding Year CPI of 236.854.*

1.  $\$10.00 \times .95 = \$9.50$  (rounded)
2.  $236.854 - 231.061 = 5.79$  (rounded)
3.  $5.79 \div 231.061 = .0251$  or 2.51% (rounded)
4.  $\$9.50 \times .0251 = .24$  (rounded)
5.  $\$10.00 + .24 = \$10.24$  (Adjusted Initial Fee)

Fuel Index Adjustment: On a monthly basis, the Monthly Invoice minus the Standby Charge submitted by the Contractor for actual charges may be adjusted as reflected by fluctuations in the U.S. Department of Energy, Energy Information Administration PADD1C Price for Low-Sulfur Diesel Sales to Commercial/Institutional Users. The monthly invoice minus the Standby Charge shall be adjusted in a percentage of amount equal to one-hundred percent (100%) of the net percentage change of the last published monthly PADD1C Price for the preceding month (the “Preceding Month PADD1C Price”) applied to five percent (5%) of the monthly invoice according to the following formula:

$(\text{Monthly Invoice} - \text{Standby Charge}) \times 5\% \times \frac{\text{Preceding Month PADD1C Price} - \text{Initial Year PADD1C}}{\text{Initial Year PADD 1C}}$  = Monthly Adjustment + Monthly Invoice = Adjusted Monthly Invoice

Where Preceding Year PADD1C shall equal the PADD1C Index on March 31<sup>st</sup> for the immediately preceding adjustment date; and, Initial Year PADD1C shall equal the PADD1C Index on March 31, 2018.

*Sample PADD1C Calculation: This example will use \$500,000.00 as the Monthly Invoice, \$100,000.00 as the Standby Charge, an Initial Year PADD1C of 2.085 and a Preceding Month PADD1C of 2.514.*

1.  $\$500,000 - \$100,000 = \$400,000$
2.  $\$400,000 \times .05$  or 5% = \$25,000.00 (rounded)
3.  $2.514 - 2.085 = .429$
4.  $.429 \div 2.085 = .2058$  or 20.58% (rounded)
5.  $\$25,000 \times .2058 = \$5,145.00$  (rounded)
6.  $\$500,000 + \$5,145.00 = \$505,145.00$  (Adjusted Monthly Invoice)

The resulting calculations shall contain no more than two decimal places and the second decimal place shall be rounded up from 5 and above on the third decimal place.

**SERVICES AGREEMENT****EXHIBIT A****STATEMENT OF WORK****21. STANDBY CHARGE**

The Standby Charge is payment to the Contractor to provide and maintain onsite equipment on the Standby Equipment List provided herein, to retain key operations personnel, facilities and other equipment which the Contractor deems necessary to perform the Work, and provide for other fixed costs. The purpose of the Standby Charge is to ensure the equipment and personnel are available at all times so that, should an extraordinary event occur or an unforeseen need arise, damages shall not be incurred by the County because of the absence of the Standby Equipment and personnel during such extraordinary event. Nothing in the Contract Documents shall prevent the Contractor from using the Standby Equipment for operation and maintenance of the site during the Contract Period.

The Standby Charge shall be determined by the Contractor in accordance with the Standby Equipment List, and the requirements herein. The Standby Charge shall be paid to the Contractor in equal monthly payments during the Contract Period. The Standby Charge shall be adjusted as described in Specifications, Annual Payment Adjustment to the Contractor. The Contractor understands and agrees that equipment proposed as "or equal" substitutes for the Standby Equipment List shall be of the same or greater horsepower, gross vehicle weight, reach capacity, safety standards, and any and all other specifications which are not subjective in nature. Should the Contractor utilize wide load type dump trucks, the Contractor shall provide and maintain all Permits required for those vehicles to cross 28th Street at no additional cost to the County.

The Contractor agrees to have a readily available supply of parts adequate to keep the required equipment on the Standby Equipment List maintained and operational. This can be through a service contract or an inventory of parts, procured at the Contractor's expense or a combination of both.

Prior to commencing the Contract Period, the Contractor shall develop and implement a routine preventive maintenance program to complement the reliability of all system components.

All equipment included in the Standby Equipment List is allowed downtime for maintenance. At other times, when the equipment on the Standby Equipment List is fully operational and can safely perform all operations for the purposes intended, the equipment shall be considered Available. Each piece of equipment shall be assessed as to its availability as follows:

Procedure - Commencing at 9:00 a.m., or as near that time as possible as determined by the County on the first Monday and every Monday thereafter during the Contract Period, the Contractor shall accompany the County to inspect every piece of equipment on the Standby Equipment List. No more than 10 minutes, as determined by the County, shall be allowed for inspection of any one piece of equipment. During that time, the County may require a demonstration of any or all features required for performance of the purpose(s) intended.

The County will have sole discretion in determining if a piece of equipment is available for its intended purpose. Operation of equipment with extremely minor deficiencies may be allowed for a negotiated period of time while the Contractor is in the process of having the equipment repaired. The Contractor shall be allowed until 3:00 p.m. of the following Wednesday, two days later or at a time mutually agreed by both the County and the Contractor, to repair and request re-inspection of any piece of equipment previously judged as not available. Such re-inspections shall be limited to 10 minutes. Results of the inspections and re-inspections shall be noted on an equipment inspection log provided by the County.

**SERVICES AGREEMENT****EXHIBIT A****STATEMENT OF WORK****Standby Equipment Damages**

When Standby Equipment will be Not Available because of repair or maintenance, Contractor may substitute equipment meeting the requirements of the Standby Equipment List so as to avoid having equipment being declared Not Available. If equipment is substituted, the substitute shall remain in service as part of the Standby Equipment List until the equipment it replaced is judged Available as part of the next Weekly inspection or re-inspection. Thereafter, the substitute is no longer under the jurisdiction of this Contract. Such substitution, for any period of time, shall be documented to the County in writing.

The County has determined that it could incur additional expenses and damages as a result of the Contractor's failure to have Standby Equipment Available. Should additional expenses and/or damages, to the County, occur as a result of the Contractor's failure to have Standby Equipment Available, the County will document and quantify the expenses and damages and provide this documentation to the Contractor and will be applied to the Contractor's next monthly invoice as a credit to the County.

<b>Equipment Description</b>	<b>Minimum Quantity</b>
Landfill Compactor	3
Track-Type Tractor (Dozer)	3
Articulated Dump Truck	4
Sweeper	1
Excavator	1
Excavator, Long Reach	1
Light Plant	2
Motor Grader	1
Wheel Loader	1
Vibratory Roller	1
Water Truck	1

**SERVICES AGREEMENT****EXHIBIT A****STATEMENT OF WORK****Minimum Requirements - Standby Equipment**

The County prohibits any piece of Standby Equipment that was manufactured prior to 2016.

The Landfill Compactors shall be equipped so as to meet or exceed the operating and safety capabilities of the Caterpillar 826G.

The Track-Type Tractors shall be equipped so as to meet or exceed the operating and safety capabilities of the Caterpillar D8.

The Articulating Dump Trucks shall be minimum 19.6 cubic yard dump body (heaped) capable of transporting gross vehicle weights to the limits set by State and Local Governments. The Contractor is advised that all weight transactions for the articulated dump trucks shall use electronic scale 4 which has a maximum width of 11'-0", and that the Contractor shall provide and maintain all required road use Permits and provide permanent, County approved, crossings on 28th St. Articulating Dump Trucks shall be equipped so as to meet the operating and safety capabilities of the CAT 725. At the Contractor's option no more than 2 Dump Trucks with a minimum capacity of a 16 cubic yard dump body may be substituted.

The Sweeper shall be a self-propelled mechanical sweeper with dual gutter brooms as manufactured by Elgin Company (Elgin Eagle, or Pelican Series P) or equal.

Each Light Plant shall include: A portable two tire engine driven generator consisting of electric start diesel engine with generator and battery for 1800 RPM service powering a 5500 watt generator, (Winco as an example), and a lighting stand mounted on a two tire trailer and consisting of a 25 foot crank up tower with four (4) 1000 watt bulbs, (Amida as an example).

Both Hydraulic Excavators shall be equipped so as to meet or exceed the operating and safety capabilities of the Caterpillar 330F. The long reach excavator shall have a minimum reach of 45 feet at ground level.

The Motor Grader shall be equipped so as to meet or exceed the operating and safety capabilities of the Caterpillar 12H.

The Wheel Loader shall be equipped so as to meet or exceed the operating and safety capabilities of the Caterpillar 972. The Wheel Loader shall be equipped with a minimum 6 CY bucket.

The Vibratory Smooth Drum Roller shall be equipped so as to meet or exceed the operating and safety capabilities of the Caterpillar CS68B.

The Water Truck shall have a minimum capacity of 3,000 gallons, shall have a directional spray nozzle and shall have a spray mechanism on the rear of the truck to allow for efficient discharge of water for the purpose of dust control.

The Contractor may request to the County the substitution or revision of any equipment contained in the Standby Equipment List. The request should document the reasons for the change as well as the equivalency of the proposed equipment that is being substituted for accomplishing the Work under this Agreement. The County Contract Representative, in their sole discretion, may allow or disallow such substitution of equipment.

**22. Damages**

Except where otherwise specifically provided, the measure of damages to be paid by the Contractor to the County due to any failure by the Contractor to meet any of its obligations under this Agreement shall be the actual damages incurred by the County, including any and all consequential damages. Said damages shall include, but shall not be limited to, the following damages:

**SERVICES AGREEMENT****EXHIBIT A****STATEMENT OF WORK**The County's Damages in the Event of Termination of Contractor

If the County terminates this Agreement because of an Event of Default by the Contractor, the Contractor shall be liable to the County for all actual damages incurred by the County as a result of Contractor's Default. The foregoing shall apply without regard to the County's rights pursuant to the Performance and Payment Bonds or Letter of Credit.

The County's Damages Due to the Contractor's Failure to Repair and Maintain the Site

If at any time during the Term the Contractor fails or refuses to maintain the site, the County shall have the right to take all necessary actions to place the site in good repair (including but not limited to contracting with third parties) and the Contractor shall pay the County all costs and expenses incurred by the County in placing the site in good repair. The foregoing shall apply regardless of whether the County terminates the Contractor and shall be in addition to any other damages for which the Contractor may be liable pursuant to other Sections of this Contract Document.

The County's Damages Due to Failure of Contractor to Comply With Environmental Regulations

If the Contractor fails to comply with any applicable environmental regulations, the Contractor shall pay to the County the following:

- A. All lawful fines, penalties and forfeitures charged the County by any governmental agency charged with enforcement of environmental laws and regulations or judicial orders that were a result of the Contractor's performance under this Agreement; and
- B. The actual costs incurred by the County as a result of the failure to comply with the environmental regulations including any costs incurred in remedying the conditions which led to the failure to comply with the environmental regulations.

**Liquidated Damages**

Liquidated damages shall be assessed against the Contractor for the following failures to comply with the Contract Documents:

- A. If the Contractor fails to apply daily cover to all Class I and weekly cover to all Class III Solid Waste disposed during any day or week, correspondingly, as required by the Contract Documents, the County shall give Notice to the Contractor of the foregoing failure. If the Contractor fails to remedy the foregoing failure within one (1) Day of Notice from the County, liquidated damages in the amount of Five Hundred Dollars (\$500) per Day shall be assessed against the Contractor until such time as the County determines that the Contractor has remedied the foregoing failure;
- B. If the Contractor fails to adequately control litter on the site on a daily basis as required by the Contract Documents, the County shall give Notice to the Contractor of the foregoing failure. If the Contractor fails to remedy the foregoing failure within two (2) Days of Notice from the County, liquidated damages in the amount of Five Hundred Dollars (\$500) per Day shall be assessed against the Contractor until such time as the County determines that the Contractor has remedied the foregoing failure;
- C. If, due to acts or omissions of the Contractor, the quality of surface water from the site falls below the standard established by applicable environmental regulations, the County shall give Notice to the Contractor of the foregoing failure. If the Contractor fails to remedy the conditions which produced the substandard surface water quality within seven (7) Days of Notice from the County, liquidated damages in the amount of One Thousand Dollars (\$1,000) per Day shall be assessed against the Contractor until such time as the County determines that the Contractor has remedied the conditions which produced the substandard surface water quality;

**SERVICES AGREEMENT****EXHIBIT A****STATEMENT OF WORK**

D. If the Contractor fails to maintain site roads as required by the Contract Document, the County shall give Notice to the Contractor of the foregoing failure. If Contractor fails to remedy the foregoing failure within two (2) Days of Notice from the County, liquidated damages in the amount of Two Hundred Dollars (\$200) per Day shall be assessed against Contractor until such time as the County determines that Contractor has remedied the foregoing failure;

E. If the Contractor fails to keep and utilize on the site the levels of manpower required by the Contract Documents, the County shall give Notice of the foregoing failure to Contractor. If Contractor fails to remedy the foregoing failure within one (1) Day of Notice from the County, liquidated damages in the amount of Five Hundred Dollars (\$500) per Day shall be assessed against Contractor until such time as the County determines that the Contractor has remedied the foregoing failure;

F. If during the course of FDEP inspection the County is marked non-compliant for an area the Contractor is responsible for, the County Contract Representative shall provide Notice to the Contractor of the non-compliant issue and provide a reasonable timeframe, as judged by the County, to correct the issue. If the Contractor fails to correct the non-compliant issue within the specified timeframe, the County may assess Five Hundred Dollars (\$500) per day until the Contractor has corrected the non-compliance issue;

G. If the County observes a condition that it believes would be marked as non-compliant by the FDEP, the County will provide Notice to the Contractor which will include sufficient detail to the Contractor to understand the correction required and the timeframe to correct. Failure to repair the area of non-compliance will subject the Contractor to liquidated damages of Five Hundred Dollars (\$500) per Day;

H. If the Contractor fails to maintain Site vegetation as described in the Specific Conditions the County shall give Notice of the foregoing failure. The Contractor shall have 2 Days to maintain those areas noted by the County. Failure to comply shall result in liquidated damages of Five Hundred Dollars (\$500) per Day for each area noted.

I. If the Contractor fails to scrape daily or intermediate cover and stockpile such material for the purpose of reuse prior to disposing of waste at any active disposal area, the Contractor may be subject to liquidated damages in of Two Hundred and Fifty Dollars (\$250) per incident. The County at its sole discretion may waive this assessment for failure to scrape daily cover if the Contractor can show that the daily cover could not be scraped without capturing excessive amounts of waste making it unusable as cover.

J. Any Liquidated Damages assessed to the Contractor will be applied as a deduction on the next monthly invoice.

**25. DELAYS AND ACCELERATION**

No charge shall be made by the Contractor for hindrances or delays from any cause whatsoever during the progress of any portion of the Work contemplated by the Contract Documents but the County may consider Contractor delays in completion of the Work provided (1) the delay of the Work arises from Uncontrollable Circumstances beyond the control and without the fault or negligence of the Contractor, including but not restricted to, Acts of God, acts of the public enemy, acts of the Owner or other governmental entity acting in its official or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, trade embargoes, unusually severe weather, or delays of Subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both Contractor and such Subcontractors or suppliers; and (2) the Contractor within forty-eight (48) hours from the beginning of any such delay, notifies the County Contract Representative in writing of the cause of the delay. The County Contract Representative shall ascertain the facts and the extent of the delay and extend the time for completing the Work when, in its sole judgment, the findings of fact justify such an extension, and his/her findings of fact shall be final and conclusive on the parties. No claim shall be made for acceleration caused by delays, notwithstanding the fact that the job may be completed within the Contract Period.

**SERVICES AGREEMENT****EXHIBIT A****STATEMENT OF WORK****26. MAINTENANCE OF SURFACE WATER SYSTEM**

Shall mean the maintenance of all ponds, canals, ditches and culverts within the site limits as listed in Attachment C and shown in Attachment A. Maintenance activities shall be sufficient to maintain flow in all ditches, canals and culverts. Removal of vegetation from the bottom of ditches and canals and repairs and stabilization of side slopes on ponds, ditches and canals is included. Damage to the system or fabric form canal lining as a result of the Contractors maintenance or operations shall be repaired at the Contractor's expense.

**27. LANDFILL GPS SYSTEM**

The Contractor within 180 days of beginning work under this Agreement shall install and maintain a GPS system capable of capturing the active Class 1 and Class III areas within BWA. The system shall provide real time information of the in-place density and movement of the equipment as well the landfill grade and other data as tracked as an industry standard. The system shall display in the equipment being used for the spreading and compaction of waste, (i.e. Compactors and Dozers). The Contractor shall ensure that the real time system information has a web-based component and the Contractor shall provide the County Representative with access to this web-based account.

**28. METALS RECOVERY**

The Contractor shall remove metals from the waste stream in all disposal locations operated by the Contractor and place the metals in a container provided by the County through a metals recycling contract. The County and the Contractor shall share in the net revenue received, if any, from the sale of such metals, on the basis of fifty percent (50%) to the Contractor and fifty percent (50%) to the County. The County shall provide the Contractor with the documentation detailing the resulting amounts each month and the Contractor shall include their share of the revenue as a line item charge on the next month's invoice.

**29. CHANGE IN LAW**

If State and Federal legislation regarding the disposal of solid waste should change substantially during the Term of the Agreement, thereby increasing significantly the cost of operation, the Contractor may petition the for a rate adjustment which would result in an amendment to the contract if approved.

**30. WORK SCHEDULE:**

The Contractor shall keep the Landfill open and operational for receiving waste from:

6:00 A.M. to 6:00 P.M. MONDAY THROUGH FRIDAY

7:00 A.M. to 5:00 P.M. SATURDAY

CLOSED SUNDAY

The facility shall be closed on all holidays as authorized by the County Contract Representative, and as may change. Current observed holidays are Thanksgiving Day, Christmas Day and New Year's Day.

In the event of a natural disaster or an emergency condition, the Contractor shall operate the landfill to the extent and for the time period necessary to accommodate incoming waste. The County may extend or reduce the Operating Hours before, during or immediately after a natural disaster or emergency condition. The County shall determine when a natural disaster or emergency condition exists and the Contractor agrees that the County shall have the right to operate the Contractor's equipment, using qualified personnel, in the event that the Contractor's personnel are not available.

The Contractor shall have sufficient, trained personnel in accordance with FAC. 62-701 and equipment on duty at each active disposal site during all operating hours. The hours of operation may be changed by mutual consent.

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User access to all landfill operations shall be limited to those times when operating personnel are on duty at the disposal site(s).

The Contractor shall be available prior to Scalehouse opening to prepare for the day's operation and after the Scalehouse closes to install daily cover. The Contractor shall not leave the site at the end of the operating day until all waste has been covered as required by permit.

During the hours of operation, the Contractor shall accept and dispose of all material accepted by the County.

**31 DISPOSAL OF SPECIAL WASTES**

As directed by the County, the Contractor shall dispose of Special Wastes as defined and accepted by the County. For each event of Special Waste disposal, requiring special handling or other special preparation work, as determined by the County, the Contractor agrees that the payment shall be the applicable unit cost for disposal plus an amount of one hundred Dollars (\$100) for each special handling fee assessed to the user.

Special waste disposed at the active portion of the landfill without prior screening or approval by the County shall be removed by the Contractor and disposed as directed by the County. The special waste handling fee will not apply in such circumstances.

**32 MAINTENANCE OF SURFACE WATER SYSTEM**

Shall mean the maintenance of all ponds, canals, ditches and culverts within the Project Limits as listed in Exhibit 3 and shown in Appendix B. Maintenance activities shall be sufficient to maintain flow in all ditches, canals and culverts. Removal of vegetation from the bottom of ditches and canals and repairs and stabilization of side slopes on ponds, ditches and canals is included. Damage to fabric form canal lining shall be repaired at the Contractor's expense.

**33 CONTINGENCY WORK**

"Contingency Work" is defined as:

1. Unanticipated work required to maintain permit compliance or address emergency operational issues that have not been specifically identified or included in the Scope of Work; or
2. Unscheduled tasks that are or may be performed on an infrequent basis, required to support landfill operations. Such tasks may include but are not limited to supplemental surveys, aerial photographs, or rental of specialty equipment.

Payment for Contingency Work shall be based on written cost estimates and scopes of work submitted in advance to the Director of Pinellas County Solid Waste Operations ("Director") for approval. The Director may not authorize expenditures in excess of \$100,000 (One Hundred Thousand Dollars) annually for Contingency work. No individual Contingency work expenditure shall exceed \$25,000 (Twenty-five Thousand Dollars).

**34. MANAGEMENT AND OPERATIONS PLAN**

The Contractor is responsible for following the BWA Landfill Operations Permit and associated Operations Plan as approved by FDEP and any subsequent plans approved by the County and FDEP for all activities on the landfill site including Class I and Class III waste disposal, monofilling of residue, yard waste processing, mini Hand-Unload Station and construction of Class I and Class III disposal sites and other operations as directed by the County.

**SERVICES AGREEMENT****EXHIBIT A****STATEMENT OF WORK**

The Contractor's initial Management and Operations Plan as provided below will be annually updated on a calendar year basis. The Contractor shall submit the revised Management and Operations Plan no later than December 1<sup>st</sup> each year. The Management and Operations Plan shall include the Contractor's specific landfilling sequence plan for the next year consistent with the FDEP approved sequence plan including disposal cells, grades, dimensions, stormwater and cell water control, roads including paved and all weather, turnarounds, vehicle parking, traffic roads, stockpiling, signs, vector, litter and dust control, volume estimates and waste stream screening areas. The Contractor agrees not to commence operations in accordance with the Management and Operations Plan or any revision until it is approved by the County.

**Bridgeway Acres Management and Operations Plan****1. Mobilization**

Advanced Disposal will maintain and occupy the current landfill office and shop facility located at 3050 110<sup>th</sup> Avenue N., St. Petersburg, FL 33716. A correspondent is appointed to each ADS division to monitor the Project's implementation. Charlie Gray, ADS's South Region Vice President, will oversee the entire project for the corporate level. The next highest level of management is Jim Suter, ADS's District Manager for the South Florida region. Jim Suter will act as the direct supervisor to the on-site General Manager and be the direct contact for the County, at a corporate level. ADS will employ an on-site General Manager, Scott Hanus. The General Manager is designated to serve as Project coordinator and perform all functions necessary to properly administer the terms and conditions of this agreement. The Operations Manager's responsibilities will be the proper management of all day to day operations on-site to properly administer the terms and conditions of this agreement. ADS's Operations Manager, Kevin Murphy, will be the direct contact between the County Inspectors for all daily activities. The General Manager, Operations Manager or a designated Supervisor will be on-site at all times during operating hours.

**a. Additional ADS Support:**

ADS's Engineering Department if required, along with the General Manager will be responsible for regulatory compliance issues. Project engineers maintain an activity schedule for each site outlining compliance issues, due dates, responsible persons, and other compliance, environmental and regulatory issues. ADS's Finance Department maintains financial statements, procedures, accounts payables, payroll and other issues related to financing. The Finance Department performs internal audits on an annual basis. The Risk Management Department provides training, OSHA compliance, safety programs as well as training and facility audits. ADS has managed the Bridgeway Acres facility for 16 years with a General Manager on-site on a daily basis who is familiar with the County's objective and Contractor requirements outlined on Page 36 in Contract RFP. Advanced Disposal has all of the current employees in place as well as all of the training and certifications required by the contract.

**2. Contractor Health and Safety Plan for personnel and customers**

In emergencies affecting the safety of persons, the work or the property at the site or adjacent thereto, ADS, without special instruction or authorization for the County, will act as its discretion to prevent threatened damage, injury or loss. ADS shall immediately notify the County when an emergency occurs. If emergency services are required at the site, the appropriate response agency shall be contacted immediately by telephone or other two-way communication equipment provided by ADS. After the request for emergency assistance has been placed; ADS shall immediately place a telephone call to inform the County of the emergency situation. ADS shall arrange to meet the responding emergency personnel and accompany or direct them to the emergency location. ADS will enforce all PPE requirements to the customers set forth by the County. ADS spotters and operators will monitor customers to ensure they are not working on any equipment or unloading in an unsafe manner which could result in an injury. All operators will have training on the proper spacing between their equipment and customers and their vehicles. ADS personnel shall be trained in fire control procedures and take immediate steps including maintenance and use of working

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stockpiles to toughly extinguish any fire which breaks out at the site. ADS shall maintain working stockpiles near the landfill face for fire-fighting purposes. When a fire is detected on the site, the procedure as outlined above shall be followed in addition to procedures elsewhere described in the contract documents. Basic emergency first aid supplies and apparatus shall be readily available on site and at least one employee certified by the American Red Cross or similar approved organization in fundamental First Aid Training and Cardiopulmonary Resuscitation (CPR) shall be at the site during all operating hours. ADS shall advise the County in writing of the trained employee. ADS shall designate a responsible member of its organization at the site whose duty shall be the prevention of accidents. This person shall be ADS’s General Manager unless otherwise designated in writing by ADS to the County. ADS shall, at all times, operate in compliance with all federal, state and local safety laws and regulations. See Attachment 1 for Advanced Disposal’s Health and Safety Management Overview.

3. Emergency Response Plan

a. Roles and responsibilities

In the event of an emergency, it will be the responsibility of the Operations Manager or General Manager to implement the Emergency Response Plan. They will immediately contact County personnel to inform them of the situation. If any County personnel need assistance the ADS team will be available to assist in any way possible. ADS’s Risk Management and Safety Department will also be notified and actions taken accordingly. Each of Advanced Disposal’s equipment operators and spotters are trained in emergency response and will be able to assist where ever possible. Every region of ADS has a Regional Safety and Health Manager, Area Safety and Health Manager and Safety and Health Trainers.

b. Communications to include after hours

During operating hours, a certified manager or supervisor will be in continuous communication via cell phone and/or two-way radio. In the event of an emergency, each disposal area on site can be contacted through the two way radio that is supplied by the County. In the event of an after hour emergency the following personnel will be available:

Contact	Title	Cell Phone
Scott Hanus	General Manager	727-224-4200
Kevin Murphy	Operations Manager	513-507-3726
Bill Henry	Supervisor	727-224-4239
Kim Fegley	Supervisor	727-487-4516

c. Hot load response

Hot loads will be directed to either the hot pad or the landfill to be discharged from the truck. ADS will use fire extinguishers, dirt or the water truck to extinguish the burning material. The material will be spread and additional dirt or water will be used to eliminate hot spots or flare ups. Once the material is determined to be completely extinguished the material will be buried at the landfill or loaded into a truck and delivered to the tipping floor for disposal. Local emergency response will be dispatched to assist if required.

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## d. Fire prevention and response

In order to prevent fires on the landfill, ADS prohibits smoking on the landfill at any time. Spotters are in place to remove all items that could pose a risk from the waste stream (i.e. Batteries, propane tank, gasoline can's etc.). Once the items are removed they will be disposed of through either HEC3 or a company that handles the type of waste. If a hot load is dumped at the landfill it will be immediately segregated from the other waste. Once the material is segregated it is extinguished with a fire extinguisher, dirt/ash or the water truck. Local emergency responders will be dispatched to assist if necessary. All landfill equipment will have two (2) twenty (20) pound ABC fire extinguishers mounted on them where they are accessible at ground level. Additionally each machine will have an automatic fires suppression system that will be inspected every four months. Every machine will have the radiators blown out after each use to reduce the build-up of fine debris that could become flammable or cause the machine to build up excess heat. Every machine will have the belly pans dropped every 250 hours to ensure there is not excessive build up flammable material. All pickup trucks and fuel stations will also be equipped with additional fire extinguishers. Facility fires will try to be contained with extinguishers until local emergency response arrives. In the event of a major facility damage ADS will put in place a portable trailer which will be used as an operations center until the County completes repairs to the facility. All fires will be reported to the County.

## e. Inclement weather

During severe weather/thunderstorm events at the landfill, ADS will be in constant communication with the County inspectors. ADS will request that the County operated scale houses temporarily halt all traffic flow to the landfill for the safety and well-being of all on site. ADS will assign personnel to direct customers to remain in their vehicles and operators to exit their equipment and proceed to a safe place until such storm passes. At such time as conditions become safe to resume operations as agreed to between the appropriate ADS personnel and County personnel, ADS personnel will return to the working face to resume normal landfill operations. ADS will remain at the working face until all customers have finished disposing of their waste. All employees that are on site mowing, picking litter or directing traffic will be given notice to go to a safe place via two- way radios. Should we encounter long periods of heavy rain stabilizing material (aggregate) will be applied to unpaved roads and tipping areas. A wet weather staging and tipping area will be built prior to the rainy season. Additional pumps will be implemented to assist with storm water management. In the event of high winds, the tipping area, if possible, will be moved to a lower portion of the landfill. Additional litter fences will be deployed to capture blowing litter and additional manpower will be dispatched to pick up the loose litter.

## f. Natural disaster

The disaster response plan that Advanced Disposal has developed specifically for the Bridgeway Acres Landfill site is attached as Attachment 2. The plan will be implemented prior to commencement of operations under the new agreement, updated annually, and reviewed with all employees. Employees will be trained in their individual responsibilities and proper response to disaster conditions with emphasis that guarding personal safety is the top priority.

## 4. Waste inspection program including management of prohibited or hazardous waste delivered to site

## a. Training

All ADS equipment operators and spotters shall be trained with Florida Department of Environmental Protection for certifications or equivalent, to identify unauthorized wastes or potential sources of regulated hazardous wastes. The training program shall emphasize familiarity with containers and labels typically used for hazardous wastes.

**SERVICES AGREEMENT****EXHIBIT A****STATEMENT OF WORK**

## b. Random load inspection program

ADS will implement a load checking program to detect and discourage attempts to dispose of unauthorized or prohibited wastes within the project limits. The load checking program shall comply with the following minimum requirements: every week ADS will have two employees examine at least three random loads of solid waste delivered to the site. The employees will wear all the required PPE for the location where the inspections are taking place. They will use the front- end loader along with shovels to ensure a thorough inspection of the waste. If unauthorized or prohibited wastes are found, ADS shall immediately notify the County and the County shall contact the generator, hauler, or other party responsible for generating and/or delivering the waste to the site to determine the identity of the waste sources. If any hazardous wastes are identified by random load checking, ADS shall promptly notify the County who will notify the FDEP. The area shall immediately be cordoned off from public access. The person responsible for delivering the wastes to the site and the generator of the wastes, if known, will be directed to remove the waste from the site. Otherwise, ADS shall coordinate with the County for the clean-up, transportation and disposal charge to be paid by the County. Information and observations resulting from each random inspection shall be recorded in writing by the ADS inspector on County approved forms. The written record shall be signed by the ADS inspector and provided to the County.

## c. Managing unacceptable and prohibited wastes

ADS will implement written procedures for the handling of suspected toxic, hazardous, unapproved or prohibited materials which may have been accepted inadvertently in accordance with applicable provisions of the County's permit. The physical description and license number of the delivering vehicle, a description of the quantity and type of waste and any other available information will be recorded. The information will assist in the investigation/resolution of the incident and reduce the likelihood of additional occurrences.

## d. Identifying deliverer/generator

ADS shall make every reasonable attempt to identify the party known to have disposed, deposited or dumped the material and to cause the party to remove such material in accordance with hazardous material handling procedures and report said party to the Director. ADS shall provide to the County for approval a Hazardous Waste Contingency Plan (HWCP). The HWCP shall address procedures to be followed in the event solid, liquid or gaseous hazardous waste materials or suspected hazardous waste materials are detected during normal operations. A copy of the approved HWCP shall be on file with the County. ADS employees shall be trained and equipped to implement and preform the procedures in the HWCP. ADS shall be responsible for clean-up, transportation and disposal of prohibited waste as provided in the agreement.

## 5. Litter control as detailed in the Scope of Work

- a. On-site litter control - This will be done throughout the day with an employee and a golf cart to patrol along the main roads of the property. The area around the hand unload will be done by an employee first thing in the morning and also when traffic slows throughout the day. In the event of high winds additional laborers will be brought in to continually pick up litter during the day. On the Class I and Class III landfill we will erect portable fencing around the landfill working face and move as necessary as the wind changes direction. We will have an employee patrol the area near the working face to pick up any windblown litter. During diversions and also during high wind events we will bring in additional labor to ensure all litter is picked up to remain in compliance with the County's permit.

**SERVICES AGREEMENT****EXHIBIT A****STATEMENT OF WORK**

- b. Off-site litter control - This will be done by two crews in order to maintain a good image with the surrounding community. These crews will be scheduled for a 50-hour work week and will consist of a driver, helper and pickup truck. The first crew will be responsible for the collection along 28<sup>th</sup> Street, 118<sup>th</sup> Avenue and 34<sup>th</sup> Street N. The second crew will be responsible for the additional 13 miles of roads as shown in Attachment E in the RFP.

6. Maintenance of vegetation as detailed in the Scope of Work

ADS will mow, trim and edge vegetative matter within the limits shown in Attachment A. In addition to Attachment A, Toytown will also be mowed at the same frequency as BWA. In order to maintain compliant with Section E-11 in the Scope of work, the mowing will be performed all year long as needed. During the non-growing season this will be done with 1 small finish mower, 1 weed eater, 1 bush hog mower and 1 slope mower. During the growing season this will be done with 1-2 finish mowers, 2-3 weed eaters, 1-2 bush hog mowers and 1 slope mower. The finish mower will maintain all areas at BWA that are highly visible to the customers on site. They will also mow along all the paved roads and non-paved roads at all three properties. This mowing will include around each monitoring well and along all fence lines. All visible clippings after mowing shall be removed. All clippings shall be kept out of ornamental beds and off of all paved areas and waterways. Weed eating will be done around all signs, poles, fences, buildings and monitoring wells. The bush hog will mow all large fields in accordance to the mowing heights listed in the scope of work. The slope mower will maintain all ditch lines and also cut back trees that are growing into road ways. All areas will be inspected weekly to ensure standards are maintained as set forth in the Scope of Work.

7. Equipment maintenance program

ADS will have a robust maintenance program due to the corrosiveness of the incinerator ash. Each piece of equipment and vehicle will have an individual maintenance file. This file will include equipment inspection reports, repair work orders, cleaning schedule, oil samples, fire suppression inspections and repairs. Each piece will also be monitored in our computerized maintenance tracker. This will help ensure that all repairs will be done in a timely manner and that all preventive maintenance will be scheduled on the due dates. Advanced Disposal will use local dealers for repairs and parts for the equipment. We will also use the Job Site Service program from Caterpillar, this service lays out an in depth plan based on hours for services as well as repairs and complete rebuilds of the equipment at specific hour intervals that Caterpillar has researched to maximize life of equipment as well as productivity. Should any Standby equipment become unavailable we will obtain a piece of rental equipment from a local dealer. If none is available we will borrow the piece of equipment from one of ADS's 13 Southern Region landfills. See Attachment 3 for Advanced Disposal's Complete Maintenance Standards Manual.

8. Approach for Class I and Class III construction and preservation of airspace

- a. Working Face preparation

All working face preparation will consist of the removal of any excess temporary cover or tarps from the previous day's work. Any excess usable material will be removed and stockpiled for a later use. ADS will ensure that the working face is large enough to accept the incoming waste material for the day. An additional work face area will be available should the need to increase the deliveries to the landfill during the day due to any unforeseen diversions. All excepted materials will be placed and compacted in accordance with the County's current FDEP permit(s) and the approved Management and Operations Plan. Landfill construction will be sequenced so no interruption of landfill availability shall occur.

**SERVICES AGREEMENT****EXHIBIT A****STATEMENT OF WORK****b. Ingress and egress to disposal areas**

ADS will be responsible for maintenance of unpaved all-weather service roads and ingress and egress to the active working face. These areas will be graded with a dozer or motor grader utilizing supplied ash from the WTE Plant. These roads will be constructed as needed, not to exceed a maximum grade of 5%, or otherwise approved and compacted wide enough to accept any waste disposal trucks and trailers for two-way traffic. All unpaved landfill access roads will have signage to direct all waste disposal vehicles to the working face safely.

**c. Traffic control, customer safety**

ADS will ensure that traffic control measures are in place. All ingress and egress signage will be constructed by ADS and placement of signs, barricades and construction safety cones to clearly and safely direct all inbound and exiting traffic to and from the working face for disposal. Light plants will be placed along the roadway for customer safety during low light hours of operation.

**d. Spotting of waste deliveries**

All deliveries will be directed to the active working face by a certified spotter. The spotter will make sure the customer has proper spacing between vehicles, fifteen (15) feet. The customer's ticket will be verified to ensure they are in the correct location and have the required PPE. The spotter will inspect the load as it is being dumped to make sure there are no prohibited materials. If there are any metals or tires in the load, the customer will be directed to the reject containers located near the working face.

**e. Approach to achieve compaction requirements as detailed in the Scope of Work**

Once waste loads are deposited and checked at the tipping area, a compactor or dozer will push the material to the working face in two foot lifts over existing waste to maximize compaction. Depending on the size of the diversion and how much waste is received, additional compactors will be added once there is enough room on the working face. Three to five passes will be made by the equipment for compaction. GPS will be monitored by the operator and passes will continue until maximum compaction is achieved. Passes will include the compactor working in the opposite direction of the material that was initially pushed into the active area to maximize compaction. The working face slope will be minimized to increase compaction, but at no time will the face slope be any steeper than 30 percent.

**f. Application of alternate cover material such as tarps and spray on materials**

ADS will apply tarps or a tarp system that can be applied on the working face of the landfill when daily placement of materials will happen within the next working day or within a 24 hour period to conserve cover material and airspace. Application of tarps will be installed after waste is fully compacted using the landfill compactors required in the contract. The tarp will then be placed over the waste by using manual labor or a mechanical tarping device. The tarp will be secured in place by using tires or other objects that will prevent it from blowing off due to high winds. The next day the tarp will be removed by reversing the installation process. Spray on materials will be evaluated to determine cost of application and effectiveness.

**SERVICES AGREEMENT****EXHIBIT A****STATEMENT OF WORK**

- g. Application of initial cover to achieve regulatory compliance and preserve airspace

Initial cover shall be spread and compacted in accordance with FDEP Chapter 62-701 FAC. Initial cover will be recovered materials/ ash supplied by the County's WTE Plant or other approved cover on site and will be applied with a minimum of 6" to prevent flagging, odors or vector problems. Cover material will be transported with Articulated Dump Trucks and spread with bulldozers to the proper depth. Mulch and dirt may also be used in this application to cover the waste material as needed, provided it meets the requirements of Chapter 62-701 FAC, and is installed in a uniform manner. Initial cover will be placed on compacted waste daily on the Class I landfill and weekly on the Class III landfill.

- h. Application of intermediate cover to achieve regulatory compliance and preserve airspace

Intermediate cover of 12" depth plus the initial cover will be placed over compacted waste in the landfill. Areas filled during the contract terms that do not anticipate receiving additional waste within 180 days will be covered with intermediate soil. The intermediate soil cover will be grassed with approved seed mix to prevent erosion and any erosion that may occur will be repaired with additional soil and grass. Prior to any additional waste placement in this area, the intermediate cover will be scraped back and stockpiled on site until it is reused. This method will help conserve materials and preserve airspace.

- i. Approach to reuse suitable cover materials such as ash, mulch and dirt used for initial and intermediate cover

ADS will reclaim as much cover material as possible from the prior day working face and tipping floor by stripping the material off with a bulldozer. This material will be used as daily cover for the daily active working face. If the material is in excess of what is needed, the additional material will be hauled to a stockpile on site for later use. Any materials in unused roadways, erosion control berms or onsite excavations will be excavated, loaded and hauled to a stockpile for daily or intermediate cover to be used at a later date. Any areas where intermediate cover has been placed, and landfilling operations are set to resume, ADS will remove the intermediate cover and stockpile that material for use at a later date. A stockpile of cover should be maintained in close proximity to the active landfill working face for anticipated waste volumes for the day and also for firefighting purposes.

- j. Storm water management in Class I and Class III areas

Storm water will be controlled by the methods of excavating ditches, construction of berms, piping, rock checks or channels. These methods will be used to slow down or collect the water flow to better manage any erosion due to storm water shedding off of the Class I or Class III landfills. Maintenance of cleaning rock checks and around pipes in ditches will be completed after major rain storm events and on an as needed basis to ensure the ditches are clear. All vegetation in ditches, canals and culverts around site will be cleaned periodically as needed to maintain good water flow.

- k. Erosion control

ADS will conduct a daily and weekly inspections of the complete site including any new punch list items supplied by the County that need to be addressed. Any erosion on site will be regraded and repaired as needed after any storm event that may cause damage to the slopes, roadways, ditch lines or erosion controls. Sediment that builds up in any ditch line or around any piping will be removed with the use of a backhoe or excavator. If the affected area needs seeding to control erosion on the slope areas it will be conducted on an as needed basis.

**SERVICES AGREEMENT****EXHIBIT A****STATEMENT OF WORK**

## 1. Dust, litter, vector and odor control

Fugitive dust will be controlled by loading an articulated off road 5,000 gallon water wagon at the supplied water fill location supplied by the County, then hauling it to the active areas on site. The use of an articulated truck will allow us to water the difficult uneven areas of the site verses a conventional water truck which is used mainly for paved roads. Areas such as ADS haul truck routes, disposal truck routes and active landfill operations including the working face. Additional dust control will be done with the use of a dust suppressant such as calcium chloride or similar product. The use of street sweeping equipment shall be used for the purpose of dust control on the paved roads. Should any mud be transferred onto the surface roads from the landfill we will use the street sweeper, water truck, front-end loader or manual labor to remove the excess material. Litter control will be done on a daily basis utilizing regular and temporary employees. Litter fencing will be deployed next to the active working area to capture as much blowing litter as possible. Employees will pick up the loose litter and bag it for proper disposal. ADS will ensure the waste is covered each day to prevent loose paper from blowing and attracting vectors. Odor control will be deployed in one of two ways depending on the amount of the severity of the odor. First an odor neutralizer product will be poured directly into our water truck and sprayed near the working face and any areas down-wind from where it could affect the surrounding community. Second, an odor neutralizer will be sprayed from a mobile misting system that will be deployed upwind from where the odor could affect the surrounding community.

## 9. Mini-Hand Unload Station operations

## a. Approach to keep up with waste throughput

The loading of the containers will be done with a front end loader that will sweep, push and pick up the material and place them into the proper container. The front end loader will be equipped with a clam shell bucket and rubber cutting edge to prevent damage to the concrete floor and will keep the ground free of any hazards to customers or their vehicles. The loader operator will inspect and sort burnable vs non-burnable materials, metals and white goods prior to loading the material into the containers. All metals including white goods with CFC's will be sorted and stored in the North end of the building for loading and the evacuation of the CFC's by a subcontractor. The metal will be loaded into two (2) forty (40) yard containers and one (1) twenty (20) yard container supplied by the metal contractor for the County. ADS will use two (2) or three (3) hook trucks depending on traffic flow to haul the containers to the proper destination. We will have containers made to fit the opening in the loading area to prevent a build-up of excess waste and also to be able to haul more material each day. These larger containers should reduce the amount of waste on the tipping floor. All burnable material will be hauled to the WTE Plant and non-burnable items will be hauled to the Class I or Class III landfills. Under extreme volume at the Hand Unload Station, ADS can utilize additional trucks if available to remove excess waste until the tipping floor is cleared and ready for normal operations. An additional option is to use all the material from the Mini-Hand Unload area to the Class I or Class III landfills for disposal if the WTE Plant is backed up or experiencing long wait times.

## b. Traffic control, customer safety

All signage along the paved roads are supplied by the County that will help direct the customers to the proper locations. If a back-up occurs due to heavy traffic flow, a Certified MOT employee with be dispatched to help resume a normal traffic flow. ADS will supply signs, cones and barricades to help direct traffic in a safe manner and block customers from any hazards. ADS employees will enforce all County safety rules including PPE for the designate areas. The front end loader working at the Hand Unload Area will be equipped with additional mirrors, back up camera and additional LED lights to ensure safety to the customers unloading on the tipping floor. If any emergency should arise ADS will contact the County Inspector for assistance.

**SERVICES AGREEMENT****EXHIBIT A****STATEMENT OF WORK**

## c. Spotting

The spotters at the Mini-Hand Unload Station will be State Certified in accordance with FAC 62-701.320. The first contact with the customer will be made at the South entrance of the facility. At this point the customer's ticket will be checked to ensure they are in the correct disposal location. If they are at the wrong location, they will be rerouted or have the ticket changed if an error was made. The customer's load will then be inspected for any unacceptable material. When a spot for disposal is available the customer will be directed to the spotter that will park them for unloading. During the process of unloading the spotter periodically checks to make sure no prohibited items are being disposed of. If the customer has any metal items, they will be directed to dispose of it at the North end of the building for recycling. If any items are electronics or chemicals, the spotter will direct them to HEC3 for proper disposal. Once the customer is finished unloading they will be directed towards the exit.

## 10. Metals recovery including the processing of white goods at all disposal locations

ADS will segregate and load all white goods from the waste stream as they are received at the Class I, Class III, Hand Unload Area and the Yard Waste Area. Any items that contain CFC's will be segregated from the other metal and placed aside until the CFC's are removed. After the CFC's are removed each item will be numbered and marked to ensure that they are ready to be loaded into the containers. All 40-yard containers will be loaded with our rubber tired front end loader. The Class I and Class III areas will have one (1) 40-yard container for loading as the material is brought in. The Mini-Hand Unload area will have two (2) 40-yard containers and one (1) 20-yard container for loading. The 20-yard container will be available for customers to throw small metal items into for convenience. The Yard Waste Area will also have a 20-yard container as a convenience to the customers.

## 11. Yard Waste Processing

Approach to managing yard waste as detailed in the Scope of Work

The yard waste processing area will be staffed with a FDEP certified spotter during all operational hours. The spotter will check each customer's ticket to ensure they are at the proper disposal area. Once confirmed, the spotter will inspect the load for any prohibited items. If the load consists of all brush the customer will be directed to the unloading area. If a small amount of non-vegetative material is found the customer will be directed to a 40-yard roll-off container located near the disposal area where the rejected material will be placed. If a large amount of non-vegetative material is found, the customer will be rerouted to the proper disposal area. Once the material is dumped it will be moved with a front end loader to the processing area. Once there the material will be processed through a Mobark Tub Grinder to reduce the size to minus 4". It will then be placed in windrows for storage. The material that will be released to the public will be segregated from the other material for additional processing. The additional processing will require the material to be stored for 45 days and turned three times to maintain 132 degrees inside the pile. Once the material is ready for release we will have an operator and front end loader available to load any customers wanting the finished product.

**SERVICES AGREEMENT****EXHIBIT A****STATEMENT OF WORK****12. Maintenance of Site and Vegetation**

- a. Approach to ensure vegetation is maintained as detailed in the Scope of Work for both BWA and Toytown

ADS will mow, trim and edge vegetative matter within the limits shown in Attachment A. In addition to Attachment A, Toytown will also be mowed at the same frequency as BWA. In order to maintain compliance with the contract, mowing will be performed all year as needed. During the non-growing season this will be done with 1 small finish mower, 1 weed eater, 1 bush hog mower and 1 slope mower. During the growing season this will be done with 1-2 finish mowers, 2-3 weed eaters, 1-2 bush hog mowers and 1 slope mower. The finish mower will maintain all areas at BWA that are highly visible to the customers on site. They will also mow along all the paved roads and non-paved roads at all three properties. This mowing will include around each monitoring well and along all fence lines. All visible clippings after mowing shall be removed. All clippings shall be kept out of ornamental beds and off of all paved areas and waterways. Weed eating will be done around all signs, poles, fences, buildings and monitoring wells. The bush hog will mow all large fields in accordance to the mowing heights listed in the scope of work. The slope mower will maintain all ditch lines and also cut back trees that are growing into road ways. All areas will be inspected weekly to ensure the requirements of the contract are being met.

- b. Approach to ensure the BWA and Toytown storm water systems (canals, ditches, ponds, etc.) is maintained as detailed in the Scope of Work

ADS will utilize an excavator, long reach excavator and backhoe to remove vegetation and sediment in the ditches and canals as referred to in Attachment C. That equipment will also be available for any repairs for side slope stabilization on ponds, ditches and canals. The use of the backhoe will help reduce the time to mobilize equipment to certain areas on the site that might be problematic to maneuver a large excavator.

- c. Approach to ensure paved roads and parking areas are kept clean and free of sharps

ADS will employ an employee on a golf cart to drive the property several times a day to pick up paper and any large items that might have fallen off of a customer's vehicle. During this time, we will also use a tow behind magnet to pick up any metal that could puncture a vehicles tire. We will also use an Elgin Broom Badger a minimum of two times a day or as requested should additional sweeping be needed.

**13. Demobilization**

At the time that Advanced Disposal no longer provides landfill operations services we will vacate the office and shop facilities located at 3050 110<sup>th</sup> Ave N. St Petersburg, FL 33716. We will also cancel all utilities associated with the office building. All heavy equipment will be readied for transportation to different facilities. All other support equipment and materials will be taken off site and dispersed throughout the company. Advanced Disposal management will, to the greatest extent possible, assist the County and the new contractor with opportunities to conduct on-site interviews with existing personnel who might be interested in working for the new contractor. At the time of vacating the site the landfill ADS will be compliant with all applicable laws, rules and regulations.

**SERVICES AGREEMENT**  
**EXHIBIT B**  
**INSURANCE REQUIREMENTS**

1. **INSURANCE:**
- a) If Consultant does not currently meet insurance requirements, Consultant shall also include verification of their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.
  - b) Within 10 days of **contract award** and prior to commencement of work, Consultant shall email certificate that is compliant with the insurance requirements to [InsuranceCerts@Pinellascounty.org](mailto:InsuranceCerts@Pinellascounty.org). If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that Consultant include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 1.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
  - c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
  - d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Consultant and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
  - e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Consultant to the County at least thirty (30) days prior to the expiration date.
    - (1) Consultant shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Consultant from its insurer. Notice shall be given by certified mail to: **Pinellas County Risk Management 400 South Fort Harrison Ave Clearwater FL 33756**; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Consultant of this requirement to provide notice.
    - (2) Should the Consultant, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Consultant for such purchase or offset the cost against amounts due to Consultant for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
  - f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

**SERVICES AGREEMENT****EXHIBIT B****INSURANCE REQUIREMENTS**

- g) If subcontracting is allowed under this RFP, the Prime Consultant shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Consultant and its subcontractors shall be in writing and may be subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Consultant to the same extent Consultant is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Consultant to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Consultant shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Consultant is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
- (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.

**SERVICES AGREEMENT**

**EXHIBIT B**

**INSURANCE REQUIREMENTS**

- (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Consultant is only using employees named on such list to perform work for the County. Should employees not named be utilized by Consultant, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Consultant to be in default and take such other protective measures as necessary.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Consultant and subcontractor(s).
- i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit	Florida Statutory
<b>Employers' Liability Limits</b>	
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

- (2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. No XCU exclusions allowed.

Limits

Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

- (3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Consultant does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Consultant can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident	\$ 1,000,000
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**SERVICES AGREEMENT**

**EXHIBIT B**

**INSURANCE REQUIREMENTS**

- (4) Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (1), (2), and (3) above. No XCU exclusions allowed.

Limits

Each Occurrence	\$ 9,000,000
General Aggregate	\$ 9,000,000

- (5) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Consultant may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits

Each Occurrence or Claim	\$ 2,000,000
General Aggregate	\$ 2,000,000

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

- (6) Pollution Legal/Environmental Legal Liability Insurance for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. If policy is written on a Claims Made form, a retroactive date is required, and coverage must be maintained for 3 years after completion of contract or "tail coverage must be purchased. Coverage should include and be for the at least the minimum limits listed below:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 2) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.
- 3) Cost of Cleanup/Remediation.

Limits

Per Claim or Occurrence	\$ 10,000,000
General Aggregate	\$ 10,000,000

**SERVICES AGREEMENT**

**EXHIBIT B**

**INSURANCE REQUIREMENTS**

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

**For herbicide and pesticide spraying operations only**, an endorsement to the Commercial General Liability policy that provides Pollution Liability coverage for herbicide and pesticide spraying is acceptable.

- (7) Cyber Risk Liability (Network Security/Privacy Liability) Insurance including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

Limits

Each Occurrence	\$ 2,000,000
General Aggregate	\$ 2,000,000

For acceptance of Cyber Risk Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Cyber Risk Liability and other coverage combined.

- (8) Property Insurance Consultant will be responsible for all damage to its own property, equipment and/or materials.

**SERVICES AGREEMENT****EXHIBIT C****PAYMENT SCHEDULE**

The below listed guaranteed quantities will be calculated using County Scale Records on a calendar year basis beginning January 1, 2019.

<b>Annual Guarantee Price – Quantities in this table are guaranteed</b>				
	<b>Item</b>	<b>Annual Guarantee</b>	<b>Units</b>	<b>Unit Price</b>
1	Class I and Class III Landfill	150,000	Ton	\$9.11
2	Mini-Hand Unload Station	40,000	Tons	\$24.55
3	Transportation and Stockpiling of Recovered Material	200,000	Ton	\$5.91
4	BWA Landfill Maintenance	1	Lump Sum	\$2,232,924.04
5	ToyTown Landfill Maintenance	1	Lump Sum	\$143,199.72
6	Standby Charge	1	Lump Sum	\$3,755,133.50

<b>Annual Over Guarantee Price– Quantities in this table are not guaranteed</b>				
	<b>Item</b>	<b>Annual Over Guarantee Estimate</b>	<b>Units</b>	<b>Unit Price</b>
1	Class I and Class III Landfill	50,000	Ton	\$3.75
2	Mini-Hand Unload Station	15,000	Tons	\$9.74
3	Transportation and Stockpiling of Recovered Material	30,000	Ton	\$3.35

**SERVICES AGREEMENT****EXHIBIT C****PAYMENT SCHEDULE****Miscellaneous Tasks**

<b>Item</b>	<b>Units</b>	<b>Unit Value</b>
<b>Yard Waste Mulching</b>	Ton	\$20.00
Material Handling	Cubic Yard	\$3.45
Excavation of Material	Cubic Yard	\$4.72
Erosion Control	Cubic Yard	\$3.45
Clearing and Grubbing	Square Yard	\$1.84
Bulky Waste Processing	Per Pull	\$80.04

**SERVICES AGREEMENT****EXHIBIT D****PAYMENT/INVOICES****PAYMENT/INVOICES:**

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.*, Florida Statutes, "The Local Government Prompt Payment Act." Invoice Fees shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable  
Pinellas County Board of County Commissioners  
P. O. Box 2438  
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

**INVOICE INFORMATION:**

**Supplier Information** Company name, mailing address, phone number, contact name and email address as provided on the PO

<b>Remit To</b>	Billing address to which you are requesting payment be sent
<b>Invoice Date</b>	Creation date of the invoice
<b>Invoice Number</b>	Company tracking number
<b>Shipping Address</b>	Address where goods and/or services were delivered
<b>Ordering Department</b>	Name of ordering department, including name and phone number of contact person
<b>PO Number</b>	Standard purchase order number
<b>Ship Date</b>	Date the goods/services were sent/provided
<b>Quantity</b>	Quantity of goods or services billed
<b>Description</b>	Description of services or goods delivered
<b>Unit Price</b>	Unit price for the quantity of goods/services delivered
<b>Line Total</b>	Amount due by line item
<b>Invoice Total</b>	Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at [www.pinellascounty.org/purchase](http://www.pinellascounty.org/purchase).

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, *et. seq.*, Florida Statutes, the Local Government Prompt Payment Act.

**SERVICES AGREEMENT****EXHIBIT E****DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:**

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
  - 1.) Requesting department for this purpose is defined as the County department for whom the work is performed.
  - 2.) Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

**SERVICES AGREEMENT**  
**EXHIBIT F**  
**PERFORMANCE BOND**