

VALENCIA COUNTY
SOLID WASTE SERVICES

Contract No.VCR-FY17-010

THIS AGREEMENT is made and entered into by and between the County of Valencia, Board of County Commissioners (hereinafter referred to as the "County") and Universal Waste Systems, Inc. (hereinafter referred to as the "Contractor").

Findings.

1. **Collection.** The County finds that uncontrolled, inadequately controlled and improper collection, transportation, and disposal of solid waste:
 - 1.1. is a public nuisance and a clear and present danger to the people;
 - 1.2. provides harborages and breeding places for disease-carrying injurious insects, rodents and other pests harmful to the public health, safety and welfare;
 - 1.3. constitutes a danger to livestock and domestic animals;
 - 1.4. decreases the value of private and public property, causes pollution, blight and deterioration of the natural beauty and resources of this community and has adverse economic and social effects on the community and its residents.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.** The Contractor shall perform the work outlined in the Scope of Work attached hereto as **Attachment 1** and incorporated herein by reference.
2. **Taxes; Rate Adjustments.**
 - 2.1. **Taxes.** The payment of taxes due for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s). Contractor must take all actions as are necessary to ensure that New Mexico Gross Receipts Tax collected under the terms of this Agreement shall be credited to Valencia County.
 - 2.2. **CPI Adjustments.** On each anniversary of the Commencement Date (the "Adjustment Date"), Contractor's rates set forth in the Rate Schedule in Attachment 2, as adjusted hereunder, shall be automatically adjusted by the percent change in the average of the Consumer Price Index described below ("CPI") for the 12-month period ending the previous January, compared to the next previous January to January period. At least thirty (30) days prior to the Adjustment Date, Contractor shall notify the County of the CPI adjustment to take effect on the Adjustment Date and shall provide the County with

its computations therefor. Adjustments to the Contractor's service rates shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments. For example, a CPI adjustment occurring on April 1, 2018 would be calculated as follows:

(Average CPI index amount for January 2017 to January 2018 – Average CPI index amount for January 2016 to January 2017)/ Average CPI index amount for January 2016 to January 2017 = Percent Change

Percent Change * Contractor rate = change in applicable rate

The index to be used for any such CPI calculation is the "Garbage and trash collection" sub-index found within the "Water and sewer and trash collection services" sub-index found within the "Fuels and utilities" sub-index which appears within the Housing" index of "Consumer Price Index for All Urban Consumers (CPI-U)", Table 3. This table is produced by the U.S. Department of Labor, Bureau of Labor Statistics and may currently be found by going to: "<http://www.bls.gov/cpi/tables.htm>". Under "CPI Detailed Report Tables" select the link for the most recently available "CPI Detailed Report (complete text and tables)". Table 3 is contained within that report. The specific number to be used for calculations shall come from the "Unadjusted percent change" column. These requirements and limitations shall continue to apply should the U.S. Department of Labor change their web site such that these directions are rendered invalid.

2.3. Additional Rate Adjustments The contractor may from time to time request an adjustment to the rates set forth in Attachment 2 plus any CPI adjustments to recover increases in the cost of operations for circumstances that are not within the reasonable control of the Contractor. Such circumstances may include, but are limited to: 1) a change in Contractor's operation due to Force Majeure (as defined in Paragraph 29 below); 2) any change in law, statute, rule, regulation, ordinance, order, permit condition, or requirement of any Federal, State, regional, or local government that is effective after the date of this Agreement, including but not limited to increases in surcharges, fees, assessments, or taxes levied upon the waste collection or disposal; or 3) changes in the scope or method of operations provided by Contractor required, initiated, or approved by the County. The Contractor's request shall include a report detailing the increased expenses associated with performance. The County will process such request in a reasonable and timely manner and approval of such a request shall not unreasonably be withheld.

3. Term. This Agreement shall commence on the Commencement Date, January 1, 2018, and continue, unless terminated pursuant to Section 4, until eight (8) years from the Commencement Date. In accordance with Section 13-1-150 NMSA 1978, the term of this contract shall not exceed eight (8) years under any circumstances.

4. Termination.

4.1. If, through any cause other than a force majeure, the Contractor fails to fulfill the Contractor's obligations under this Agreement in a timely and proper manner, or if the

Contractor violates any of the covenants, agreements or stipulations of any part of this Agreement, after giving notice of Default as provided in Section 4.2, the County shall have the right to terminate the Agreement pursuant to Section 4.2 and 4.3 below. A notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement.

4.2. Default. In the event of any material failure or refusal of Contractor to comply with any obligation or duty imposed on Contractor under this Agreement, the County Manager and Contractor shall meet and confer in good faith in an effort to agree on a resolution and cure of the breach. If the Parties are unable to agree on the informal resolution or cure of the breach within five (5) business days, the County shall have the right to terminate this Agreement if:

4.2.1. following the five-day meeting period above, the County shall have given written notice to Contractor specifying that a particular default or defaults exist which will, unless corrected, constitute a material breach of this Agreement on the part of Contractor, and

4.2.2. Contractor fails to take reasonable steps to commence to correct the same within ten (10) days from the date of the notice given by County under Section 4.2.1 and Contractor thereafter fails to diligently continue to take reasonable steps to correct such default.

4.3. Termination. Upon the occurrence of a material breach, failure to cure and the declaration of termination of this Agreement by the County as provided above, this Agreement shall be of no further force and effect unless the County elects to terminate only a portion of the services set forth herein and maintain the remainder of the Agreement.

4.4. Termination Management. Immediately upon receipt by either the County Manager or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the County; 2) comply with all directives issued by the County in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the County shall direct for the protection, preservation, retention or transfer of all property titled to the County and records generated under this Agreement. Any County owned personal property or equipment provided to the Contractor shall be returned to the County upon termination and shall be submitted to the County as soon as practicable.

5. Appropriations. This section is NOT APPLICABLE to this Agreement.

6. Status of Contractor. The Contractor and its agents and employees are independent contractors performing services for the County and are not employees of the County of Valencia. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of county vehicles, or any other benefits afforded to employees of

the County of Valencia as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the County of Valencia unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. **Assignment**. The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the County.
8. **Subcontracting**. Other than subcontractors described in its proposal, the Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the County Manager. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the County to a subcontractor. In all cases, the contractor is solely responsible for fulfillment of this Agreement.
9. **Release**. This section is NOT APPLICABLE to this Agreement.
10. **Confidentiality**. Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.
11. **Product of Service -- Copyright**. This Section is NOT APPLICABLE to this Agreement.
12. **Conflict of Interest; Governmental Conduct Act**.
 - 12.1. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.
 - 12.2. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:
 - 12.2.1. in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any County employee while such employee was or is employed by the County and participating directly or indirectly in the County's contracting process;
 - 12.2.2. this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the County; (ii) the Contractor is

not a member of the family of a public officer or employee of the County; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the County, a member of the family of a public officer or employee of the County, or a business in which a public officer or employee of the County or the family of a public officer or employee of the County has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

12.2.3. in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the County within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the County whose official act, while in County employment, directly resulted in the County's making this Agreement;

12.2.4. in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

12.2.5. in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the County.

12.3. Contractor's representations and warranties in Paragraphs 12.1 and 12.2 of this Article 12 are material representations of fact upon which the County relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the County if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs 12.1 and 12.2 of this Article 12 were erroneous on the Commencement Date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs 12.1 and 12.2 of this Article 12 were erroneous on the commencement date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the County and notwithstanding anything in the Agreement to the contrary, the County may immediately terminate the Agreement.

12.4. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12.

13. **Amendment.** This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

14. **Merger.** Except as provided in Paragraph 34 below, this Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter

hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. **Penalties for violation of law.** The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
16. **Equal Opportunity Compliance.** The Contractor agrees to abide by all federal, state and county laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.
17. **Applicable Law.** In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern and that venue will lie in the Thirteenth Judicial District Court in Valencia County. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.
18. **Workers Compensation.** The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the County in accordance with Section 4.2 above.
19. **Records, Financial Audit and Inspection.** The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the County, the Department of Finance and Administration and the State Auditor. The County shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payments. The County has the right to inspect any facility at any time.
20. **Disclaimer and Hold Harmless.** Valencia County shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold the Valencia County harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by Valencia County in connection with the performance by Contractor of Contractor's duties according to this Agreement.

21. Indemnification. The Contractor shall defend, indemnify and hold harmless the County of Valencia from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the County of Valencia and the New Mexico Association of Counties by certified mail.

22. Invalid Term or Condition. If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

23. Enforcement of Agreement. A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

24. Authority. If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

25. No Additional Compensation Allowed. The Contractor shall not, nor permit any agent, employee, or subcontractor employed by it to request, solicit, demand or accept, either directly or indirectly, any compensation or gratuity for the collection of refuse except compensation as may herein be provided by the Agreement or as permitted herein.

26. Contractor's Personnel.

26.1. The Contractor shall employ and retain supervisors and employee who are experienced and qualified to assure performance of this Agreement.

26.2. The Contractor shall provide adequate operating and safety training for all of its employees and personnel.

26.3 The Contractor shall furnish, upon request of the Contract Manager, information not otherwise protected by law concerning the background and work-related experience of any supervisor, agent or employee of the Contractor.

27. **Survival.** The agreement paragraph titled "Indemnification" shall survive the expiration of this agreement.
28. **Succession.** This agreement shall extend to and be binding upon the successors and assigns of the parties.
29. **Force Majeure.** A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, weather emergency, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.
30. **Mediation.** In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Association of Counties and the parties shall utilize a striking process until a mediator is agreed upon.
31. **Notice to Proceed.** It is expressly understood that this Agreement is not binding upon the County until it is executed by the Board of County Commissioners after voting on the contract at a public meeting or unless it is executed by the Valencia County Manager, if the amount of the contract is \$10,000.00 or less. Further, the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.
32. **Attorney's Fees.** In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.
33. **Cooperation.** All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.
34. **Incorporation and Order of Precedence.** Request for Proposals No. VCR-FY17-010 and the Contractor's proposal are incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:
1. Any contract amendment(s), in reverse chronological order; then
 2. this contract itself; then
 3. the responses to questions and answers from the Request for Proposal; then
 4. the Request for Proposals; then

5. the Contractors Best and Final Offer(s), in reverse chronological order; then
6. the contractor's proposal; then
7. the contractor's standard agreement terms and conditions (which may or may not have been submitted as part of the contractor's proposal).

35. Patent, Copyright, Trademark and Trade Secret Indemnification.

NOT APPLICABLE.

36. Performance Bond.

36.1. Contractor shall furnish within 30 days after contract award a bond in a form to be prescribed and approved by the County, payable to the County and conditioned upon Contractor faithfully performing all of the collection and disposal requirements of this Agreement. Said bond must be in the amount of one million dollars (\$1,000,000), and must remain in place for the duration of the agreement.

36.2. The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of New Mexico. Attorneys in-fact who sign performance bonds must file with each bond an effectively dated copy of their power of attorney, bearing the seal of the company evidencing such agent's authority to execute the bond. In case of extension or renewal of this Agreement, Contractor shall furnish a performance bond in the same amount, or subsequently negotiate an amount under the same terms as for the initial agreement. The original surety, however, is in no way obligated to extend or renew the bond.

36.3. This Agreement shall be subject to termination by the County at any time if said bond shall be canceled, or the surety thereon relieved from liability for any reason. Notice of cancellation of the bond must be served upon the County six (6) months prior to the effective date of said cancellation. The Agreement will not be terminated if, within thirty (30) days of such notice, Contractor files with the County a similar bond to be effective for the balance of the contract period.

37. Liability Insurance. Contractor agrees to maintain in full force throughout the duration of the Agreement a liability insurance policy with a minimum coverage of \$1,000,000.00 per occurrence/ \$2,000,000.00 aggregate.

38. Notices. Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: Valencia County
Danny Monette, County Manager
PO Box 1119
Los Lunas, NM 87031

To the Contractor :
UWS, Inc.
Attn: Matt Blackburn, Executive Vice-President
PO Box 3038
Whittier, CA 90605

39. **Interface with Local Solid Waste Ordinances.** County and Contractor shall comply with the terms of any County ordinance relating to solid waste and/or disposal management. All terms and phrases used in this Agreement shall be interpreted consistent with the provisions in any Solid Waste Ordinance, unless otherwise expressly provided herein.
40. **County Solid Waste Ordinance.** The County agrees to make such modifications to its Solid Waste Ordinance as shall be necessary to implement the terms of this Agreement where determined to be necessary by the County, including any continuing modification of said Solid Waste Ordinance during the term of this Agreement and any optional extension hereof.
41. **Quality of Service Study.** The County may conduct a quality of service survey annually or at such time periods as the County deems reasonable. Contractor will pay up to \$1,000.00 if requested for the cost of the survey. The Contract Manager will coordinate the preparation of the survey with Contractor, who may provide input into the questions in the survey.
42. **Areas to be Served; Routes, Schedule.**
- 42.1. **Areas to be Served.** Service shall be provided to all areas within the unincorporated limits of the County and any tracts, territories and areas hereafter annexed to, or acquired by the County.
- 42.2. **Routes and Schedule of Collections.** Contractor shall provide the Contract Manager with schedules of residential collection routes, and keep such information current at all times. In the event of changes in routes or schedules that will alter the day of pickup, Contractor shall so notify each consumer affected, in a manner and time as is reasonable.
- 42.3. **Areas non-conducive to roadside collection will be addressed as follows:** Each area that is not conducive to roadside collections will be evaluated individually and collections solutions will be developed to ensure that all households desiring and paying for collection services will receive said services.
43. **Waste Facility Registration.** The Contractor is responsible for registration, renewal, and/or permitting of any of the waste facilities the Contractor operates as a requirement of this Agreement. Registration and/or permitting will be maintained in accordance with State regulations.
44. **Hours of Collection.** Normal hours of collection shall be as specified below. Exceptions will be approved by the Contract Manager only when necessary to complete collection of a route due to

unusual circumstances. Residential collection shall be between the hours of 7:00 a.m. to 6:00 p.m. Monday through Friday, and 7:00 a.m. to 1:00 p.m. on Saturday.

45. **Collection Holidays.** Contractor may choose to observe the following holidays, on the officially observed day, as non-collection days: New Year's Day, Thanksgiving, and Christmas. If Contractor observes the above listed holidays as non-collection days, then collection shall occur on the next day of the week and all other collection days shall be pushed by one day hence. The suspension of collection service on any designated holiday in no way relieves Contractor of the obligation to provide collection service at least once per week. Extending the hours of collection to meet this obligation is subject to the Contract Manager's approval.

46. **Operations; Necessary Equipment and Containers; Repair and Maintenance.**

Contractor shall provide an adequate number of vehicles to collect solid waste in accordance with the terms of this Agreement. The vehicles shall be licensed in the State of New Mexico and shall be operated in compliance with all applicable state, federal and municipal regulations. The vehicles shall be manufactured and maintained to conform to the appropriate American National Standard Institute's standards and meet all Department of Transportation ("DOT") standards. All vehicles and other equipment shall be kept in proper repair and sanitary condition. Each vehicle shall bear at a minimum the name and telephone number of Contractor plainly visible on both sides of the vehicle. Each vehicle shall be uniquely numbered in numbers at least three (3) inches high. Each vehicle shall have at least one broom and shovel to clean up solid waste that may be spilled or otherwise scattered during the process of collection. All vehicles shall be sufficiently secured and/or maintained so as to prevent any littering of solid waste.

- a. All trucks or other equipment used in collecting solid waste shall be thoroughly cleaned and deodorized or maintained in a sanitary and nonoffensive condition.
- b. Contractor shall properly maintain all Contractor owned collection equipment, vehicles, and containers, and endeavor to keep the same serviceable. When they are no longer serviceable, such items of equipment should be replaced with property in proper operating condition.
- c. Contractor will perform all maintenance and repairs upon Contractor provided containers in order to keep them in proper operating order. Contractor shall be entitled to seek restitution for all maintenance or repairs occasioned by the negligent or intentional acts of third parties from such responsible third parties. Contractor will bill customers for destroyed or damaged equipment that was caused by the customer's negligent treatment of equipment, such as burned or destroyed carts or dumpsters.
- d. Contractor may make private collections with the same vehicles used for collections under this Agreement, provided that such use in no way impairs the delivery of service required under this Agreement.

47. **Inspection of Equipment.** Contract Manager shall have the right to inspect all vehicles, equipment and containers used by Contractor in carrying out the requirements of this Agreement. Contractor shall promptly perform all corrections of conditions found to be in violation of any County Ordinances or state or federal laws.

48. **Landfill/Disposal Site.** All waste is to be taken to a registered or permitted facility.

49. **Insurance.** Contractor shall maintain in full force and effect throughout the term of this Agreement, and throughout any extension or renewal thereof, insurance in the minimum amounts as follows. Employer's liability coverage will be required of Contractor and any subcontractor for any class of employee engaged in work under this Agreement that is not protected under the Workmen's Compensation Statute. All insurance will be by insurers acceptable to the County and authorized to do business in the State of New Mexico.

Fire and extended related coverage and liability insurance for all collection equipment and facilities shall also be provided. Within ten (10) days after the execution date of this Agreement, Contractor shall furnish the County with certificates of insurance or other satisfactory evidence that such insurance has been procured and is in force. Such policies shall not thereafter be canceled, permitted to expire, or changed without sixty (60) days advance written notice to the County (10 days for non-payment of premium).

Coverage	Minimum Limits of Liability
Workman's Compensation	Statutory
Employer's Liability	\$1,000,000 Each accident \$1,000,000 Disease - Each employee \$5,000,000 Disease - Aggregate
General Liability: Bodily Injury and Property Damage	\$5,000,000 Each Occurrence/\$6,000,000 aggregate
Excess Umbrella Coverage	\$10,000,000 each occurrence/\$10,000,000 aggregate
Environmental Pollution: Gradual and Sudden Releases Into Environment	\$2,000,000 Each Occurrence \$5,000,000 Aggregate

Contractor shall name the County as an additional insured, and shall insure the County in the same general terms and to the same general effect as any agreement of Contractor, to indemnify and hold harmless the County. Insurance limits and coverage requirements shall be reviewed at annual intervals from the execution date hereof, and may then be adjusted at the option of the County. The County shall not require an increase greater than the average insurance coverage required by Counties of similar size in the southwest United States. All policies must contain a provision requiring the insurer to notify the County at least sixty (60)

days prior to cancellation of any policy (10 days for non-payment of premium). The County, its officers or employees will not be responsible for any claims or actions occasioned by the failure of Contractor to comply with the provisions of this paragraph.

50. **Lawsuits/Litigation.** Contractor shall pay any judgment which may be obtained against the County either alone or jointly with said Contractor, for injury or damage to persons or property by reason of the performance or nonperformance by Contractor of the terms of this Agreement. If the County alone shall be sued for such injury or damage, Contractor shall be provided immediate written notice by County and Contractor shall appear and defend such action unless caused solely by the negligence of the County.
51. **Compliance with Law.** In its performance of the terms and conditions of this Agreement, Contractor shall comply with all County, state and federal laws, ordinances and regulations which are now or which may hereafter regulate the activities, which are the subject of this Agreement. Contractor shall keep informed of all existing and future laws, ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having jurisdiction or authority over the same. Contractor shall at all times observe and comply with, and shall cause all its agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees. Contractor shall protect and indemnify the County and all its officers, agents, and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order and decree.
52. **Exclusive Right; Exclusion.** The County does hereby grant to Contractor, and Contractor shall have, the exclusive duty, right and privilege to collect and dispose, or otherwise handle, all residential Solid Waste, Recyclable Materials, and Bulky Goods (as these terms are defined in NMSA 1978, Section 74-9-3 (1990)) generated, deposited, accumulated or otherwise coming to exist in the unincorporated areas of the County ("Contract Area"). All residential premises, including multi-family complexes, within the Contract Area shall be encouraged by County to utilize the collection services of Contractor provided hereunder. However, nothing in this Agreement shall prevent the owner or occupant of any residential premises from personally transporting Solid Waste or Recyclables generated said premises for purposes of disposing of the same at an authorized disposal area or transfer station. Such exclusive right shall not preclude the County from engaging in community or illegal dump cleanups of generated, deposited, accumulated or other residential solid waste otherwise coming to exist in the unincorporated areas of the County, or otherwise engaging any Contractor to conduct such activities on its behalf.
53. **Reporting** The Contractor shall provide a formal written quarterly status report delivered to the Contract Manager. The format shall be approved by the Contract Manager prior to issuance of the first (1st) status report. The status reports shall include, but not be limited to, the following:

- 53.1. Overall completion status of each outstanding deliverable in terms of the approved work plan and schedule;
- 53.2. Accomplishments during the period.
- 53.3. Upcoming Milestones, completed Milestones, slipping Milestones;
- 53.4. Problems encountered and proposed/actual resolutions;
- 53.5. What is to be accomplished during the next reporting period;
- 53.6. Issues that need to be addressed;
- 53.7. Usage statistics as follow:
 - Number of households served
 - Number of households that are delinquent
 - Number of tons accepted at the Conejo waste facility
 - Number of tons collected from recycle bins
 - Number of complaints received
 - Number of unresolved complaints
 - Results of community collection events, if applicable
 - Additional items requested by the Contract Manager

54. Damages

Recovery of Damages.

54.1 **Compensatory.** The County may claim and the Contractor shall pay, or if not paid, the County may draw upon Contractor's performance bond or any other instrument of performance assurance to pay compensatory damages, including, but not limited to, amounts equal to any franchise fees, liquidated damages or other amounts that Contractor has paid to County but that are subsequently recovered from County by a trustee in bankruptcy as preferential payments or otherwise.

54.2 **Liquidated/Other Damages.** With the exception of the liquidated damages pertaining to the commencement of services pursuant to Paragraph 15, subsequent to a six (6) month transition period during service start-up, in accordance with the appeal procedures set forth below, the County may claim and the Contractor shall pay, or if not paid, the County may draw upon Contractor's performance bond or any other instrument of performance assurance to pay liquidated and other available damages. The parties acknowledge: (1) County incurred considerable time and expense procuring this Agreement in order to secure an improved level and quality of recycling and compliance with solid waste mandates; (2) Consistent and reliable franchise services, including collection of putrescible wastes that attract vermin and vectors are of the utmost importance to the public health, safety, and well-being of residents and businesses in County; and (3) The following liquidated damages represent a reasonable estimate of the amount of damages, considering all of the circumstances existing on the date of this Agreement, including the relationship of the sums to the range of harm to County that reasonably could be expected and anticipation that proof of actual damages would be costly or inconvenient.

54.3. The following acts or omissions shall be considered a breach of the contract and for the purpose of computing damages. It is agreed that the County may draw upon Contractor's

performance bond or any other instrument of performance assurance, the following amounts as liquidated damages for each infraction:

1. Collection of residential solid waste prior to 7:00 a.m. or after 7:00 p.m. \$300.00 each case.
2. Persistent failure to respond to legitimate service complaints of customers. (Persistent shall be over twenty (20) per month). \$50.00 each additional legitimate complaint over twenty complaints. The Contractor shall perform a service of high quality and keep the number of legitimate complaints to a minimum. In order that the County may be informed of the quality of service, the Contractor agrees to maintain a record of all complaints for inspection by the County Manager whether received in person, by mail, by e-mail or telephone. The Contractor agrees to furnish a quarterly report listing the name and address of the complainant, the nature of the complaint, and the disposition of each complaint. Legitimate complaints received before 12:00 noon each day shall be serviced by 5:00 p.m. that day unless doing so is commercially impossible. Complaints received after 12:00 shall be serviced before 12:00 noon the following calendar day. A claim shall be considered legitimate if it relates to a failure by the Contractor to perform its duties hereunder.
3. Failure to clean vehicles and maintain in good working condition \$50.00 each vehicle per occurrence.
4. Failure to keep vehicles closed or covered in accordance with state and local law. \$50.00 per occurrence.
5. Loaded vehicles left standing on the road unnecessarily for a period of more than one hour or four hours if mechanical issues are involved. \$50.00 per occurrence.
6. Failure to maintain schedule established and given as a requirement of this Agreement in writing to the public and the County. \$50.00 per violation of route schedule.
6. Failure to respond to complaints as required by this Agreement \$50.00 each case.
7. Failure to pick up scattered debris caused by the Contractor \$50.00 each case
8. Failure to notify County of route or material change \$100.00 each case.
9. Late Annual Certified Audit \$100.00 each day.
10. Failure to have backup equipment, which results in delayed collections. \$50.00 each case.
11. Improper disposal of recyclables \$200.00 each load.
12. Failure to replace damaged container \$100.00 each case.
13. Hydraulic spills/leaks on roads directly caused by Contractor equipment not remediated within a 72-hour time period \$250 each case.
14. Failure to provide requested information within seven (7) calendar days per the Agreement \$500.00, plus \$100 per calendar day after the initial seven (7) calendar days.
15. Failure to commence automated or semi-automated collection services after expiration of the transition period, or force majeure extension. \$500.00 each day, accruing until 100% of the customers in the Service Area are provided automated or semi-automated residential collection services

54.4. Prior to claiming liquidated damages, the County shall notify the Contractor in writing of the specific complaint(s) for which liquidated damages are claimed. Such notice must be provided no later than ten (10) days after the end of the month in which the complaint occurred. The Contractor may contest the imposition of liquidated damages by notifying the County of its intent to do so within ten (10) days of receipt. The Contract Manager shall meet with the Contractor and attempt to reasonably resolve such protest based on available evidence. In the event the matter cannot be resolved, the Contractor may petition the Board within ten (10) days of Contractor's inability to resolve the protest with the County Manager.

54.5. By placing its initials below, each party specifically confirms: (1) the accuracy of the statements made in this Subsection; and (2) that it has had ample opportunity to consult with legal counsel and obtain an explanation of liquidated damage provisions prior to signing this Agreement.

[Handwritten initials]

55. Bankruptcy and Condemnation. In no event shall this Contract be deemed an asset of Contractor for the benefit of creditors, the adjudication in bankruptcy, the appointment of a receiver or trustee, or the issuance of a Writ of Execution, a Writ of Attachment, a Writ of Replevin, or other court order against Contractor or Contractor's property whereby the demised premises or any building or buildings, or alterations, additions, or improvements thereon, shall be taken or occupied or attempted to be taken or occupied by someone other than the Contractor.

56. Customer Service Office The Contractor shall establish and maintain an office within the boundaries of Valencia County at a location approved by the County Manager for processing payments, processing complaints and applications for services. Such office shall remain open during normal business hours from 8:00 a.m. to 5:00 p.m. Monday through Friday, except for approved holidays. All payments will be remitted to a Valencia County address. The Contractor shall operate the office, with a local, toll-free telephone number. No mechanical/electronic substitution shall be permitted nor shall the use of an answering service be permitted in place of the Contractor's personnel during times of residential service routes. The Contractor shall provide a 24-hour "live" telephone service for use by the County in the event of an emergency.

57. Complaint Procedure

57.1 The Contractor shall employ a sufficient number of personnel to answer all complaints from the public concerning Service of the Contractor and shall equip the office with a telephone system, which shall include and automatic telephone answering device or answering service for processing complaints of the public during non-business hours. Contractor shall also keep a telephone listing in the telephone directory, County website, Contractor website and post on office, signs, trucks, bins, containers and dumpsters and provide contract information calendars and route maps for customer service.

57.2. All complaints shall be promptly investigated as soon as possible and in any event within 24 hours, and resolve as quickly as feasible and practicable. Contractor shall have available at all times, competent personnel who shall have the authority to represent the

Contractor and its relations with the County and public. The contractor shall supply the County with a summary of all complaints on a form approved by the Contract Manager is submitted quarterly with its quarterly reports as set forth in Paragraph 53. Additional information reasonably available to the Contractor regarding complaints shall be furnished to the Contract Manager upon request. When a complaint is received on the day preceding a holiday or on a Saturday, it shall be serviced no later than the next working day.

57.3 The Contractor agrees to advertise in the local news media periodically advising residents of the County of the special pickup services made available to the public by the Contractor.

58. **Contract Manager** The County will designate a Contract Manager for this Agreement who shall be the official contact between the Contractor and the County in all matters concerning this Agreement. All events, problems concerns or requests affecting this Agreement shall be reported by the Contractor to the Contract Manager in a timely manner. Periodic reports shall be delivered to the Contract Manager as well as requested changes to the Scope of Work, service routes, staffing or the use of subcontractors.

59. **Service Facility** The Contractor shall establish and maintain a facility at which it stores its equipment within the boundaries of Valencia County at a location approved by the County Manager to support the waste collection services provided to Valencia County under the terms and conditions of this Agreement.

60. Collection Equipment

60.1 The Contractor shall use only serviceable collection equipment. Equipment serviceability shall be determined by the County Manager. Packer trucks shall completely, adequately and fully accommodate the use of approved, covered, commercial type refuse containers, for collection from large residential units. Contractor agrees to meet State Air Pollution Emission Standards as they apply to equipment.

60.2 All trucks used in collecting refuse shall be thoroughly cleaned at least once each week and deodorized or disinfected when necessary to maintain such equipment in a sanitary and non-offensive condition. Refuse material shall be handled in accordance with all requirements of the EPA and/or state requirements. All Trucks shall be reasonably maintained to prevent hydraulic and engine oil leaks. All truck bodies shall be reasonably maintained to prevent any "truck trash juice" leakage.

60.3 All trucks and collection equipment shall be clearly identified with the Contractor's firm name and telephone number affixed thereto. Collection trucks shall be painted uniform colors and shall be equipped with such safety devices and warning lights as shall be required by New Mexico law or County ordinances. Each collection truck shall be equipped with a shovel and a broom for picking up spilled refuse. All vehicles shall be equipped with a fire extinguisher and appropriate first aid kit.

60.4 The Contractor shall not transfer, sell, assign, lease, surrender, abandon, or permit

to lapse his title or right of possession in and to any real or personal property used in the performance of this Agreement without replacing such property with property of comparable value for use in performance of the work required. Any attempt to do so without such permission shall constitute a material breach of the Agreement.

60.5 The Contractor shall properly maintain all Contractor-owned collection equipment, vehicles, and containers, and endeavor to keep the same serviceable. When they are no longer serviceable, these items of equipment will be replaced as provided in subsection 61.4 above.

60.6 The Contractor shall provide to each residential customer one 96-gallon wheeled Polycart container with a hinged lid.

61. Maintenance of Containers

61.1 The Contractor shall service and replace, at no cost to customer or the unsightly, inoperable or damaged refuse bins and containers. Repair work will be done in a timely manner and Contractor will insure they are returned to the proper operating order.

61.2 The Contractor shall be entitled to seek restitution for all service and replacement costs occasioned by the negligent or intentional acts of third parties.

62. Community Clean Up Programs

62.1. The contractor shall participate in six illegal dump abatement Clean-Ups each year, the dates of which are to be determined by the County Manager and the Contractor at least 60 days in advance. Contractor will also support community efforts regarding annual Cleanups including the Great American Cleanup and Trek for Trash.

62.2. None.

62.3. The Contractor shall furnish, deliver, transport, and pick up a maximum of 3 40-yard metal containers for each illegal dump cleanup event or 20 containers total throughout the 6 illegal dump cleanups.

62.4. The Contractor shall assist the Contract Manager in marketing and bringing public awareness to the event by providing event marketing.

62.5. The Contractor will be responsible for moving all collected refuse off the County's site within twenty-four (24) hour of the end of the event.

62.6. The Contractor may provide a technical representative to identify acceptable refuse.

63. Household Hazardous Waste Program

63.1. The Contractor shall participate in two Household Hazardous Waste days each year, the dated of which shall be determined by the County Manager and the Contractor at least 60 days in advance.

63.2. A Household Hazardous Waste day shall consist of a Saturday from 9:00 a.m. to 1:00 p.m. and shall be at the Conejo Collection Center.

63.3. The Contractor shall provide qualified personnel to evaluate household hazardous waste streams and to assist the County in the on-site organization of collected materials.

63.4. The Contractor shall assist the Contract Manager in the marketing and bringing public awareness to the Household Hazardous Waste Program by providing marketing of the event.

64. Electronic Waste Program

64.1. The Contractor agrees to accept Electronic Waste year-round at the Conejo Collection Center, as well as participate in two community events that coincide with the annual Great American Cleanup and America Recycles! Day. 64.2. The Contractor shall furnish 30-yard metal containers as needed for designated site(s)

64.3. The Contractor shall assist the County in marketing and bringing public awareness to the Electronic Waste Program.

64.4. The Contractor will dispose of Electronic Waste utilizing a certified NM-based E-Waste recycling company, such as Albuquerque Recycling, Inc. or non-profit organizations, such as Goodwill Industries of New Mexico.

65. Mobilization Within thirty (30) days after the execution date of this Agreement, the Contractor agrees to provide the Contract Manager updated plans and schedules for the mobilization and operation of the waste collection, operation of the Conejo waste transfer facility and the improvements thereto.

66. Operation and Management of Conejo Collection Center. The Contractor shall be afforded a nonpossessory interest in the Conejo Collection Center, and assume full responsibility for operating, maintaining and improving the County-owned "Conejo" waste facility for the term of this Contract. Additionally, the Contractor shall complete construction improvements within six (6) months from commencement date, and offer optional recycling drop off area(s) to each resident served at no additional cost. The Contractor will be fully responsible for all fiscal aspects of the operation of Conejo, including but not limited to tipping fees for disposal, and permitting of the Conejo facility and will retain all revenues generated therefrom.

66.1 Utilities. Contractor will pay for the extension of all necessary utilities to the Conejo Collection Center and will pay promptly all utility charges which may be incurred in connection with the operation of the facility, and will hold the County harmless therefrom.

Contractor will pay all costs associated with the acquisition of utility meters and utility service to the facility.

66.2 Maintenance and Improvement. Contractor will keep the Conejo Convenience Center in good order, repair and condition. Contractor will make all repairs to, and renewals and replacements, necessary to keep the convenience center in good order. Contractor may make any additions, modifications or improvements to the convenience center as the Contractor and the County may agree in writing. Title to any such additions or modifications vests in the County.

66.3 Inventory, Maintenance and Title to FF&E. Contractor and County will make an inventory of all furnishings, fixtures and equipment (FF&E) located at the convenience center or attached to the convenience center. The County will note on the Inventory the condition of each piece of inventoried property. All replacements of FF&E will be at Contractor's expense. Upon the County's request, Contractor will cooperate in an annual joint review and audit of all FF&E. No FF&E will be removed by Contractor from the convenience center without the prior approval and consent of the County; and, appropriate and adequate compensation or replacement by the Contractor. Title to all FF&E listed on the Inventory remains with the County.

66.4 Contractor's Machinery and Equipment. During the term of this Contract, Contractor will have sole and exclusive right, in its sole discretion and at its own expense, to install items of moveable machinery and equipment in or upon the convenience center and support facilities.

66.5 Signs and Personal Property. Contractor may place signs at the Convenience Center only with the advance written approval of the County, which approval shall not be unreasonably withheld. All personal property, signs and improvements of Contractor, its employees, agents, customers and invitees kept at the Convenience Center shall be at the sole risk of the Contractor, and County shall not be liable for any damage thereto.

66.6 Taxes. Contractor assumes and agrees to pay, before they become delinquent, all taxes, including but not limited to, taxes assessed by the Valencia County Assessor and the Middle Rio Grande Conservancy District (if applicable) (Name of Conservancy District or other specific tax), which may be lawfully levied and assessed against either the Collection Center, the improvements constructed thereon, or the contents therein, or all of these, during the term of this Contract, The County shall forward all tax billings received to Contractor.

66.7 Inspection. Contractor will permit the County to inspect the operation and management of the Conejo collection center at all reasonable times to inspect the condition, use, safety or security of the collection center and any improvements thereon.

66.8 Compliance with Laws. Contractor will comply with all applicable federal, state and local laws and ordinances and with all applicable rules and regulations of County, and will insure that those persons using the collection center so comply. Contractor shall indemnify County and hold it harmless from and against any and all claims, damages, loss and liability (including, but not limited to attorney's fees and costs of litigation) suffered by County by reason of Contractor's failure to comply with the foregoing terms of this paragraph. Contractor will additionally be responsible for all necessary permitting of the facility, and compliance with all local, state and federal environmental laws.

66.9 Non-Discrimination. Contractor, with respect to employment of staff and to those persons using the collection center and/or receiving services from Contractor, shall not discriminate unlawfully with respect to race, sex, national origin, age, physical handicap, religion or as to any other class protected against discrimination by applicable state or federal laws.

66.10 Indemnity. Contractor shall defend, indemnify and hold County harmless from action, proceedings, loss, costs, damages, liability and all other liabilities and expenses, including but not limited to attorney's fees, and cost of litigation, incurred by County by reason of any claim against County arising out of this Agreement, except those claims arising out of the active conduct or negligence of County employees acting in the course of their employment for the benefit of the County and not Contractor.

66.11 Expiration. Upon expiration of this Agreement, Contractor will peaceably surrender to County all improvements thereon in good condition and repair.

66.12 Insurance. Contractor shall carry and maintain in full force and effect during the term of this Agreement at Contractor's sole cost and expense, public liability insurance covering bodily injury, disease, illness or death and property damage liability, in a form and with an insurance company acceptable to County, with limits of coverage not less than \$750,000 for each person and \$1,500,000 in the aggregate for bodily injury, disease, illness or death with respect to any one occurrence, and \$250,000 for each accident for property damage liability, for the benefit of both Contractor and County as protection against all liability claims arising from the operation, maintenance, and improvement of the convenience center, causing County to be named as an additional-named insured on such policy of insurance, and delivering a copy thereof to County upon the commencement of the term of this Agreement.

66.13 Early Termination of Operation and Maintenance Agreement. County may terminate the obligations set forth in Section 66 of this Agreement in the event that County determines that the Collection Center is needed by the County or any agency or other unit of the State of New Mexico. Should such a determination be made, Contractor shall be entitled to ninety (90) days' notice, in writing, from Contractor of early termination of this Agreement. Should the County implement Early Termination and Maintenance under 66.13 of this Agreement, County will compensate Contractor for the cost of improvements to date.

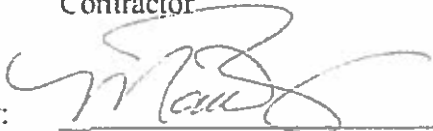
67. Termination on Protest. The Board additionally reserves the right to terminate this Contract upon thirty (30) days' notice without any further liability to the County should this Contract become the subject of a legal challenge, or if the validity of this Contract is called into question by virtue of a legal challenge, and the Board determines such termination to be in the best interests of the County. In such instance, the County shall not be subject to a claim for any legal or equitable relief by the Contractor, including, but not limited, to claims for mobilization fees, lost profits, or any other claims for damage or loss.

68. Disposition of Trailers. Contractor agrees to purchase at fair market value the four hauling trailers owned by the County subject to an appraisal approved by the New Mexico Department of Finance and Administration, Local Government Division.

69. Existing Personnel. Contractor agrees to hire existing personnel to the extent that the existing employees meet Contractor's requirements for employment.

[Signatures on following page] IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the Board of County Commissioners below.

Contractor

By: 
Name: Matt Black
Title: VP

Date: 8/18/17

Address: PO Box 3038 Whittier, CA 90605

By: 
Valencia County Manager

Date: 8/23/17

Printed Name: Danny Monette

Address: 444 Luna Ave.
Los Lunas, NM 87031

By: 
Valencia County Purchasing Agent

Date: 8/23/2017

Printed Name: Michelle Romero

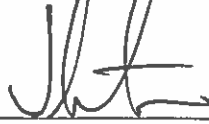
Address: 444 Luna Ave.
Los Lunas, NM 87031

BOARD OF COUNTY COMMISSIONERS

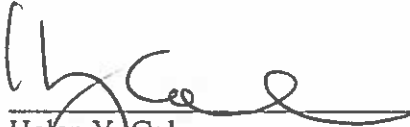
APPROVED, ADOPTED AND PASSED on this 23rd day of August, 2017.

VOTED NO

Charles Eaton
Chair, District IV



Jhonathan Aragon
Vice-Chair, District V



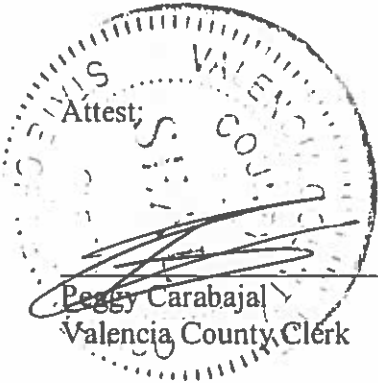
Helen Y. Cole
Commissioner, District I



Billy Ray Martinez
Commissioner, District II

VOTED NO

David Hyder
Commissioner, District III



ATTACHMENT 1

SCOPE OF WORK

The Contractor shall:

1. Contractor agrees to provide complete and adequate refuse collection service (hereinafter "Service") scheduled (weekly) non-mandatory road-side waste collection for all households in the unincorporated portions of Valencia County that desire collection services at a uniform monthly rate as approved by the County.
2. Subsequent to implementing the waste collection service and based on market demand and participation, Contractor will develop plans to implement Phase 1 of the recycling portion of this contract, which is a pilot project targeting customers along St. Rds 47 and 314. Following an evaluation of the Phase 1 project, Phase 2 involves implementing the service throughout the County.
3. Contractor agrees to assume full responsibility for operating, maintaining and improving the County-owned "Conejo" waste facility. Contractor will retain all revenues generated at the rates approved by the Board. Such improvements shall be completed in accordance with the approved project schedule within six months of commencement date. These improvements must include at a minimum, the increased unloading capacity to accommodate at least ten (10) vehicles dumping continuously and simultaneously. The design must allow for ten (10) vehicles to wait in-line within the property boundaries. Additionally, the design improvements must address litter control and the containment of blowing trash during unloading due to high winds. Contractor will build a new waste receiving area with a 14 vehicle simultaneous unloading capacity. The design addresses litter control and trash containment through the use of fencing and retractable mesh barriers. The access road will accommodate up to ten vehicles within property boundaries.
4. Contractor agrees to assume full responsible for all fiscal aspects of the operation of the Conejo waste facility and will retain all revenues generated at the rates approved by the County.
5. Contractor agrees to assume full responsibility for all aspects of billing as well as payment and collections management.
6. Contractor agrees to support community outreach programs as directed by the Contract Manager. Contractor agrees to provide community outreach for special events in which the Contractor is an active participant.
7. Contractor agrees to support no less than six (6) community clean-up events annually as directed by the Contract Manager. Contractor will assist with the abatement of 6 illegal dumpsites in the County by providing up to twenty 40-yd. roll off containers. The County will provide in-kind assistance in the form of labor and equipment, including flatbed trailers, dump trucks, and a front-end loader, as necessary.

Contractor will provide up to 80 cu. yds. of waste and/or recycling containers to support special refuse collection at County events, upon County request.

Contractor will implement the We Are Winner! Youth Partnership Program, supporting up to 20 youth group cleanups per year that will help offset costs of registration.

8. Contractor agrees to provide no less than two bulk item pick-ups annually, per customer, (appliances, furniture, etc.). Contractor will provide each subscribed household two vouchers per year for a free bulk item disposal at the Conejo Collection Center. Contractor will designate one day per year for bulk item pickup for customers in the Special Assistance Program.

9. Contractor agrees to offer discounted monthly rates for indigent households that meet the criteria set forth in the Contractors proposal. Contractor agrees to provide an indigent program based upon the U.S. Federal Poverty Guidelines to provide discounts to indigent households.

10. Contractor agrees to support the County recycling efforts by placing and timely replacing full recycling containers at locations throughout Valencia County. There shall be no charge for the use of containers. Contractor will place four 30-yd. recycling containers throughout the County at Volunteer Fire Departments.

11. Contractor agrees to support (semi-annual) community collection events for electronic equipment and hazardous house hold waste as directed by the Contact Manager. Contractor will collect electronic waste on an ongoing basis at the Conejo Collection Center. Contractor agrees to support two HHW events annually, collecting HHW at the Conejo Collection Center on two designated days per year.

12. Provide community outreach and education to residents.

Contractor agrees to provide initial and ongoing community outreach for the purpose of increasing household subscriptions on a continuous basis. Contractor will provide ongoing outreach to customers to provide information concerning the collection service and Conejo operations. Contractor will utilize a variety of methods, including presentations, social media, and cleanup events to educate the public on environmental issues, including recycling, litter, illegal dumping, and beautification.

ATTACHMENT 2

Rate Schedule and Fees

ROAD – SIDE SERVICE

Proposed Monthly Charge PER HOUSEHOLD, (One [1] Waste Bin) =	\$21.07 + \$2.11 Franchise Fee (10%) = \$23.18
Proposed Monthly Charge PER HOUSEHOLD, (One [1] Recycle Bin) =	\$3.00 + \$.30 Franchise Fee (10%) = \$3.30
Proposed Monthly Charge for EACH extra Waste Bin =	\$ 8.42 + \$.84 Franchise Fee (10%) = \$9.26
Proposed Monthly Charge for EACH extra Recycle Bin =	\$1.20 + .12 Franchise Fee (10%) = 1.32

CONEJO TIPPING FEES

Top of Pickup Bed=	\$5.00
Top of Pickup Cab=	\$10.00
10ft. Trailer (based on 2ft high sides)=	\$15.00
12ft. Trailer (based on 2ft high sides)=	\$20.00
14ft. Trailer (based on 2ft high sides)=	\$25.00
16ft. Trailer (based on 2ft high sides)=	\$45.00
10ft. Horse/Cattle Trailer =	\$25.00