

BOARD OF COUNTY COMMISSIONERS

DATE: August 19, 2008

AGENDA ITEM NO.

25.

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

County Administrator's Signature: 

Subject:

Approval of Final Negotiated Contract - Landfill Operation- Bridgeway Acres
Contract No. 078-0117-P (AM)

Department:

Utilities / Purchasing

Staff Member Responsible:

Tom Crandall / Joe Lauro

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) AWARD THE FINAL NEGOTIATED CONTRACT FOR LANDFILL OPERATION - BRIDGEWAY ACRES WITH VEOLIA ES SOLID WASTE SOUTHEAST, INC., (VEOLIA) OCALA, FLORIDA

IT IS FURTHER RECOMMENDED THE CHAIRMAN SIGN THE AGREEMENT AND THE CLERK ATTEST.

Summary Explanation/Background:

On February 1, 2008, the Purchasing Department on behalf of the Utilities Solid Waste Department, let a Request For Proposal (RFP) for Landfill Operation of Bridgeway Acres. On April 2, 2008, the Evaluation Committee consisting of three (3) staff members from the Solid Waste Department, a staff member from the City of Dunedin Solid Waste Department, and one (1) staff member from Polk County Solid Waste Department, along with a member of the Purchasing Department acting as facilitator, met to evaluate and score the sole proposal received.

The Committee evaluated the firm per the following criteria:

- | | |
|----------------------------------|-------------|
| 1. Price | 1000 Points |
| 2. Financial Capability | 300 Points |
| 3. Technical Experience | 600 Points |
| 4. General Company Experience | 400 Points |
| 5. Management and Operation Plan | 800 Points |
| 6. Personnel Requirements | 500 Points |
| 7. Equipment Requirements | 400 Points |

At the completion of the evaluation the proposal from the sole proposer, Veolia attained a score of 3,707.20 of a possible 4000 Points, or 92.7%.

There were several firms who expressed interest in submitting a proposal; ultimately one proposal response was received by the County from Veolia who is the contractor performing on the existing contract with the County. Reasons for a single response received by the County for the RFP are as follows:

- Several of the firms expressing interest were construction firms, not experienced in landfill operations.
- The County landfill operations and its requirements are unique due to the fact that the landfill only handles waste that is not combusted in the Waste-to-Energy Plant, yet the operator must be prepared to handle large volumes of waste on very short notice. The scope of work includes a large number of different activities including landfill operations at the Class I and III landfill areas, hauling/handling ash, operation of the hand unload facility, operation of the mulch program, litter pick up on surrounding roadways and maintenance of the site and water conveyance systems.

The Evaluation Committee determined that the proposal submitted by Veolia was responsive to County requirements. Since it was the sole response received, County staff proceeded to negotiate a finalized agreement that required much communication and negotiation between Veolia and the County resulting in delays arriving at a finalized agreement.

The finalized agreement is now presented to the Board for consideration. The services to be provided on the contract shall commence upon execution of the agreement and continue for a period of seven (7) years. The contract may be renewed upon mutual agreement for three (3) additional years. No extension may be made unless all terms and conditions of the agreement remain the same. The unit prices, lump sum prices and unit values charged by Veolia shall be adjusted on an annual basis beginning April 1, 2009 and each subsequent twelve (12) months thereafter, as reflected by fluctuations in the Consumer Price Index, U.S. City Average, All Urban Wage Earners and Clerical Workers (CPI-W) U.S. City Average, as published by the U.S. Department of Labor, Bureau of Labor Statistics.

On a monthly basis, the invoice submitted by Veolia shall 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 for vehicles/equipment used in landfill operations. 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 annually for Contingency Work.

Fiscal Impact/Cost/Revenue Summary:

Estimated Cost for Seven (7) Year Initial Contract Period Not to Exceed \$80,000,000.00
(Cost includes expected base costs, likely unit cost task assignments, contingency work cost and escalation from CIP and fuel adjustments)

Annual Requirements will be funded through the Solid Waste Operating Budget. No property taxes are involved.

Exhibits/Attachments Attached:

1. Contract Review(s)
2. Finalized Agreement
3. Evaluation Criteria Tabulation Sheet



PURCHASING DEPARTMENT
CONTRACT REVIEW TRANSMITTAL

CATS
NO.:

24295

PROJECT: LANDFILL OPERATION- BRIDGEWAY ACRES

BID NUMBER: 078-0117-P (AM)

REQ. NUMBER: N/A

TYPE: ☐ Purchase Contract ☐ Other: ☐ Construction-Less than \$100,000 ☐ One Time

In accordance with the policy guide for Contract Administration, the attached documents are submitted for review and comment.

Upon completion of review, complete Contract Review Transmittal and forward to next Review Authority listed. Please indicate suggested changes by revising, in RED, the appropriate section of the document reflecting the exact wording of the change.

RISK MANAGEMENT: Please enter required liability coverage on pages: 14-15

PRODUCT ONLY ☐

This is an annual/semi-annual/one-time requirement contract. Estimated Expenditure: 4.5 MILLION (current contract annual estimate at time of approval)

REVIEW SEQUENCE	REVIEW AUTHORITY	REVIEW DATE	REVIEW SIGNATURE	COMMENTS (Attach Separate page if necessary)	COMMENTS INCORPORATED
1.	Purchasing Dept. Amelia McFarlane, PA Joe Lauro, Director, Candy Mancuso, Asst. Director	11/18	<i>[Signature]</i>	Final formatting needed	
2.	Using Department Robert Hauser/Director, Solid Waste	12/1-12/14	<i>T. Ambruster</i>	pg 5 spelling, pg 10 pg 19 pg 20 21, 22, 24, 26, 28 23 5cs	see attached memo

*Using Dept please check attached vendor list. Circle vendors you want bids mailed to. Add additional vendors with complete information (Name, Address, Phone and Fax)

3.	Risk Management Attn: Loretta Hunter (Check applicable box at right)	1/9/08	<i>[Signature]</i>	See pg 14, agreement #7	HIGH RISK NOT HIGH RISK
4.	BCC Finance Attn: Cassandra Williams	1/16/08	<i>[Signature]</i>		
5.	Asst. County Administrator Attn: Pick Talley	1/7/8	<i>[Signature]</i>		
6.	Asst. County Administrator Attn: Mark Woodard	1/22/08	<i>[Signature]</i>		
7.	Legal Attn: Michelle Wallace	1/25/08	<i>[Signature]</i>	Agreement Attached	

****RETURN ALL DOCUMENTS TO PURCHASING****

Make all inquiries to: Amelia McFarlane, CPPB Senior Procurement Analyst at Extension 43149

In order to meet the following schedule, please return your requirements to Purchasing by: As completed

06/2006 (ag)

TENTATIVE DATES

Legal Ad-BID/RFP Mail Out: TBD
BID/RFP Opening: TBD
Board/County Admin/Purchasing Director Approval: TBD

RECEIVED
DEC 19 2007
PURCHASING



PURCHASING DEPARTMENT
CONTRACT REVIEW TRANSMITTAL

CATS
NO.:

26812

PROJECT: Finalized Agreement- LANDFILL OPERATION- BRIDGEWAY ACRES

BID NUMBER: 078-0117-P (AM)

REQ. NUMBER: N/A

TYPE: ☐ Purchase Contract ☐ Other: ☐ Construction-Less than \$100,000 ☐ One Time

In accordance with the policy guide for Contract Administration, the attached documents are submitted for review and comment.

Upon completion of review, complete Contract Review Transmittal and forward to next Review Authority listed. Please indicate suggested changes by revising, in RED, the appropriate section of the document reflecting the exact wording of the change.

RISK MANAGEMENT: Please enter required liability coverage on pages: Risk: please review PRODUCT ONLY ☐
This is an annual/semi-annual/one-time requirement contract. Estimated Expenditure: 7,831,229.74 Annually

REVIEW SEQUENCE	REVIEW AUTHORITY	REVIEW DATE	REVIEW SIGNATURE	COMMENTS (Attach Separate page if necessary)	COMMENTS INCORPORATED
1.	Purchasing Dept. Amelia McFarlane, PA Joe Lauro, Director, Candy Mancuso, Asst. Director	7/21/08	<i>[Signature]</i>	Agreement provided to Purchasing as final negotiated agreement. Legal: Please provide clean, completed and approved as to form...copy for agenda. Thanks. Amc.	need rationale why only one proposal rec'd
2.	Using Department Robert Hauser/Director, Solid Waste	7/24/08	<i>[Signature]</i>		

Using Dept please check attached vendor list. Circle vendors you want bids mailed to. Add additional vendors with complete information (Name, Address, Phone and Fax)

3.	Risk Management Attn: Loretta Hunter (Check applicable box at right)	7/28/08	<i>[Signature]</i>		<input checked="" type="checkbox"/> HIGH RISK <input type="checkbox"/> NOT HIGH RISK
4.	BCC Finance Attn: Cassandra Williams	7/30/08	<i>[Signature]</i>	See attached comments pgs. 7, 35, 36, 39, & 41	OK
5.	DIRECTOR OF UNIFORMS Asst. County Administrator Attn: Tom Crandall	7/31/08	<i>[Signature]</i>	PG 27 minor change	OK
6.	Asst. County Administrator Attn: Mark Woodard	8/1/08	<i>[Signature]</i>		
7.	Legal Attn: Don Crowell/Michelle Wallace	8/6/08	<i>[Signature]</i>	Incomplete. Need business purpose for reference & correct. OK	OK

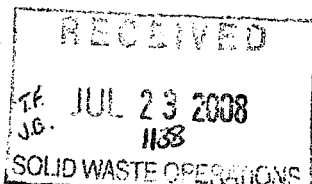
****RETURN ALL DOCUMENTS TO PURCHASING****

Make all inquiries to:	Amelia McFarlane, CPPB Senior Procurement Analyst	at Extension 43149
In order to meet the following schedule, please return your requirements to Purchasing by: NLT 7/30/08		

06/2006 (ag)

TENTATIVE DATES

Legal Ad-BID/RFP Mail Out: TBD
BID/RFP Opening: TBD
Board/County Admin/Purchasing Director Approval: 8/19/08



AGREEMENT

THIS AGREEMENT, made and entered into this 19 day of August, 2008 (the "Effective Date") by and between Pinellas County, a political subdivision of the State of Florida, hereinafter designated the County, and Veolia ES Solid Waste Southeast, Inc., authorized to do business in the State of Florida, with principal place of business located at: 125 South 84th Street, Suite 200; Milwaukee, Wisconsin 53214, hereinafter designated the Contractor,

WITNESSETH:

That for and in consideration of the sum of the Contract Price to be paid by the County to the Contractor as herein provided, and in further consideration of the mutual covenants and promises to be kept and performed by and between the parties hereto, it is agreed as follows:

1. The Contractor Agrees:

- A. To furnish all personnel, materials and equipment necessary for the complete performance, in a thorough and workmanlike manner, of the Work contemplated under Contract No. 078-0117-P for the Operation of the Bridgeway Acres Landfill in strict accordance with the terms and Articles of this Agreement, and the Contract Documents and approved by the parties hereto, and are attached hereto and by reference made a part hereof.
- B. To commence the Work under this Contract at 12:01 A.M. on the day following the Effective Date (the "Commencement Date") and to complete performance hereunder within the Contract Period, it being understood and agreed that the time of performance and completion of such Work is the essence of this Contract.
- C. To furnish a guarantee from the parent corporation of the Contractor, guaranteeing the Contractor's performance under the Agreement. The parent guarantee shall be in substantially the same form as in Appendix A3.
- D. That the Contractor and each Subcontractor shall furnish to the County, upon demand, a certified copy of the payroll covering the Work under this Contract, together with such other information as may be required by the County to ensure compliance with the law and the provisions of this Contract.
- E. To procure, prior to the commencement of the Work, and maintain while the same shall be in progress, Workers' Compensation Insurance in amounts sufficient to secure the benefits,

in at least the amounts required by Law, of said insurance to all employees of the Contractor engaged on the Work covered by this Contract, and said Contractor, shall require similar coverage by Subcontractors, unless the employees of Subcontractors are covered by the Contractor's insurance. The County shall be given 30 days prior written Notice of any material change or cancellation and a Certificate of Insurance with this provision shall be furnished to the Board of County Commissioners, Pinellas County, Florida.

- F. To procure and maintain, at no cost to the County, all permits and licenses which may be required by law in connection with the prosecution of the Work contemplated hereunder. Procurement of federal, state or local environmental permits shall be the responsibility of the County.
- G. The Contractor shall be licensed to conduct business in the State of Florida and Pinellas County during the term of this Contract. The Contractor is further advised that portions of the project fall within the Corporate limits of St. Petersburg, Pinellas Park and Unincorporated Pinellas County.
- H. To permit a representative of the County, at all reasonable times, to inspect the Work in progress or any of the materials used or to be used in connection therewith, and to furnish promptly, without additional charge, all reasonable facilities, labor and materials deemed necessary by the County's Director of Solid Waste Operations for the conducting of such inspections and tests as he may require.
- I. Unless otherwise provided in the Contract Documents, to assume liability for all damage to the Work under construction or completed, whether from fire, water, winds, vandalism, or other cause, until final completion and acceptance by the County, notwithstanding the fact that partial payments may have been made during operation or construction. In the event partial payments are made by the County during operation or construction contemplated hereunder, the Contractor shall procure and maintain, at no cost to the County, sufficient fire and hazard insurance to protect the interests of the parties hereto, and shall, prerequisite to any payment, deliver the policy therefore to the County with premiums fully paid thereon. If any costs are incurred as a result of a fire, such as fees charged by the responding fire department or special excavation practices for extinguishing a fire, they shall be the responsibility of the Contractor.
- J. That no interest under this Agreement may be assigned, subcontracted, nor duties hereunder delegated, without prior written consent of the County. In case such consent is given, the Contractor shall, when so requested by the Director, file with the Director copies of all subcontracts. No subcontract or transfer of Contract shall in any case release either the Contractor or its Surety of any liability under this Contract and the Performance and Payment Bond.
- K. The Contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or

from the said Contractor; or by, or in consequence of any neglect in safeguarding the Work; or through the use of unacceptable materials in the construction of improvements; or by, or on account of any act or omission, neglect or misconduct of the said Contractor; or by, or on account of, any claim or amounts recovered for any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the County; and so much of the money due the said Contractor under and by virtue of this Contract as shall be considered necessary, may be retained by the County or, in case no money is due, its Surety shall be held until such suits, actions or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the County. The County and the Contractor agree the first \$100.00 of the Contract amount paid by the County to the Contractor shall be given as separate consideration for this indemnification, and any other indemnification of the County by the Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by the Contractor by the Contractor's execution of the Agreement.

The Contractor shall guarantee the payment of all just claims for materials, supplies, tools, labor or other just claims against him or any Subcontractor in connection with the Work. Bonds or Letters of Credit will not be released by final acceptance and payment by the County unless all such claims are paid or released.

- L. That all the Work to be performed and all unit prices to be paid for Work performed shall be applicable to the Site conditions existing as of the Effective Date except as modified in the Contract Documents. The Contractor shall make no claim for variations in Site conditions except as otherwise provided herein as an Uncontrollable Circumstance.
- M. In the event sufficient budgeted funds are unavailable for a new fiscal period, the County shall notify the Contractor of such occurrence and the Contract shall terminate on the last day of the current fiscal period without penalty or expense to the County.
- N. The Contractor shall not remove any waste or recovered material from County property or from any disposal area or the Project limits without written consent from the Director, except as specifically provided in the Contract Documents.
- O. In the event Hazardous, Prohibited or Unauthorized Waste is delivered to the landfill, the Contractor will promptly notify the County as set forth in Specific Conditions 16 and 17.

2. The County Agrees:

To pay the Contractor the Contract Price as specified in the Price Proposal Section of the Contract Documents. The County, prerequisite to making any payment, may require the Contractor to furnish a certificate or other evidence showing the amount of Work done or completed at that time.

3. It is Mutually Agreed:

- A. That no change, alteration, amendment, payment for extra Work or agreement to pay for same, shall be binding upon the County until the Director shall have approved same, and until same shall be properly approved by the Board of County Commissioners.
- B. That the Director shall represent the County insofar as prosecution of the Work, and interpretation of the Operations Plans and specifications.
- C. It is the intent of the County that the terms and conditions of the Contract Documents are such that the Contractor shall be responsible for the daily management, operation on-going construction and maintenance of the Landfill. The County will only act to monitor the Contractor's activities in order to protect the County's interest. The County and the Contractor will schedule monthly meetings to review the status of the Work.
- D. The following named documents, which shall be referred to as the "Contract Documents", are by reference hereby incorporated into this Contract:
 - 1. Agreement
 - 2. Agreement Specific Conditions
 - 3. Agreement General Conditions
 - 4. Request for Proposals / Addenda Issued by the County prior to the Receipt
 - 5. Contractor's Proposal and Price Proposal
 - 6. Final and Approved Operations Plan (as amended after negotiations)
 - 7. Proposal Bond
 - 8. Performance and Payment Bond
 - 9. All provisions required by Law to be inserted in this Agreement, whether actually inserted or not.

If any conflict exists among the aforementioned documents, the documents shall be construed and shall be controlling in the order in which they are listed.

- E. The County may choose to negotiate with the Contractor, under Change Order procedures outlined in General Condition 7 – Change Orders herein, for construction, operational or maintenance projects in addition to those described elsewhere in the Agreement. If, however, the County chooses not to negotiate with the Contractor or such negotiations are unsuccessful (as determined by the County), the County reserves the right to perform the work itself or contract with a third party for any extra construction or operation Projects outside the scope of services in this Agreement.

This Agreement shall not be assigned by either party without the prior written consent of the other, except that without such consent the Contractor may assign its interest and obligations hereunder to a person, firm or corporation acquiring all or substantially all of the business and assets of the Contractor by merger, consolidation, transfer of assets or otherwise, or to an

Affiliate, provided that in either case, the Contractor guarantees such assignee's performance under this Agreement.

- F. This Agreement shall be effective, and the Effective Date shall be entered above, on the date that the Pinellas County Board of County Commissioners approves this Agreement by vote, regardless of whether or not the Agreement is actually signed by the Chairman on that date.

4. Notices

All Notices and consents required or permitted by this Agreement shall be in writing, shall be transmitted by registered or certified mail, return receipt requested, with Notice deemed to be given upon receipt, postage prepaid, and addressed as follows:

If to the County: Director, Pinellas County Utilities
 Department of Solid Waste Operations
 3095 - 114th Avenue, North
 St. Petersburg, Florida 33716

If to the Contractor: Veolia ES Solid Waste Southeast, Inc.
 Attn: James Suter
 Pine Ridge Road
 Ft. Myers, Florida 33931

With a copy to: Veolia ES Solid Waste Southeast, Inc.
 Attn: General Counsel
 125 South 84th Street, Suite 200
 Milwaukee, WI 53214

Changes in the respective addresses to which such Notices may be directed may be made from time to time by either party by Notice to the other party.

5. Cancellation

Pinellas County reserves the right to cancel this Agreement, for cause in the event of a material breach by Contractor, by giving thirty (30) days prior written notice to the Contractor, which notice shall detail Contractor's breach. The Agreement shall terminate at the end of the 30 day notice period identified in the County's notice unless Contractor cures the breach or if the breach cannot reasonably be cured within

such 30 days and Contractor shall have commenced to cure the breach within the notice period and diligently works to cure the breach thereafter.

Failure of the Contractor to comply with any of the material provisions of this Agreement shall be considered a material breach of contract and shall be cause for termination of the Agreement in accordance with this Section 5 at the discretion of Pinellas County.

In addition to all other legal remedies available to the County, Pinellas County reserves the right to cancel and obtain from another source any services which have not been provided within the period of time stated in the Proposal, or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by the County provided the County has complied with any other applicable notice provision.

6. Audit

The Contractor shall retain all records relating to this Agreement for a period of at least three (3) 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, Pinellas County reserves the right to audit such records pursuant to Pinellas County Code, Chapter 2.

7. Minimum Insurance Requirements

The Contractor must maintain insurance in at least the amounts required below throughout the Contract Period. The Contractor must provide a certificate of Insurance evidencing such coverage prior to issuance of a purchase order or commencement of any Work under this Agreement.

- A. Prior to the time Contractor is entitled to commence any part of the Project, Work or services under this Contract, Contractor shall procure, pay for and maintain at least the following insurance coverages and limits. Said insurance shall be evidenced by delivery to the County of (1) certificates of insurance executed by the insurers listing coverages and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies; and (2) a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this Contract; and a currently valid Certificate of Insurance shall be filed and maintained with the County's Department of Risk Management during the term of this Contract.
 1. Workers' Compensation in at least the limits required by law; Employers' Liability Insurance of not less than \$100,000 for each accident.
 2. Comprehensive General Liability Insurance including, but not limited to Independent Contractor, contractual products/completed operations, premises/operations, explosion, collapse and underground and personal injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death, of

not less than \$500,000, each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated.) Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability of not less than \$100,000, per occurrence, unless otherwise stated by exception herein.

3. Comprehensive Automobile and Truck liability covering owned, hired and non-owned vehicles with minimum limits of \$500,000 for bodily injury, including death, each occurrence, and property damage of not less than \$100,000 each occurrence. (Combined Single Limits of not less than \$500,000 each occurrence, will be acceptable unless otherwise stated.) Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.
4. \$5,000,000 combined single limits, personal injury and/or bodily injury, including death, and property damage liability insurance as an excess of the primary coverages and limits required above, in follow form or umbrella form.
5. The Contractor shall acquire and maintain, if applicable, Fire and extended coverage, vandalism and malicious mischief insurance upon the Work to the full insurance value thereof for the benefit of the County, the Contractor, and Subcontractors as their interest may appear. This provision shall in no way release the Contractor or Contractor's Surety from obligations under the Contract Documents to fully complete the Project.
6. Contractors Pollution Liability Insurance with minimum limits of **\$1,500,000** per occurrence, if occurrence form is available; or claims made form with "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 a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3) year period.

B. Each insurance policy shall include the following conditions by endorsement to the policy:

1. Each policy shall require that sixty (60) days prior to expiration, cancellation, non-renewal or any material change in coverages or limits, a Notice thereof shall be given to the County by certified mail to: Risk Management, 400 South Fort Harrison, Clearwater, Florida 34616. Contractor shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any Notices of expiration, cancellations, non-renewal or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve Contractor of this requirement to provide Notice.
2. Companies issuing the insurance policy, or policies, shall have no recourse against the 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 offices of County and individual members, and employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 4. Pinellas County shall be endorsed to the required policy or policies as an additional insured.
 5. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by the County to any such future coverage, or to the County's Self-Insured Retention of whatever nature.
 6. Contractor hereby waives subrogation rights for loss or damage against the County.
- C. The Contractor shall procure and maintain, at its own expense, during the term of the Contract, in accordance with the provisions of the laws of the State of Florida, Workers' Compensation Insurance, including occupational disease provisions, for all of its employees at the Site of the Project and in case any Work is sublet, the Contractor shall require such Subcontractor similarly to provide Workers' Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous Work under this Contract at the Site of the Project is not protected under the Workers' Compensation Statute, the Contractor shall provide, and shall cause each Subcontractor to provide adequate and suitable insurance for the protection of is employees not otherwise protected.

8. Governing Law

The Laws of the State of Florida shall govern this Agreement.

9. Independent Contractor Status and Compliance with the Immigration Reform and Control Act of 1996

The Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1996 located at 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 and shall be grounds for immediate termination of the Agreement.

10. Ownership of Documents

All Specifications, Drawings and copies thereof furnished by the County shall remain on its property and will not be used on another Project and, with the execution of this Agreement, shall be returned to the County on request upon completion of the Project.

This Contract shall be binding upon, and shall inure to the benefit of the executors, administrators, heirs, successors and assigns of the Contractor.

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IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

ATTEST

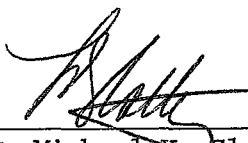
PINELLAS COUNTY

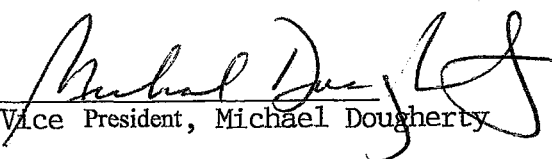
By _____
Clerk of the Circuit Court

By _____
Chairman of the Board
of County Commissioners

ATTEST

VEOLIA ES SOLID WASTE SOUTHEAST, INC.

By  _____
Secretary, Michael K. Slattery

By  _____
Vice President, Michael Dougherty

Corporate Seal

APPROVED AS TO FORM

By  _____
Office of the County Attorney

AGREEMENT GENERAL CONDITIONS

GENERAL CONDITION 1 - 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.

"Addenda" shall mean additional Contract provisions if and when issued in writing by the Pinellas County Department of Solid Waste Management, prior to the Proposal opening.

"Agreement" shall mean the written Agreement between the County and the Contractor covering the Work to be performed; the Contract Documents shall be attached to and made a part of the Agreement.

"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 Veolia ES or their successor 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.

"Bonds" shall mean Proposal, Performance and Payment Bonds and other instruments of security furnished by the Contractor and its Surety in accordance with the Contract Documents.

"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 118th Avenue, on the east by Interstate 275, on the south by the 102nd 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.

"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) 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, FAC.

"Class III Landfill" shall mean the area designated in the Contract Documents to receive only yard trash, construction and demolition debris, asbestos, carpet, cardboard, paper, glass, plastic, furniture other than appliances, or other materials approved by the FDEP. The Class III Landfill cannot accept Class I Waste.

"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, FAC.

"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.

"Contractor" shall mean the contract operator of the Bridgeway Acres Landfill.

"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.

"Contract Time" or "Contract Period" shall mean the number of years stated in Specific Condition 4.

"County" shall mean the party of the first part hereto, being the Pinellas County Board of County Commissioners for whom the Contract Work is being performed.

"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.

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

"Dollars" shall mean legal tender in the United States of America in dollars.

"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.

"Field Order" shall mean a written order issued by the Director, which clarifies or interprets the Contract Documents and orders minor changes in the Work as hereinafter specified in the General Conditions.

"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.

"Fuel Surcharge" the monthly charge or credit, as the case may be, attributable to the cost of fuel, calculated as a percentage of the actual monthly charges invoiced to the County and based on the price of fuel and as more particularly described and as calculated in Specific Condition No. 28. attached hereto.

"Hazardous Waste" shall mean a waste regulated by the Florida Department of Environmental Protection as a hazardous waste pursuant to Chapter 62-701.200(54), Florida Administrative Code.

"Landfill Contractor or Contractor" shall mean the party of the second part hereto, whether corporation, firm, individual or any combination thereof, and their successors, personal representatives, executors, administrators, and assigns.

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

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

"Mini-Hand Unload Station" shall mean the area shown in Appendix B 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 via certified or registered mail pursuant to Section 4 of the Agreement.

"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 every and all of the terms contained in the Agreement.

"Operator" shall mean the contract operator of the Waste-to-Energy Facility. At the time of the signing of this Agreement, the Operator is Veolia ES Pinellas, Inc.

"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 radioactive, toxic or hazardous wastes including small quantity hazardous waste.

"Proposal" shall mean the completed documents submitted by a Proposer in response to this Request for Proposals.

"Proposer or Proposers" shall mean those firms, corporations or individuals that submit a qualified response to this Request for Proposals, in accordance with the terms and conditions contained herein.

"Recovered Materials" shall mean, Ash Residue, and shall also include Reject Material, all as defined herein or as amended by the County.

"Reject Material" shall mean materials unsuitable for the Waste-to-Energy recovery process and placed in containers on the tipping floor in the Waste-to-Energy facility or as amended by the County.

"Request for Proposals (RFP)" shall mean the 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" shall mean material discharged from the Residue Storage and Processing Building, or as amended by the County.

"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, FAC.

"Site" shall mean Bridgeway Acres Sanitary 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 Specific Condition 29.

"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.

"Surety" shall mean any corporation that executes, as Surety, the Contractor's Performance and Payment Bond securing the performance of this Contract.

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

"Trash" shall have the meaning listed in Chapter 62-701, FAC.

"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 16th Street and on the south by 102nd 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 FAC.

"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;
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.

"Veolia ES" shall mean Veolia ES Pinellas, Inc. and its successors and/or assigns; the current operator of the Waste-to-Energy facility.

"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 Director; "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 Director.

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

GENERAL CONDITION 2 - PRELIMINARY MATTERS [Intentionally removed].

GENERAL CONDITION 3 - INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS

It is the intent of the Contract Documents to describe a sanitary landfill Project to be Operated and maintained. The Contract Documents comprise the entire Agreement between the County and the Contractor.

The Contract Documents are complimentary; what is called for by one is as binding as if called for by all. If the Contractor finds a conflict, error or discrepancy in the Contract Documents, he shall call it to the County's attention in writing before proceeding with the Work affected thereby. The Agreement controls over the Specific Conditions which control over the General Conditions which control over the RFP documents. Numerical Dimensions on Drawings shall govern over scale dimensions, and the detailed Drawings shall govern over general Drawings. Any Work that may reasonably be inferred from the Contract Documents or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which, so applied, have a well-known technical or trade meaning shall be deemed to refer to such recognized standards. In case of conflict the more stringent requirements shall take precedence.

It is mutually agreed the drawings and other information in Appendix B, as well as other information described in the Specific Conditions, represents conditions, permit requirements and current County operations. Over the term of this Agreement, it is anticipated that current conditions, permit requirements and County operations may change. It is further agreed that the County may make changes whether initiated by the County or suggested by the Contractor and approved by the County. If such changes result in addition, deletion or revision of the work requiring an adjustment of the Contract Price, either party may seek a Change Order to the Agreement.

Notwithstanding the foregoing, the rates charged by Contractor hereunder do not include rates for work not contemplated within the Scope of Work or the Management and Operations Plan.

GENERAL CONDITION 4 - CONTRACTOR'S RESPONSIBILITIES

Subcontractors

The Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the County. The Contractor further agrees to employ only those Subcontractors which have been approved by the County. Approval of Subcontractors shall require proof that the Subcontractor has equipment, personnel and financial resources satisfactory to the County to conduct Work in connection with this Contract.

Laws and Regulations

The Contractor shall give all Notices and comply with all laws, ordinances, rules and regulations applicable to the operation of the landfill. If the Contractor observes that the Contract Documents or Drawings are at variance therewith, he shall give the County prompt written Notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, Permits and without such Notice to the County, he shall bear all costs arising there from.

Taxes

The Contractor shall pay all sales, consumer, use and other taxes required by law of the place where the Work is to be performed.

Operations Plan and Specifications

The Contractor shall keep one record copy of the Management and Operations Plan, Specifications, Drawings, Addenda and Modifications at the Site in good order, and annotated to show all changes made during the construction and operation processes. These shall be available to the County and shall be delivered to the County upon request, completion of the Project, or upon termination of the Contract.

GENERAL CONDITION 5 - WORK BY OTHERS

The County may perform additional work related to the Project by itself, or it may let other direct contracts which shall contain General Conditions similar to these. The Contractor shall afford the other Contractors who are parties to such direct contracts (or the County, if it is performing the additional work itself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate its Work with theirs.

If any part of the Contractor's Work depends (for proper execution or results) upon the work of any such other Contractor (or the County), the Contractor shall inspect and promptly report to the County in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. Failure of the Contractor to report deficiencies shall constitute an acceptance of the other work, except as to defects and deficiencies which may appear in the other work after the execution of its Work.

If the performance of additional work by other Contractors or the County is not noted in the Contract Documents prior to the execution of the Contract, written Notice thereof shall be given to the Contractor prior to starting any such additional work.

GENERAL CONDITION 6 - DIRECTOR'S STATUS**County's Representative**

The Director shall be the Board of County Commissioner's representative during the term of this Contract. The duties and responsibilities and the limitations of authority of the Director as the County's representative during performance of the Work are set forth in these General Conditions and in the Agreement and shall not be extended without written consent of the Board of County Commissioners.

Visits to Site

The Director shall make periodic visits to the Site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. The Director shall not be required to make exhaustive or continuous onsite inspections to check the quality and quantity of the Work. Efforts shall be directed toward providing assurance for the Board of County Commissioners that the Project conforms to the requirements of the Contract Documents. He shall keep the Board of County Commissioners informed of the progress of the Work and shall endeavor to guard the Board of County Commissioners against defects and deficiencies in the Work of Contractors.

Clarifications and Interpretations

The Director shall issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as he may determine necessary, which shall be consistent with or may be reasonably inferred from the overall intent of the Contract Documents.

Rejecting Defective Work

The Director shall have authority to disapprove or reject Work which is defective (which term is hereinafter used to describe Work that is unsatisfactory, faulty, or defective, does not conform to the requirements of the Contract Documents, or does not meet the requirements of inspections or tests).

GENERAL CONDITION 7 - CHANGE ORDERS

Without invalidating the Contract, the County may at any time, by written order and without preliminary Notice to the Surety, order extra work within the general scope or alter the Work by addition or deduction; and the Contract Price will be adjusted accordingly.

The value of such extra work or change shall be determined by Contract unit prices, if applicable unit prices are set forth in the Contract. The amount of the change shall be computed from such prices and added to or deducted from the Contract Price.

If applicable unit prices are not in the Contract, the value of such extra work or change shall be determined by negotiation. The County and Contractor may negotiate a Change Order to the Contract, at mutually satisfactory unit prices or lump sum, for the extra work, addition or deletion ordered.

In no case shall any extra work be paid for that has not been authorized in advance by written Change Order signed by the Pinellas County Board of County Commissioners. The payment authorized by such a Change Order shall represent full and complete compensation to the Contractor for labor, materials, incidental expenses, overhead, profit, impact costs, and time associated with the Work authorized by such Change Order.

GENERAL CONDITION 8 - PAYMENT AND COMPLETION**Final Inspection**

Upon written Notice from the Contractor that the Project is complete, the County shall make a final inspection with the Contractor and shall notify the Contractor in writing of any particulars in which this inspection reveals that the Work is defective. The Contractor shall immediately make such corrections as are necessary to remedy such defects.

Approval of Final Payment

If, on the basis of its observation and review of the Work during operations, its final inspection and its review of the final Application for Payment, the County is satisfied that the Work has been completed and the Contractor has fulfilled all of its obligations under the Contract Documents, including payment of any liquidated damages, it shall within ten days after receipt of the final Application for Payment indicate in writing its approval of payment. Otherwise, it shall return the Application to the Contractor, indicating in writing its reason for refusing to approve the final payment, in which case the Contractor shall make the necessary corrections and resubmit the Application.

The Contractor shall provide the County as a condition precedent to receiving final payment with an affidavit (Appendix A2) stating that all utility bills have been satisfied, all material men and suppliers have been paid and that there are no outstanding bills or payments due or payable by the Contractor.

Waiver of Claims

The making and acceptance of final payment shall constitute a waiver of all claims by the Contractor against the County other than those previously made in writing and still unsettled.

AGREEMENT SPECIFIC CONDITIONS

SPECIFIC CONDITION 1 - RESPONSIBILITY

The Contractor shall accept for disposal all Solid Waste accepted by Pinellas County, whether delivered by automobile, trailer or truck except waste expressly prohibited by federal, state or local laws, applicable regulations or the terms of this Agreement.

SPECIFIC CONDITION 2 - PREVIOUS OPERATIONS

It is understood by the County and the Contractor that previous landfill operations were performed prior to this Contract and it is not the intent of the County to hold the Contractor responsible for the results of such earlier operations.

SPECIFIC CONDITION 3 - PAYMENT

The County agrees to pay the Contractor in arrears, in accordance with the Local Government Prompt Payment Act F.S. 218.70 *et. seq.*, every month based upon the price per Unit of material times the number of Units handled for that month in accordance with Exhibit 4 – Proposal Fee Schedule and for Work completed by the Contractor and accepted by the County for other items in accordance with the Proposal at the proposal price in the Proposal, and the Contractor agrees to accept such payment as full compensation for all Work done and materials furnished, including all costs and expenses related thereto, and for maintaining the Work so completed until the final payment under this Contract is made. The County further agrees to pay the Contractor the applicable Standby Charge in equal monthly payments throughout the Contract Period provided all terms and conditions of the Agreement have been met. Payments to the Contractor shall be adjusted on a monthly basis as described in Specific Condition 28 – Payment Adjustments herein. In no event shall the total amount paid to the Contractor on an annual basis exceed Ten Million Dollars (\$10,000,000) plus any Payment Adjustments made pursuant to Specific Condition 28.

SPECIFIC CONDITION 4 - CONTRACT PERIOD

The term of this Agreement shall commence on the Commencement Date and terminate seven (7) years thereafter at 12:00 midnight on August 20, 2015. Upon mutual written agreement by the parties, the Agreement may be renewed for three (3) years. In no event shall this Agreement, with extensions, extend beyond ten (10) years from the Commencement Date. No extension may be made unless (1) all terms, conditions and prices of this Agreement remain the same, unless amended in writing by the parties, and (2) approval of the Board of County Commissioners shall have been obtained. As part of the Work an additional period of thirty (30) days shall be afforded the Contractor for de-mobilization upon termination of the Contract.

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, the second term or the third term as the case may be. During such month-to-month extension, the Contractor will be compensated at one hundred ten (110) percent of the rate in effect at the end of the immediately preceding Contract Period.

SPECIFIC CONDITION 5 - OPERATING HOURS

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 Director, and as may change. Current observed holidays are Thanksgiving Day, Christmas Day and New Years 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 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. If the County requests an increase in the operating hours whether due to an Uncontrollable Circumstance or otherwise, such increased hours shall be treated as Contingency Work payable under Specific Condition 34. 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.

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

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.

In the event that unapproved or unauthorized waste types are detected by the Contractor, the Director shall be notified immediately and given all available information about the waste and how it was delivered. The Contractor shall make every reasonable attempt to identify the party or parties known to have delivered the material and to assist the County to cause the party or parties to remove such material. The responsibility for such clean-up, disposal, transportation shall be as outlined in the Management and Operations Plan.

SPECIFIC CONDITION 6 – MANAGEMENT AND OPERATIONS PLAN

The lands within the Project Limits are underlain by clay strata and surrounded by a bentonite cut off wall. The Contractor shall not disturb the integrity of nor damage either in any manner.

There are several areas within the Project Limits in which landfilling may occur. The Contractor is specifically advised that during the term of the Contract no more than one Class I and one Class III landfill disposal operations may occur at any one time in the Project Limits.

The Contractor is responsible for following the Management and 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 as directed by the County.

The Contractor shall submit a revised Management and Operations Plan to the County on an annual basis. The revised Operation Plan shall include the Contractor's specific landfilling sequence plan for the next year 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 revised Management and Operations Plan until it is approved by the County.

SPECIFIC CONDITION 7 - 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 Project Limits. Leachate control is described in Specific Condition 10.

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.

Waste shall be covered with at least six inches of compacted material 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 fire fighting 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 will be paid at the Contract unit price per ton of waste disposed in accordance with Contract Documents.

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 with 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 either from the WTE Facility or from available stockpiles, material from demolition of all weather roads and vehicle maneuvering areas, or soil from the stockpiles or excavation. Alternatively, synthetic material can be furnished and installed by the Contractor as daily cover provided it meets the requirements of 62-701 FAC, is installed in a uniform manner, and has been approved by the County.

Initial Cover shall be placed on compacted waste at the end of each working day, or weekly for the Class III Landfill. Cover material placed by the Contractor will be noted in the Operations Log (Exhibit 2). 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 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 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.

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

SPECIFIC CONDITION 8 - SHORTFALL TONNAGE

The Contractor shall utilize dozers and compactors required by the Standby Equipment List to achieve a compacted-in-place density of 1,625 lbs. per cubic yard. The density shall be calculated and liquidated damages shall be charged against the Contractor if such density is not achieved as described in the Management and Operations Plan.

SPECIFIC CONDITION 9 - 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.

SPECIFIC CONDITION 10 – STORMWATER AND DE-WATERING MANAGEMENT TREATMENT SYSTEMS

Disposal of stormwater within the Project Limits, as shown in Appendix B, 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 Project 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 as shown in Appendix B. The Contractor may use the nearest ditch, or canal within the Project Limits to dispose of stormwater/ground water. The Contractor shall be responsible for maintaining said facilities in accordance with Specific Condition 32.

SPECIFIC CONDITION 11 - 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 may be loaded by a front-end loader provided by the 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 designed, constructed and 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 Contract, recorded on file with the County. All equipment used by the Contractor shall be kept in good operational repair, 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.

The Contractor shall transport Residue, and Reject Material from the Plant 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 a load ticket which has been signed by Veolia ES WTE and shall be presented to the Scalehouse

SPECIFIC CONDITION 12 - VACATING THE PROJECT LIMITS

Prior to the completion of the Work, the Contractor shall remove its visible waste materials, rubbish and debris from the Project Limits as well as its tools, construction equipment and machinery, and surplus materials and shall leave the Site clean and ready for occupancy by the County. The Contractor shall restore to their original condition those portions of the Site not designated for alteration by the Contract Documents.

Upon vacating the Site, all structures, utilities and improvements shall be razed and removed from the Site unless otherwise provided herein. The entire area shall be graded to a safe and pleasing condition and all areas of the landfill as shown on the approved Operations Plan shall be successfully seeded with appropriate grasses or cover.

The Contractor shall ensure that the landfill is in compliance with all applicable laws, rules and regulations in existence throughout Contract termination and Site vacation.

SPECIFIC CONDITION 13 - 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 Project Limits, and within the public right of way to a limit of 2 mile beyond the Project 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 roads within the Project Limits shall be kept free from debris and sharps by continuous sweeping with the sweeper required by the Standby Equipment List during the Contractor's hours of operation.

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.

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, dedicated to litter collection and control in the area shown in Exhibit 4, affected by the landfill operations in the project limits.

C. Dust

The Contractor shall maintain a 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 Project Limits or reclaimed water 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.

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.

D. Vectors

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

E. Scavenging or Salvaging

No scavenging or salvage operations shall be permitted at the Site except as an operation authorized by the County.

F. Burning

All open burning shall be prohibited, unless authorized by the County.

G. 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.

H. Seeding

Contractors obligation to seed shall only apply to those portions of the landfill that are used for landfiling purposes and which such areas will not be used for any additional waste disposal for periods greater than 180 days.

SPECIFIC CONDITION 14 - EMERGENCIES, FIRE CONTROL AND SAFETY

The Contractor shall provide 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.

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.

SPECIFIC CONDITION 15 - MAINTENANCE OF TRAFFIC

The County shall be responsible for smooth and efficient traffic flow at all times within the Project Limits. The County shall erect and maintain all permanent signs and barricades within the Project 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 Project Limits on all roads. These directional signs must be placed in a highly visible location and moved as necessary.

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

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 shall coordinate with the County at the conclusion of each operating day to ensure that no disposal vehicles will remain on the Site after operating hours.

SPECIFIC CONDITION 16 - WASTE STREAM SCREENING

The Contractor shall develop and 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:

The Contractor shall examine at least three (3) random loads of solid waste delivered to each of the Class I and 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 Project Limits. A detailed inspection of the discharged material shall be made by the Contractor for any unauthorized or Prohibited Wastes.

If unauthorized or Prohibited Wastes are found, the 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 Project to determine the identity of the waste sources.

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 Project 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 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 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 Florida Department of Environmental Protection 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.

SPECIFIC CONDITION 17 - 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.

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 Director 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 Director.

The Contractor 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. The Contractor's employees shall be trained and equipped to implement and perform the procedures in the HWCP.

If Prohibited or Unauthorized 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 an appropriate permitted waste management facility with the clean-up, transportation and disposal charge to be paid by the County, with the exception of Hazardous Waste which will be handled by and paid for by the County.

SPECIFIC CONDITION 18 - 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.

SPECIFIC CONDITION 19 - 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.

B. Tires

The Contractor shall segregate any 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 WTE Facility, including weighing at the County Scalehouse.

SPECIFIC CONDITION 20 - MAINTENANCE OF VEGETATION

The Contractor shall mow, trim and edge vegetative matter within the Project Limits as shown in Appendix B. Open fields shall be mowed to a height of twelve (12) inches. Grass areas adjacent to buildings shall be mowed to a height of four (4) inches. The Toytown Landfill shall be mowed to a height of twelve (12) inches. 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. 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. 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.

SPECIFIC CONDITION 21 - 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 in accordance with the Specific Conditions. 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.

SPECIFIC CONDITION 22 - 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 good repair and in a clean, neat, and orderly manner. 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.

The Contractor shall have approval to operate high band VHF (150 MHz to 159 MHz) two-way equipment on the Project Limits using the County's licensed frequencies. The County's VHF license shall be monitored by the Contractor during operating hours. The Contractor and the County shall each provide their own equipment.

B. Personnel

The supervisor 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.

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 shall permanently remove from the Project any employee who violates any provision of the Contract or who is wanton, negligent, or discourteous in the performance of their duties.

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 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.

SPECIFIC CONDITION 23 - SITE RESPONSIBILITIES

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.

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 Project. 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 Project Limits and may delegate some or all of this responsibility in writing to the Contractor.

SPECIFIC CONDITION 24 - 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.

SPECIFIC CONDITION 25 - 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, delay unnecessarily in the performance of, or in any manner refuse or fail to comply with any of the terms of this Contract, the Director 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 for which services were not yet rendered. Contractor shall be entitled to payment for services rendered. 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 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.

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 Director. Any appeal from the Director's decision shall be made through established County appeal procedures. The Contractor shall maintain proper communications with the Operator and coordinate efforts to ensure overall solid waste disposal system operations. Any disputes between the Contractor and the Operator shall be resolved by the Director, 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 Director for resolution.

SPECIFIC CONDITION 26 - RECORDS, CASH FLOW AND BILLING

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 Project 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.

SPECIFIC CONDITION 27 - SURVEY

The Contractor is advised that approximately 20 benchmarks have been established throughout the Project 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 61G17-6, 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 July 1, 2008 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.

SPECIFIC CONDITION 28 - ANNUAL PAYMENT ADJUSTMENT TO THE CONTRACTOR

1. **Annual Payment Adjustment:** The unit prices, lump sum prices and unit values charged by the Contractor contained in Section G – Proposal Fee Schedule and Section H- Proposal Unit Value Schedule contained in the Contractor's proposal (hereinafter referred to collectively as Initial Fees), shall be adjusted on an annual basis beginning April 1, 2009 and each subsequent twelve (12) months thereafter, as reflected by fluctuations in the Consumer Price Index, U.S. City Average, All Urban Wage Earners and Clerical Workers (CPI-W) U.S. City Average, as published by the U.S. Department of Labor, Bureau of Labor Statistics. The Initial Fees shall 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 eighty-five percent (85%) of the Initial Fees according to the following formula:

$$\text{Initial Fees} \times 85\% \times \frac{\text{Preceding Year CPI}}{\text{Initial Year CPI}} = \text{Adjusted Initial Fees}$$

Where Preceding Year CPI shall equal the CPI Index on March 31 for the immediately preceding adjustment date; and, Initial Year CPI shall equal the CPI Index on March 31, 2008.

2. **Fuel Index Adjustment:** On a monthly basis, the monthly invoice submitted by the Contractor for actual charges shall 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 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 fifteen percent (15%) of the monthly invoice according to the following formula:

$$\text{Monthly Invoice} \times 15\% \times \frac{\text{Preceding Month PADD1C Price}}{\$3.62} = \text{Adjusted Monthly Invoice}$$

The Adjustment Factor 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.

SPECIFIC CONDITION 29 - STANDBY CHARGE

The Standby Charge is payment to the Contractor to provide and maintain onsite equipment in 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 is available at all times so that, should an extraordinary event occur, damages shall not be incurred by the County because of the absence of the Standby Equipment during such extraordinary event. Nothing in the Contract Documents shall prevent the Contractor from using the Standby Equipment for operation and maintenance of the Project 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 Specific Condition 28. 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 procure at its expense and maintain a parts inventory and shall develop, in addition to the inventory, readily available sources of supply of parts for all equipment.

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 Tuesday and every Tuesday 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.

At the conclusion of each equipment inspection, and before leaving the site of a piece of equipment, the County shall mark Exhibit 2 with "A" (Available) or "NA" (Not Available). 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. At the conclusion of the inspection trip the County and Contractor shall sign the inspection log and each shall receive a copy. The Contractor shall be allowed until 3:00 p.m. of the following Thursday, two Days later, to repair and request re-inspection of any piece of equipment previously judged "NA". Such re-inspections shall be limited to 10 minutes

and results of the re-inspection shall be noted on both logs as either "A" and "NA" as evidenced by signature of both the Contractor and County.

Liquidated 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 will incur additional expenses and damages as a result of the Contractor's failure to have Standby Equipment Available. Since the actual damages that would be incurred cannot be accurately quantified, the Contractor shall pay to the County liquidated damages for each day Standby Equipment is Not Available after the initial two-day repair period in accordance with the following table. The accounting for such liquidated damages shall be included in the Contractor's next monthly invoice which follows any inspection cycle. Notwithstanding the foregoing, Contractor shall not be responsible for liquidated damages to the extent Contractor's failure to perform was caused by an Uncontrollable Circumstance.

Standby Equipment List

Equipment Description	Minimum Quantity	Daily Liquidated Damages each piece
Landfill Compactor	3	\$3,200
Track-Type Tractor	3	\$3,700
Dump Truck	4	\$1,500
Sweeper	1	\$375
Excavator	1	\$1,950
Light Plant	2	N/A
Motor Grader	1	\$1,350
Wheel Loader	1	\$2,250

Total	16	
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Minimum Requirements - Standby Equipment

The County prohibits any piece of Standby Equipment that was manufactured prior to 2006.

The Landfill Compactors shall have a minimum operating weight of 73,500 lbs. and a minimum flywheel horsepower of 300hp and shall be equipped so as to meet or exceed the operating and safety capabilities of the Caterpillar 826G.

The Track-Type Tractors shall have a minimum operating weight of 67,000 lbs., and a minimum flywheel horsepower of 285hp and shall be equipped so as to meet or exceed the operating and safety capabilities of the Caterpillar D8.

The Dump Trucks shall be minimum 16 cubic yard dump body capable of transporting gross vehicle weights to the limits set by State and Local Governments. At the Contractor's option no more than two articulated dump trucks may be substituted. 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.

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, as manufactured by Winco, 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, as manufactured by Amida.

The Hydraulic Excavator shall have a minimum operating weight of 76,000 lbs. and a minimum flywheel horsepower of 222hp and shall be equipped so as to meet or exceed the operating and safety capabilities of the Caterpillar 330B L.

The Motor Grader shall have a minimum operating weight of 31,000 lbs. and a minimum flywheel horsepower of 140hp and shall be equipped so as to meet or exceed the operating and safety capabilities of the Caterpillar 12H.

The Wheel Loader shall have a minimum operating weight of 55,300 lbs. and a minimum flywheel horsepower of 275hp, and 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 Contractor may request to the County the substitution or revision of 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 to that being substituted for accomplishing the Work under this Agreement. The Director, in his sole discretion, may allow or disallow such substitution of equipment.

SPECIFIC CONDITION 30 - LIQUIDATED DAMAGES

Damages to third parties for which the County is responsible as the result of the Contractor's failure to comply with the provisions of this Contract are additive to the Liquidated Damages.

The County has determined that it will incur additional expenses and damages as a result of the Contractor's failure to comply with certain provisions of the Contract Documents. Since the actual damages that would be incurred cannot be accurately quantified, the Contractor shall pay to the County liquidated damages as follows.

- A. Ten Thousand Dollars (\$10,000) per Day for each Day of delay in commencement of the Work starting on the Commencement Date.
- B. The amount as set forth in the Maintenance and Operations Plan as liquidated damages for failure to meet density obligations
- C. Failure to maintain equipment in accordance with Specific Condition 29, as documented by the use of Exhibit 2.

Sums payable to the County by the Contractor pursuant to the Contract Documents shall be computed at the end of each calendar month and shall be deducted from the Contractor's latest invoice.

The parties acknowledge and agree that it is difficult or impossible to accurately determine the amount of damages that would, or might, be incurred by the County due to those failures or circumstances described in the Contract Documents and for which the Contractor would otherwise be liable. Accordingly, with respect to such failures or circumstances, if any, the Contractor shall be liable and obligated to pay the County only those damages specifically due and payable in accordance with the Contract Documents, and the County shall accept the payment of said damages in lieu of any other damages arising out of such failures and circumstances. Except for damages to the County arising out of such failures or circumstances, if any, and with respect to any other rights the County may have under this Agreement, the County shall be entitled to recover its actual damages (including Consequential Damages) from the Contractor.

Notwithstanding the foregoing, Contractor shall not be responsible for liquidated damages to the extent Contractor's failure to perform was caused by an Uncontrollable Circumstances.

Contractor Contribution

If, in any matter in which the Contractor and the County are jointly and/or severally liable to a third party for the same injury, death or damage to person or property, and the County pays more than its pro rata share of the common liability, as such may be judicially-determined or agreed upon by the parties, then the Contractor shall pay to the County the difference between (a) the amount paid by the County to

extinguish the common liability, and (b) the amount of the County's pro rata share of the common liability.

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 Contract Document 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:

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 Project.

If at any time during the Term the Contractor fails or refuses to maintain the Project, the County shall have the right to take all necessary actions to place the Project 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 Project 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:

1. All lawful fines, penalties and forfeitures charged the County by any governmental agency charged with enforcement of environmental laws and regulations or judicial orders; and
2. 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:

1. If the Contractor fails to apply daily cover to all Class I and weekly cover to all Class III Solid Waste disposed of 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 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 foregoing failure;

2. If the Contractor fails to adequately control litter on the Project 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;
3. If, due to acts or omissions of the Contractor, the quality of surface water from the Project 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 two (2) 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;
4. If the Contractor fails to maintain Project 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 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 Contractor until such time as the County determines that Contractor has remedied the foregoing failure;
5. If the Contractor fails to keep and utilize on the Project 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 One Thousand Dollars (\$1,000) per Day shall be assessed against Contractor until such time as the County determines that the Contractor has remedied the foregoing failure;
6. If during the course of FDEP inspection the County is marked non-compliant for an area the Contractor is responsible for, liquidated damages in the amount of One Thousand Dollars (\$1,000) will be assessed. Each additional Day the failure is identified by the County the Contractor will be assessed Five Hundred Dollars (\$500) per Day;
7. 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. Failure to repair the area of non-compliance will subject the Contractor to liquidated damages of Five Hundred Dollars (\$500) per Day;
8. 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.

Contractor's Testing Rights

The Contractor may, at its sole expense, cause a test of the Project at any time. The Contractor shall immediately furnish to the County the results of any tests, reports, or other documents resulting from said test.

SPECIFIC CONDITION 31 - 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 Director in writing of the cause of the delay. The Director 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.

SPECIFIC CONDITION 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.

SPECIFIC CONDITION 33 - CHANGE IN LAW

Any change in law by a governmental authority that materially affects the Contractor's cost to perform the Work may be petitioned to the Board of County Commissioners for a rate adjustment, which petition shall not be unreasonable denied or delayed. Materiality for the purposes of this provision shall mean costs to the Contractor in excess of \$25,000 (which may be calculated as an aggregate of multiple Changes in Law). The enactment into law of any federal, state or local discriminatory tax law, user fee or assessment, or any change to federal, state or local regulatory provisions relating to the Work including but not limited to operating permits, after the Proposal Date having application to the Contractor as the Operator of the

site shall be considered a Change in Law. In no event, however, shall any other change in tax law, federal, state, local or otherwise, be considered a Change in Law.

SPECIFIC CONDITION 34 – 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).

APPENDIX A

APPENDIX A2: Guarantee by Contractor
AFFIDAVIT AND GUARANTEE BY CONTRACTOR

STATE OF WISCONSIN
COUNTY OF MILWAUKEE

I, _____, having been first duly sworn, do now depose and say: That all persons, firms, and corporation who have furnished services, labor or materials in:

_____ for the
Board of County Commissioners, Pinellas County, Clearwater, Florida, have fully completed their respective work, and it has been accepted by the Owner of said real estate; that there are no bills for labor or materials or appliances or utilities in connection with such construction which have not been paid.

Approved by:

The forgoing instrument was acknowledged before me this _____ day of _____, _____
by: _____

on behalf of the Corporation. He/She is personally known to me or has produced
_____ as identification and who did take an oath.

NOTARY: _____

Print Name: _____

COMMISSION NUMBER: _____

My commission expires: _____

APPENDIX A3: Parent Guarantee

PARENT GUARANTEE

Veolia ES Solid Waste of North America, LLC hereby guarantees to Pinellas County that Veolia ES Solid Waste Southeast, Inc. shall perform all its obligations to the County in accordance with the terms and conditions of the Agreement.

It is understood and agreed that Veolia ES Solid Waste of North America, LLC guarantee as herein made does not in any way increase, add to, or change any of the obligations or responsibilities which Veolia ES Solid Waste Southeast, Inc. may have under the Agreement and that Veolia ES Solid Waste of North America, LLC shall be entitled to all the defenses and benefits of the terms and conditions of the Agreement.

Veolia ES Solid Waste of North America, LLC's obligation under this guarantee shall be construed in accordance with and governed by the provisions of the law of Florida with respect to guarantees, irrespective of which state's law governs the substance of the principle obligation hereby guaranteed. For the purposes of the preceding sentences, it shall be deemed that this guarantee is made in and to be performed in Florida.

VEOLIA ES SOLID WASTE OF NORTH
AMERICA, LLC

By: 

Michael Dougherty, Vice President

Date: 7/09/08

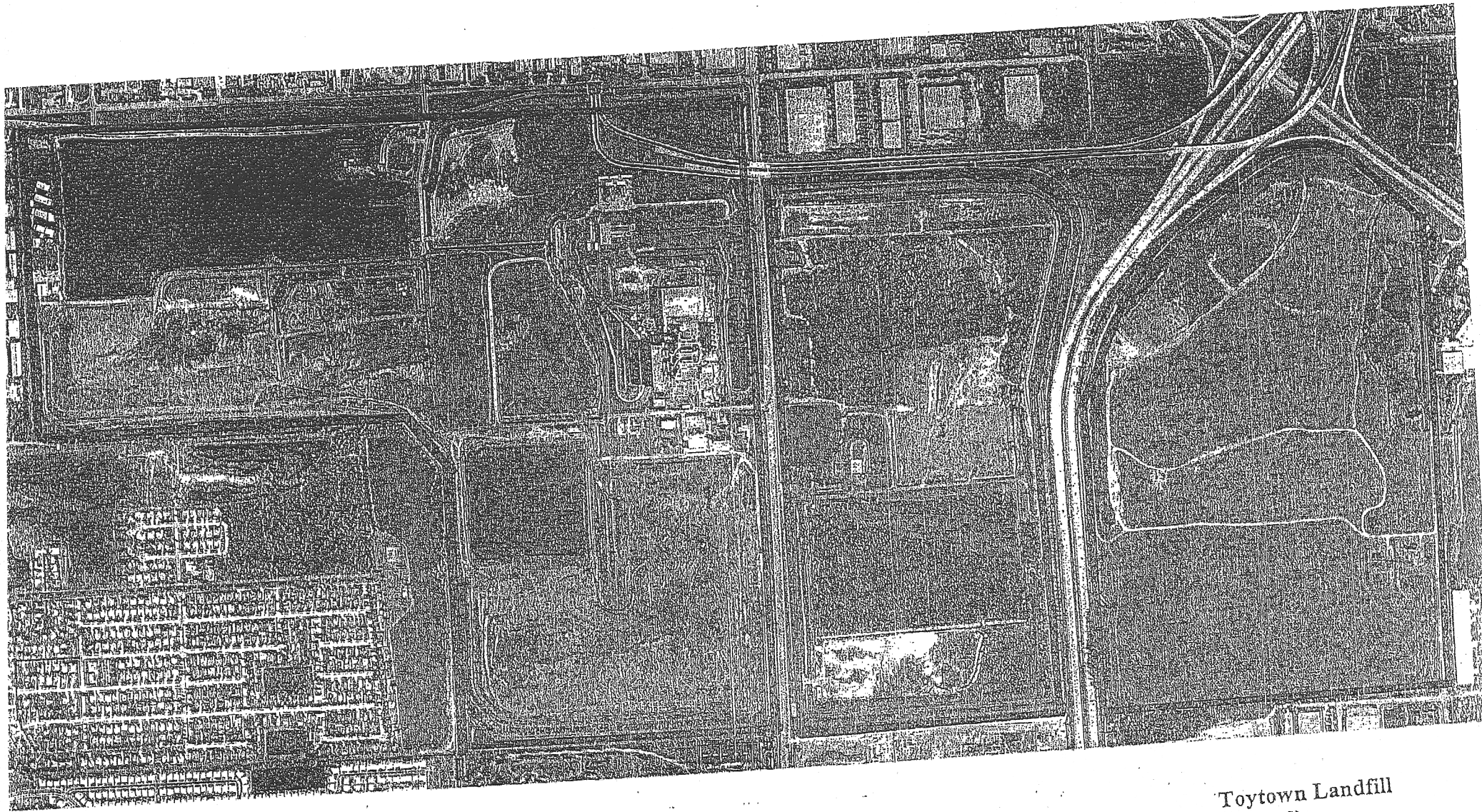
APPENDIX B

Appendix B

Requirements for yard trash processing facilities (recycling and transfer stations) that qualifying for the permit exemption in Rule 62-709.320 are:

Rule / Referenced Rule	Provision
62-709.320(3)	Yard trash and processed yard trash at the facility shall:
62-709.320(3) / 62-701.300(1)(b)	Be stored in a manner or location that does not violate air quality or water quality standards.
62-709.320(3)(a)	Be 100 feet beyond any existing or approved off-site potable water well that existed before the facility was registered.
62-709.320(3)(b)	Be 200 feet beyond any existing or approved potable water well serving a community water system as defined in Rule 62-550.200(9), F.A.C., that existed before the facility was registered.
62-709.320(3)(c)	Be 50 feet beyond any natural or artificial body of water, including wetlands within the jurisdiction of the Department. This does not include ponds, ditches or other structures that are part of a permitted stormwater management system, or water bodies contained totally within facility boundaries that do not discharge from the site to surface waters.
62-709.320(3) / 62-701.300(2)(d)	Not be placed in a dewatered pit unless the pit is lined and permanent leachate containment and special design techniques are use to ensure the integrity of the liner.
62-709.320(3) / 62-701.300(2)(e)	Not be placed in an area subject to frequent and periodic flooding unless flood protection measures are in place.
62-709.320(3) / 62-701.300(2)(f)	Not be placed in any natural or artificial body of water, including ground water.
62-709.320(3) / 62-701.300(2)(h)	Not be placed on the right of way of any public highway, road, or alley.
62-709.320(3) / 62-701.300(3)	There shall be no open burning in the recycling area of the facility. Any controlled burning at the facility will comply with Department rules, including for air curtain incinerators.
62-709.320(4)(a)1	Facility has an effective barrier to prevent unauthorized entry and dumping into the facility site.
62-709.320(4)(a)2	Facility has dust control methods.
62-709.320(4)(a)3	Facility has fire protection and control provisions to deal with accidental burning of solid waste, including:
62-709.320(4)(a)3.a	A 20-foot perimeter, all weather access road.
62-709.320(4)(a)3.b	15-foot interior lanes.
62-709.320(4)(a)3.c	All unprocessed or processed yard trash shall be within 50 feet of access by motorized fire fighting equipment.
62-709.320(4)(b)	Facility will be operated in a manner to control disease vectors and objectionable odors.
62-709.320(4)(c)	Yard trash will be processed so that it will pass a 6-inch sieve. Any unprocessed yard trash will be removed from the facility within six months, or within the period required to accumulate 3,000 tons or 12,000 cubic yards which ever is greatest, except unprocessed and segregated logs with a diameter greater than six inches that will be processed within 12 months.
62-709.320(4)(d)	Processed yard trash will be removed or marketed within 18 months. Storage of processed material for a longer period may be allowed where the yard trash processing facility is authorized under another Department solid waste permit.
62-709.320(4)(e)	Only yard trash, bags used to collect yard trash, and clean wood are allowed.
62-709.320(4)(e)	Any material other than yard trash, bags used to collect yard trash, and clean wood will be containerized.
62-709.320(4)(e)	Putrescible material will be removed in 48 hours.
62-709.320(4)(e)	Upon discovery, any treated or untreated biomedical waste, hazardous waste, or liquids or non-liquid (such as contaminated soil, rags, or other debris) containing a polychlorinated biphenyl (PCB) concentration of 50 parts per million or greater will be immediately containerized and removed from the facility.

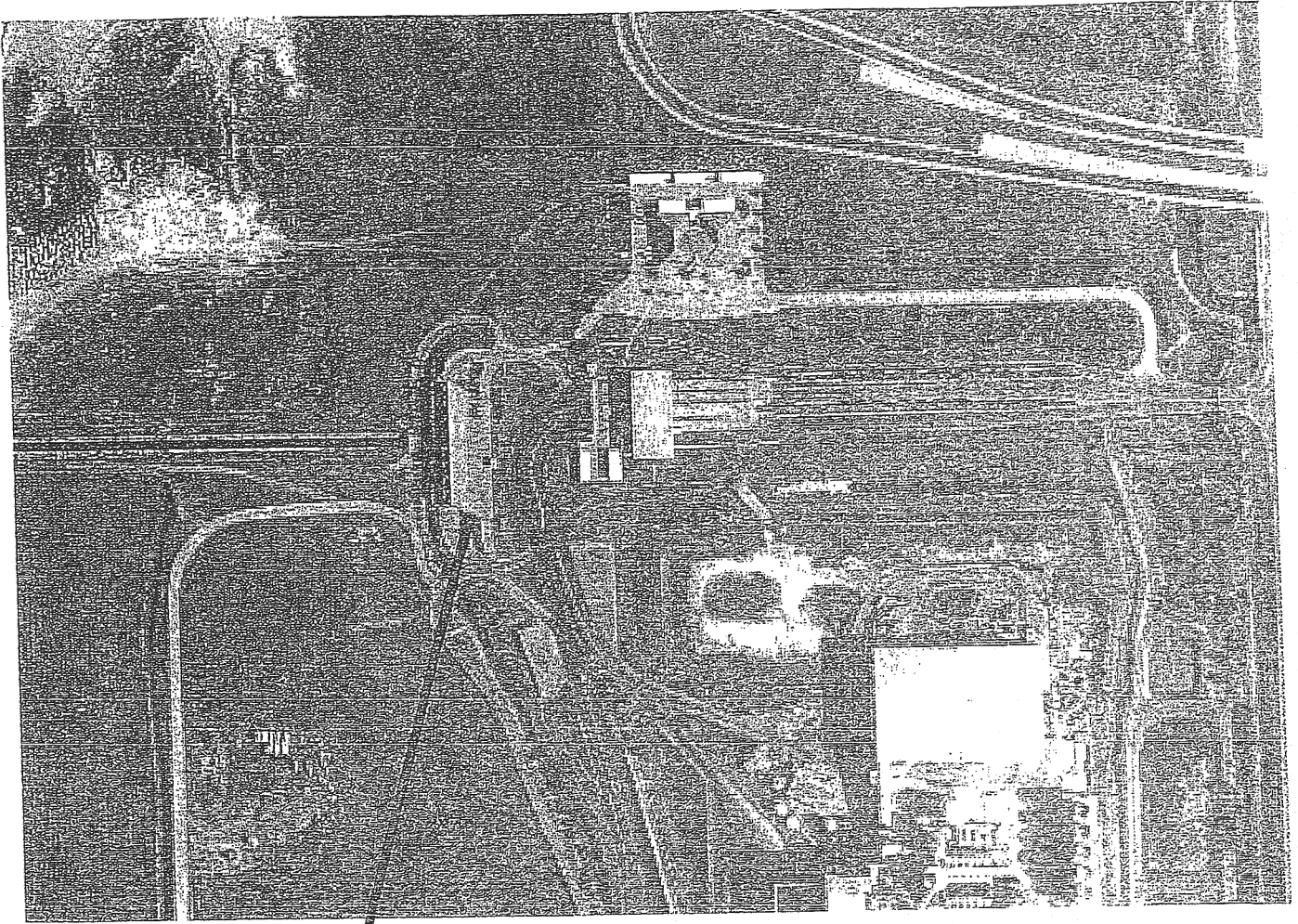
Project Limit for Maintenance of Vegetation



Bridgeway Acres

Sod Farm

Toytown Landfill
(Closed)



Mini Hand Unload

Current Mini Hand Unload Area

APPENDIX C

APPENDIX C

OPERATIONS PLAN NEW HAND UNLOAD FACILITY BRIDGEWAY ACRES (BWA) LANDFILL

The new hand unload facility will be located west of the existing facility north of the east-west canal. All activities at the new Facility shall be performed in accordance with the Operations Plan and the permit conditions, and a copy of this plan will be kept at the Facility at all times and will be made available for inspection. The plan will be updated as operations change but no less frequently than upon renewal of the permit. The Florida Department of Environmental Protection (FDEP) will be notified of changes to the plan other than those required for routine maintenance.

Operations Of The New Hand/Unload Facility

The BWA facility serves all of Pinellas County. Vehicles directed to use the hand unload facility include vehicles that do not have a tipping device or other automatic unloading system. These vehicles may include private cars, vans, pickup trucks, vehicles pulling trailers, and box trucks. Materials accepted at the hand unload facility consist of all materials accepted at BWA, including metals and white goods.

Users of the new hand unload facility will drive to the drop-off area. There will be 20 spaces for vehicles to park in order to unload waste onto the loading floor located at about the same level as the vehicles. Several parking spaces on the southern end will be reserved for special wastes, such as cardboard, construction and demolition debris, tires, or metals. Also, various sections of the unloading area will be used to handle material that will be taken to our several disposal areas. The County's landfill contract operator will load this material into roll-off containers parked on the western side of the loading floor. The operator will use one or more small loaders to transfer waste from the loading floor to the roll-off containers. The contract operator will haul the containers to the Waste-to-Energy (WTE) facility, Class I landfill, Class III landfill or mulch area depending upon the material.

Operation of the new hand unload facility will include the following features:

- The operator will control the loading of the roll-off containers, so the containers will have full, even loads. The operator will have the opportunity to separate waste or to blend waste prior to placing the material in the containers.
- User unloading is not dependent on having empty roll-off containers in place. Users will be directed to back into any vacant unloading spot, unload, and depart.
- In addition to the observations performed by the spotter on the ground, the unloading activity

can also be observed from the loaders to watch for materials not accepted at the hand unload facility, safety hazards, user accidents, etc.

- There is no fall hazard for users. If a user does accidentally step over the 24-inch curb, he or she can step back to the unloading area.
17. There is room on the unloading slab for temporary storage of waste, while the operator puts empty roll-off containers in place or while the operator is directing a user or doing maintenance on the loader.

The unloading area and roll-off containers will be covered under a single roof.

Hours And Days Of Operation

The facility will be open to accept waste from 6:00 a.m. to 6:00 p.m. (Monday through Friday) and 7:00 a.m. to 5:00 p.m. (Saturday). The actual hours of operation will be posted at the main entrance. All landfill users will be expected to follow all posted rules while on the site.

Trained Operator And Spotter

All vehicles arriving at the hand unloading facility must check in with the spotter. The spotter performs an initial visual inspection and questions the driver as to the contents of the vehicle. If there are any unacceptable materials in the load, the spotter may allow the customer to unload the acceptable materials, and will then redirect the customer to the appropriate disposal location or refer them to the Solid Waste Operations (SWO) staff for direction on proper disposal of material. The spotter and the operator also observe the customer during unloading onto the loading floor to ensure that no prohibited materials are in the load that were not visible during the initial inspection.

Should the spotter or operator discover prohibited materials after the customer's departure, they will first notify the SWO Inspector.

A trained operator and spotter will be on duty at the facility at all times that the facility is operating. At least one heavy equipment operator who is also a trained spotter will be on duty at the facility at all times that the facility is operating. The heavy equipment operator will load materials into roll-off boxes located on the western side of the loading floor. Overall management of the site and hand unload facility operations will be the responsibility of the Landfill Contract Operator.

MULCH SPREAD ON SITE REPORT

Sheet 1 of _____

[illegible]

Comments: _____

APPENDIX D

Appendix D.
Contractor Testing Log

	Date Built	1st Turn	2nd Turn	3rd Turn	4th Turn	5th Turn	Released Date	Comments
Row 1								
Row 2								
Row 3								
Weekly Temperature Testing Date								
	Result	Result	Result	Result	Result	Result	Result	
Row 1								
Row 2								
Row 3								
<div style="display: flex; justify-content: space-between; margin-bottom: 10px;"> <div>Contractor Signature _____</div> <div>Date _____</div> </div> <div style="display: flex; justify-content: space-between;"> <div>County Representative _____</div> <div>Date _____</div> </div>								

EXHIBIT 1

Exhibit 1 – Management and Operations Plan Minimum Requirements

1. Mobilization
 - Maintenance of office and shop facilities
 - Utilities
 - Personnel
2. Health and Safety Plan
3. Designation of persons responsible for operation and maintenance of facility
 - On-site
 - Training/Certification
 - Experience
 - Emergency after hours contacts
 - Off-site
 - Training/Certification
 - Experience
 - Availability/Percent of time dedicated to Bridgeway Acres Operation
4. Controlling type of waste accepted
 - Inspection level for all waste
 - Personnel training
 - Personnel duties
 - Random load inspection program
 - Personnel training
 - Personnel duties
 - Number of loads to be inspected per week
 - Procedures
 - Choosing loads
 - Inspections
 - Recording results
 - Date and time of inspection
 - Names of hauling firm
 - Driver of vehicle
 - Vehicle license plate number
 - Source of waste as stated by driver
 - Observations made by the inspector during the detailed inspection
 - Signing of written record
5. Managing unacceptable or prohibited waste delivered to site (including regulated hazardous wastes)
 - Personnel and public protection
 - Identified deliverer
 - Identified generator
 - Notification procedures
 - Disposition of waste
 - Unidentified generator

- Notification procedures
 - Disposition of waste
 - Unidentified deliverer
 - Identified generator
 - Notification procedures
 - Disposition of waste
 - Unidentified generator
 - Notification procedures
 - Disposition of waste
- 6. Vehicle traffic control and unloading
 - Class I fill area
 - Routing
 - Signage
 - Spotters
 - Safety
 - Tipping area conditions
 - Wet or inclement weather
 - Class III fill area
 - Routing
 - Signage
 - Spotters
 - Safety
 - Tipping area conditions
 - Wet or inclement weather
- 7. Method and sequence of filling waste
 - Class I fill area (including inclement weather operation)
 - Class III fill area (including inclement weather operation)
- 8. Waste compaction and application of cover
 - Class I fill area
 - Stormwater management
 - Compaction rate
 - Equipment (including any special options)
 - Operation and cell construction
 - Width of working face
 - Slope
 - Direction of travel
 - Number of passes
 - Application of initial cover
 - Equipment (including any special options)
 - Operation
 - Use of alternative daily cover (if proposed)
 - Application of intermediate cover
 - Timing
 - Equipment
 - Operation

- Protection from erosion
- Erosion repair
- Stripping prior to landfilling additional waste in areas with intermediate cover

Class III fill area

- Stormwater management
- Compaction rate
 - Equipment (including any special options)
 - Operation and cell construction
 - Width of working face
 - Slope
 - Direction of travel
 - Number of passes
- Application of initial cover
 - Equipment (including any special options)
 - Operation
- Application of intermediate cover
 - Timing
 - Equipment
 - Operation
 - Protection from erosion
 - Erosion repair
 - Stripping prior to landfilling additional waste in areas with intermediate cover

9. Contingency operations
 - Equipment failure
 - Hot loads
 - Fire
 - Wet or flood conditions
 - High wind
 - Natural disaster
 - Pest control
10. Special waste handling
 - Asbestos
 - Tires
 - White goods
 - Ash
 - Sludges
11. Operation of stormwater controls
12. Safety precautions to protect storm and ground water (Spill prevention plans, etc.)
 - Shop area
 - In field
13. Site maintenance
 - Inspection program
 - Road maintenance (including dust control)

Site policing (Litter pick-up, Trash flagging removal, etc.)

Mowing

Equipment

Personnel

Erosion control

Equipment

Personnel

Pond, canal and ditch maintenance, culvert cleaning and maintenance

Equipment

Personnel

14. Equipment management

Method of procurement

Maintenance Practices

On-site maintenance and repair

Facilities and equipment

Personnel

Training

Experience

Spare parts inventory

Off-site maintenance and repair

Facilities

Maintenance contracts

Parts availability

Replacement program

Back-up equipment

19 De-mobilization

Office and shop facilities

Utilities

Personnel

EXHIBIT 2

Exhibit 2 - Operations Log

Pinellas County Utilities Depart of Solid Waste Operations

[illegible]

EXHIBIT 3

Exhibit 3 - Stormwater System Maintenance

ID No.	Length	Width	Type	Location
1	9,170	+50	Canal	Sod Farm: N-E-S, 8' deep
2	4,375	-50	Ditch	Sod Farm: W 102-116 Ave along 28 th St.
3	2,800	-50	Ditch	BWA: E 102-10th Ave along 28 th St.
4	4,767	-50	Ditch	BWA: 28 th West to 31 st ST
5	1,780	+50	Canal	BWA: 31 st to 34 th along 118 th Ave.
6	2,945	-50	Ditch	110 th Ave & 28 th St. from 31 st to culvert at 28 th St. between 114 th & 118 th
7	1,233	-50	Ditch	Weir down 114 th to South by pass
8	676		Swale	North side of bypass road
9	1,218		Ditch	31 st St. along 110 th Ave. to 28 th St.
10	1,452		Ditch	East side of 31 st from 110 th Ave to Old Mulch
11	2,300	-50	Ditch	Paralleling 31 st from 109 th Ave North to Admin.
12	587		Ditch	North side of 110 th Ave from re-weigh to Cell #2
13	497		Swale	South side of 110 th Ave from 31 st St. to curve
14	2,119		Ditch	110 th Ave north along Cell #2 road to bypass road East side
15	1,253		Ditch	110 th Ave North along Cell #2 road West side
16	333		Ditch	Parallel Cell #2 road and concrete canal
17	1,054		Swale	East side of 34 th St. from tire road south
18	770		Ditch	W side of 34 th St. from mulch road to discharge pipe to Pond A on Tire Road
19	1,014		Ditch	S side of Tire Road W along back side of mulch site to Landfill entrance
20	910		Ditch	W side of landfill road and West on Tire Road to Canal #21
21	710		Canal	From ditch #20, wrapping around AS@ curve of Tire Road to toe of Cell #4
22	1,348		Ditch	Cell #4, tire area around Cell #4 to berm blocking site from the Lakes
23	500		Swale	Tire Road AS@ curve to Cell #4 ditch
A	260		Culvert	28 th St. south runs E-W
B	220		Culvert	28 th St. E south of 109 th St.
C	74		Culvert	28 th St. Sod Farm entrance

ID No.	Length	Width	Type	Location
D	392		Culvert	28 th St north of 114 th Ave runs E-W
E	119		Culvert	28 th St. west at 114 th Ave.
G	64		Culvert	At 110 th Ave and 31 st St.
H	109		Culvert	To Cell #3 from 31 st St.
I	70		Culvert	109 th Ave. behind old Administration Building
J	540		Culvert	28 th St. at 109 th Ave.
K	192		Culvert	34 th St. W side at N. side of Pond A south of Pistol Range
L	98		Culvert	East side 34 th St. behind chlorine building
M	74		Culvert	Tire Road, East of "S" curve
N	208		Culvert	31 st St. in front of WTE Facility

EXHIBIT 4

FORM ADDENDUM #1

SECTION G - FINAL PROPOSAL FEE SCHEDULE

Proposers are to complete the Price Proposal in full. The Total estimated price for the first Contract Year shall be indicated in **numerals and words**. Revisions shall be initiated by the Proposer.

Item	First Year Quantities	Units	Unit Price	Estimated First Year Price
Class I Landfill	100,000	Guaranteed Tons	Note:(A) \$7.70	\$770,000.00
Class III Landfill	50,000	Guaranteed Tons	Note:(B) \$7.70	\$385,000.00
Mini-Hand Unload Station (Current)	7,000	Guaranteed Pulls	Note:(C & D) \$45.76	\$320,329.74
Yard Waste Mulching	24,000	Tons	\$21.85	\$524,400.00
Transportation and Stockpiling of Recovered Material	300,000	Tons	\$ 2.72	\$816,000.00
Landfill Maintenance	1	Lump Sum	Note:(E) \$2,038,000.00	\$2,038,000.00
Standby Charge	1	Lump Sum	\$2,977,500.00	\$2,977,500.00
TOTAL COST				\$7,831,229.74

Note:(A)	For tons over the guaranteed amount of	100,000	\$	3.88
Note:(B)	For tons over the guaranteed amount of	50,000	\$	3.88
Note:(C & D)	For pulls over the guaranteed amount of	7,000	\$	39.35

At the start of the new proposed mini-hand unload (price per pull)

Note:(D)	For the base guaranteed pulls up to	10,000	\$	69.64
	For pulls over the guaranteed amount of	10,000	\$	62.05

Note:(E)	Annual price reduction for eliminating Toytown maintenance from our scope of work	\$	(189,250)
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SECTION H – PROPOSAL UNIT VALUE SCHEDULE

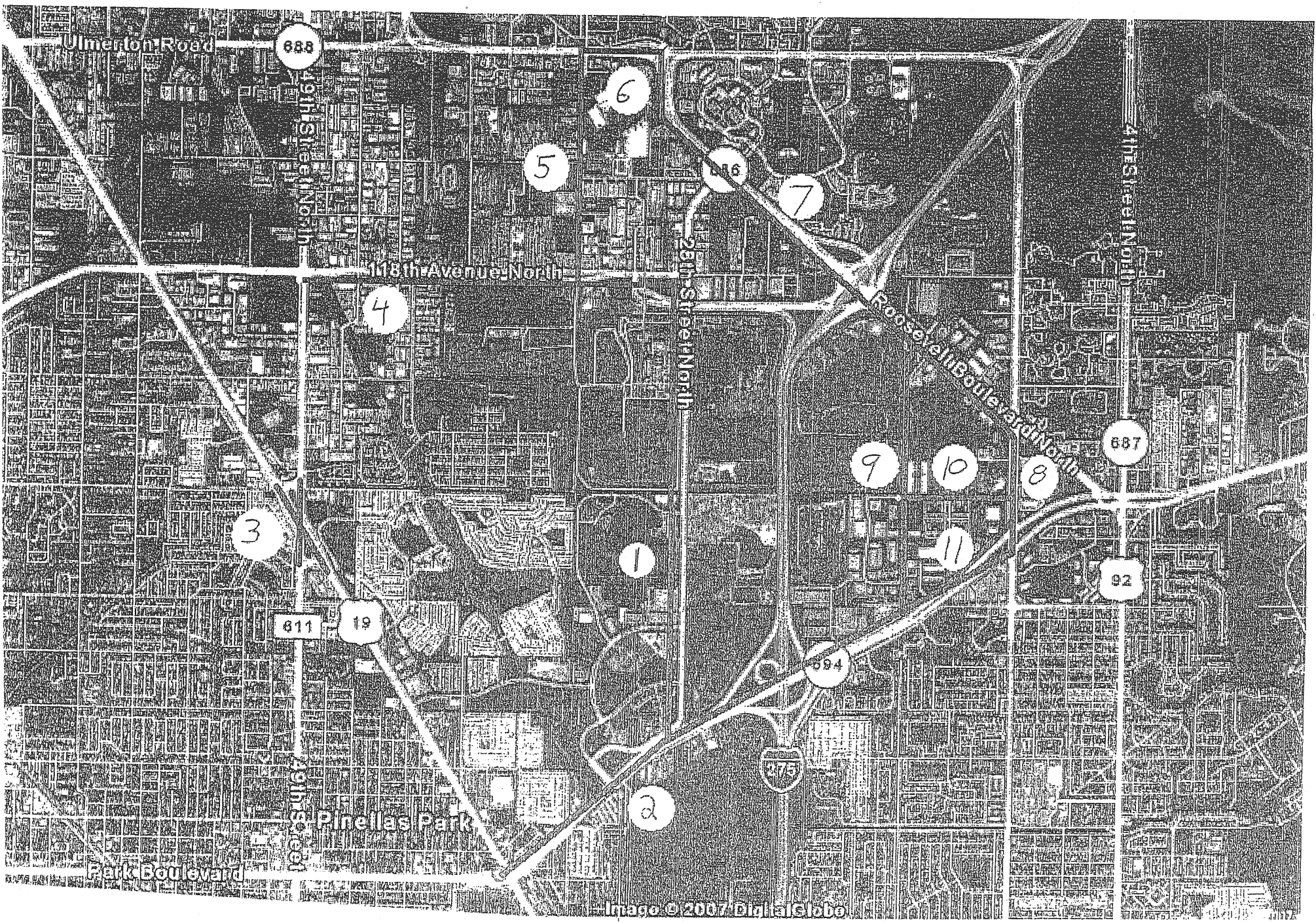
Proposers are to complete the Unit Value Schedule in full. The unit values are an agreed upon cost per unit of work as noted for Miscellaneous Tasks as described in the Contract Documents. The Unit Value Schedule will not be included in the Proposers total price for the Work. The Proposer understands that the County does not guarantee that any work will be done under these unit prices.

Item	Units	Unit Value
Material Handling	Cubic Yards	\$3.00
Excavation of Material	Cubic Yards	\$4.10
Erosion Control	Cubic Yards	\$3.00
Clearing and Grubbing	Square Yards	\$1.60

Based upon first year price – AF6 as delineated in Specific Condition 28

Offsite Litter Control Map and Description

1. 28th Street from North Gandy Blvd. to Roosevelt Blvd.
2. Gandy Blvd. from 9th Street North, west to 34th Street North (US 19).
3. The exit and entrance ramps at 34th Street North (US 19) and 49th Street North to Lakes Blvd.
4. 118th Ave. North from 49th Street to 28th Street North.
5. 34th Street from 118th Ave. North to Ulmerton Rd. (688)
6. Ulmerton Rd. (688) from 34th Street North to Roosevelt Blvd. (686).
7. Roosevelt Blvd. (686) from Ulmerton Rd. (688) to 9th Street North.
8. 9th Street North from Roosevelt Blvd. to Gandy Blvd.
9. 16th Street North from Roosevelt Blvd. (686) to Gandy Blvd.
10. 102nd Ave. North from 16th Street North to 9th Street North.
11. North Frontage Rd. from Gandy Blvd. to 9th Street North.



MANAGEMENT AND OPERATIONS PLAN

1. Mobilization

1A. Maintenance of office and shop facilities

1B. Utilities

1C. Personnel

2. Health and Safety Plan

3. Designation of persons responsible for operation and maintenance of facility

3A. On-site

3B. Emergency after hours contacts

3C. Off-site

4. Controlling type of waste accepted

4A. Inspection level for all waste

4B. Random load inspection program

5. Managing unacceptable or prohibited waste delivered to site (including regulated

Hazardous wastes)

5A. Personnel and public protection

5B. Identifying Deliver/Generator

6. Vehicle traffic control and unloading

6A. Class I fill area

6B. Class III fill area

7. Method and sequence of filling waste

7A. Class I fill area (including inclement weather operation)

7B. Class III fill area (including inclement weather operation)

8. Waste compaction and application of cover

8A. Class I fill area

8B. Class III fill area

9. Contingency operations

9A. Equipment failure

9B. Hot loads

9C. Fire

9D. Wet or flood conditions

9E. High wind

9F. Natural disaster

9G. Pest control

10. Special waste handling

10A. Asbestos

10B. Tires

10C. White Goods

10D. Ash

10E. Sludges

11. Operation of stormwater controls

12. Safety precautions to protect storm and ground water (Spill prevention plans, etc.)

12A. Shop area

12B. In field

13. Site maintenance

13A. Inspection program

13B. Road maintenance (including dust control, litter pick-up, trash flagging removal, etc.)

13C. Mowing

13D. Erosion control

13E. Pond, canal and ditch maintenance, culvert cleaning and maintenance

14. Equipment Management

14A. Method of procurement

14B. Maintenance Practices

14C. Replacement program

14D. Back-up equipment

15. De-mobilization

15A. Office and shop facilities

15B. Utilities

15C. Personnel

1. Mobilization

1A. Maintenance of Office, Shop and Truck Wash Facilities

Veolia ES Solid Waste Southeast, Inc. will occupy and maintain the current Landfill office and shop facilities located at 3050 110th Ave N, St.

Petersburg, FL 33716. Veolia will keep the truck wash facility free of aggregate and debris, including the regular and routine cleanout of the sump area.

1B. Utilities

Veolia will provide for utilities to the landfill office and shop facilities from the existing County supplied water and sewer. Veolia will pay current rates for the service. Electric service will be arranged and paid for by Veolia.

1C. Personnel

A correspondent is appointed to each Veolia division to monitor the Project's implementation. Michael Dougherty, Veolia's Eastern Region Vice President, will oversee the entire Project from the corporate level. The next highest level of management is Jim Suter, Veolia's Region Manager for the Southern Area.

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. Veolia will employ an on-site General Manager, Joe Coroniti. 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. Veolia will staff an on-site, full time Operations Manager. 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 the Agreement. Veolia's Operations Manager will be the direct contact between the County inspectors for all daily activities. Either the General Manager or the Operation's Manager, employed by Veolia, will be on-site at all times during operating hours.

Additional Veolia Support

Veolia'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. Veolia's Finance Department maintains financial statements, procedures, accounts payables, payroll and other issues related to financing. The Finance Department is centrally located and a representative visits the site on an as needed basis. With respect to this contract, a Finance Department representative will visit more frequently in the beginning of the contract to develop relationships and understandings of County requirements. The Finance Department performs internal audits typically on an annual basis. The Risk Management Department provides training, OSHA compliance, safety programs and training, and facility audits. Veolia has managed the Bridgeway Acres facility for 8 years with a General Manager on-site on a daily basis who is familiar with the County's objective and Contractor's requirements outlined on Page 9 of 34 in Contract RFP. The General Manager has already staffed the project and all employees are currently in place and have all training and certifications required by the contract.

2. Health and Safety Plan

Veolia shall provide an Emergency, Fire Control, and Safety Plan as part of the approved Operations Plan. In emergencies affecting the safety of persons, the work or the property at the Site or adjacent thereto, Veolia, without special instruction or authorization from the County, will act at its discretion to prevent threatened damage, injury or loss. Veolia 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 communications equipment provided by Veolia. After the request for emergency assistance has been placed; Veolia shall immediately place a telephone call (or otherwise immediately notify with two-way communications equipment) to inform the County of the emergency situation. Veolia shall arrange to meet the responding emergency personnel and accompany or direct them to the emergency location. Veolia personnel shall be trained 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. Veolia 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. Veolia shall advise the County in writing of the trained employee. Veolia 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. Veolia shall designate a responsible member of its organization at the Site whose duty shall be the prevention of accidents. This person shall be Veolia's General Manager unless otherwise designated in writing by Veolia to the County. Veolia shall, at all times, Operate in compliance with all federal, state and local safety laws and regulations.

3. Designation of persons responsible for operation and maintenance of facility

3A. On-site

Veolia's current and proposed General Manager, Joseph Coroniti, has twenty (20) years of experience in the design, construction and operation of municipal waste landfills. Mr. Coroniti holds a Bachelor of Science degree in Civil Engineering and is a licensed PE. In addition Veolia currently has four employees at the facility with Florida Manager of Landfill Operations Certifications so that our operations will have a Certified Operator on site at all times during the Term of the Agreement. Veolia will inform the County of any change in management and insure comparable qualifications.

A qualified 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. Veolia shall permanently remove from the Project any employee who violates any provision of the Contract or who is wanton, negligent, or discourteous in the performance of their duties. Veolia 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 employee who is certified by the American Red Cross or equivalent organization in fundamental first-aid training and CPR. Veolia shall provide a list of employees, their position, training, certification and phone numbers for emergency purposes. Veolia will provide a list of new hires, their training, telephone numbers, schedules and certifications.

3B. Emergency After Hours Contacts - Veolia Contact List

Contact	Title	Office Phone	Cell Phone	Nextel Direct Connect	Home Phone
Joe Coroniti	General Manager	727-572-7675	727-224-5506	158*120*33	813-920-4336

Scott Hanus	Operations Manager	727-572-7675	727-224-4200	158*19*64058	
Bill Henry	Supervisor		727-224-4239	158*19*64060	
Nick Vaseliades	Maintenance Supervisor		727-423-1089	158*19*216	

3C. Off-site

Over-site management

Veolia will also support the project with its Corporate and Regional Staff.

Michael Dougherty, Veolia's Eastern Region Vice President - (availability as needed)

Todd Strong, Veolia's Region Manager for the Southern Region (availability as needed, approx. 10% of his time will be dedicated to the Bridgeway Acres operation)

Dave Helfer - Area Controller (availability as needed)

Engineering

Todd Watermolen, Vice President Engineering/Compliance - (availability as needed).

Mr. Watermolen has over twenty-two years experience in the environmental and solid waste engineering industry. Mr. Watermolen is a PE registered in the state of Wisconsin. He holds a Master of Science Degree in Civil and Environmental Engineering.

Andilee Gregg, Hydrologist/Staff Engineer - (availability as needed) Ms. Gregg has over twelve years experience in the environmental and solid waste industry.

Ms. Gregg joined Veolia after working for a consultant in the Environmental engineering Sector. She holds a degree in Geology.

David Marthaler, Construction Manager - (availability as needed) Mr. Marthaler has over twenty two years experience in the landfill construction industry. Mr. Marthaler joined Veolia after working for Waste Management and Rust Engineering.

Safety

Ken Arms, Region Safety Manager for the Southern Region - (availability as needed)

Other

Veolia's Human Resources, Equipment Maintenance and Information Systems departments will also be available as needed.

4. Controlling Type of Waste Accepted

4A. Inspection Level for all waste

Veolia's inspectors, equipment operators and spotters shall be trained, with Florida Department of Environmental Protection 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.

4B. Random Load Inspection Program

Veolia shall develop and 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: Veolia will examine at least three (3) random loads of solid waste delivered to each of the Class I and 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 Project Limits. A detailed inspection of the discharged material shall be made by Veolia for any unauthorized or Prohibited Wastes. If unauthorized or Prohibited Wastes are found, Veolia 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 Project to determine the identity of the waste sources.

If any regulated Hazardous Wastes are identified by random load checking, Veolia 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 Project and the generator of the wastes, if known, will be directed to remove the waste from the site. Otherwise, Veolia 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 Veolia's inspector on County approved forms. The written record shall be signed by Veolia's inspector and provided to the County.

5. Managing unacceptable and prohibited wastes

5A. Personnel and public protection

Veolia 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. 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 Director 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.

5B. Identifying Deliverer/Generator

Veolia 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. Veolia 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. Veolia's employees shall be trained and equipped to implement and perform the procedures in the HWCP. Veolia will be responsible for clean up, transportation and disposal of Prohibited Waste as provided in Agreement Specific Condition 17.

6. Vehicle Traffic Control and Unloading

6A. and 6B. Class I fill and Class III fill areas

The County shall be responsible for smooth and efficient traffic flow at all times within the Project Limits on all paved roads. The County shall erect and maintain all permanent signs and barricades within the Project Limits on all paved roads. Veolia shall be responsible for smooth and efficient traffic flow at all times within the Project Limits on all un-paved roads. Veolia shall be responsible for the maintenance of all unpaved all-weather and service roads used for disposal purposes. Veolia shall erect and maintain all temporary signs and barricades within the Project Limits on all unpaved roads. These directional signs must be placed in a highly visible location and moved as necessary. Veolia shall construct and maintain permanent and temporary service roads not to exceed a maximum grade of 5%, or as otherwise approved by the County, on the Project Limits as necessary for the safe and expeditious movement of traffic. 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 Veolia 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 Veolia's tracked vehicles on paved roads shall be repaired at Veolia's expense to the satisfaction of the County. Veolia shall coordinate with the County at the conclusion of each operating day to ensure that no disposal vehicles will remain on the Site after operating hours.

Trained spotters will be present at the working face at all times waste is received. Spotters will direct traffic, assure vehicles are in correct tipping area and check contents of loads. Veolia shall be responsible for sorting and removing prohibited material from the working face of the landfill in accordance with Chapter 62-730 FAC and the County's operating permit, and placing in the appropriate container. Veolia's Operations Manager, Scott Hanus, is certified by the University of Florida, TREEO Center to conduct spotter training on-site. Mr. Hanus provides spotter training to all new Veolia employees and annual refresher training to current employees. Certification documentation will be submitted to the County.

7. Method and Sequence of Filling Waste

7A. and 7B. Class I and Class III area

The progression of filling shall be in accordance with the County's current FDEP permit(s) and the approved Management and Operations Plan. Veolia 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. 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. No offsite material will be used for cover. All cover material will be provided by the County. Waste shall be covered with at least six inches of compacted material 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 fire fighting purposes. Veolia 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. 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, Veolia shall establish and stake final grades at no additional cost to the County and shall place waste and earth to conform with 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 either from the WTE Facility or from available stockpiles, material from demolition of all weather roads and vehicle maneuvering areas, or soil from the stockpiles or excavation. Alternatively, synthetic material can be furnished by the County and installed by Veolia as daily cover provided it meets the requirements of 62-701 FAC, is installed in a uniform manner. Initial Cover shall be placed on compacted waste at the end of each working day, or weekly for the Class III Landfill. Cover material placed by Veolia will be noted in the Operations Log (Exhibit 2). Payment for cover is included in the unit price for each Ton of Class I or Class III waste landfilled. Payment for excavation of material for cover shall be in accordance with the "Excavation of Material" rate in Section H of the proposal. Initial cover shall be spread and compacted in

accordance with 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 Chapter 62-701FAC.

Intermediate Cover shall be maintained at the required depth with any erosion damage or settlement damage repaired by Veolia within five (5) working days of discovery or according to an alternative schedule mutually agreeable to Veolia and the County. Where intermediate cover has been placed, and landfilling is resumed in that area, the intermediate cover may be removed by Veolia prior to resuming landfill operations. This material may be stockpiled for use as daily cover.

Tipping areas will be directly in front of the active waste lift. Lifts will be placed over the portion of the Class I Landfill area as shown on the Operating Plan drawings. Lifts will not exceed eight feet in height. Lifts will be constructed in rows wide enough to accommodate at least one days filling. The rows will be placed until an entire lift is completed. A new lift will then be started on top of the previous lift. This manner of filling will continue until areas, including side slopes, reach prescribed elevations. To minimize the amount of open area with initial cover, portions of the Class I landfill already open with initial cover, will receive lifts first. Rather than filling lifts over the entire Landfill area, the Landfill will be divided up into Cells. These cells will be filled to an intermediate height until all cells reach the same specified height. The filling sequence can be modified to a mutually agreeable sequence as directed by the County. Veolia will provide detailed filling sequence plans showing lifts, cells, construction and areas to receive intermediate and final cover. The plans will be submitted for approval

prior to start of operations and will comply with the existing operating and permit plans. Veolia will provide surveys of landfilling activities as outlined in the contract documents.

8. Waste compaction and application of cover

8A. and 8B. Class I and Class III Area

The Contractor shall utilize dozers and compactors required by the Standby Equipment List to achieve a compacted-in-place density of 1,625 lbs. per cubic yard. Not less than every six months, the County will compute the compacted landfill density by calculating the volume of landfill consumed from surveys provided by the Contractor, and the waste, cover and aggregate landfilled determined from County weighing records for both Class I and III facilities.

The actual in place density of the landfill will be calculated as follows:

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

The liquidated damage provision (Agreement Specific Condition 8) shall be calculated to reflect, as a liquidated damage and not as a penalty, the value of the capacity lost based on the following: A rate per ton based on 25% of the current cost per ton multiplied by the difference between the actual lbs per cubic yards (if less than 1625 lbs) and 1625 lbs. per cubic yard converted to tonnage accepted during the measurement period should be used. Provided however, no liquidated damages would apply during periods of unusual increases in volume due to an Uncontrollable Circumstance as that term is defined in the Agreement. Furthermore no compacted-in-place density liquidated damages would apply for total waste diversions exceeding

three months ("Extended Diversion") except as provided hereafter. Once such Extended Diversion has occurred, the liquidated damages shall thereafter, and during the continuation of such Extended Diversion, be based on a guaranteed compacted-in-place density of 1,400 lbs. per cubic yard. Daily cover will be placed on the waste at the end of each day. The initial cover will be placed a minimum of six inches and in compliance with contract and permit documents. The type of Initial cover used will consist of recovered materials or on-site dirt. Recovered materials will be utilized as the first choice, initial cover will be hauled with dump trucks and spread and compacted with dozers. Areas filled during the contract term that do not anticipate receiving additional waste within 180 days will be covered with intermediate soil or aggregate cover. The intermediate cover will be placed in addition to the initial and at a minimum of twelve inches in thickness. The intermediate cover will be hauled in dump trucks and applied with a dozer and grader. The intermediate soil cover will be grassed with an approved seed mix to prevent erosion. Any erosion found on the cover will be repaired with additional soil and grassing. All Intermediate cover will be removed and used for initial cover prior to placing any additional waste. The soil will be scraped back with a dozer and stockpiled in an appropriate location until it is reused. Final capping is not included as part of this proposal, however Veolia can provide the County with an estimate to perform final capping during the term of this agreement.

9. Contingency Operations

9A. Equipment Failure

In the event of unexpected prolonged equipment failure, equipment will be rented until repairs are made. With the exception of landfill compactors, rental

equipment is typically available within twenty four (24) hours. In the event a landfill compactor is inoperable for an extended period of time Veolia will make arrangements to have a like piece of equipment brought to the site. Compactor movement can be typically accomplished within seventy two (72) hours. The County will be notified of any equipment required to leave the site for repairs.

9B. Hot loads

Hot loads will be directed to the hot load area and discharged from the truck. The water truck will be dispatched to extinguish the burning material. The material will be spread and further wetted to eliminate hot spots or flare ups. The load may be smothered with dirt if required. The material will be loaded and delivered to the tipping floor for disposal. Local emergency response will be dispatched to assist if required.

9C. Fires

Landfill fires will be dug out with a dozer and extinguished with dirt and water.

Vehicle fires will be extinguished with fire suppressants and the water truck. Local emergency response will be dispatched as needed. Equipment fires will be extinguished with fire suppressants and the water truck. Local emergency response will be dispatched as needed.

Facility fires will try to be contained with extinguishers until local emergency response arrives. In the event of major facility damage Veolia 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. Veolia will maintain fire suppression equipment at the facility, on trucks and equipment.

9D. Wet or flood conditions

Stabilizing material (aggregate) will be applied to unpaved roads and tipping areas. Equipment will be moved to high ground in the event of flooding.

Additional pumps will be implemented to assist with storm water management.

9E. High wind

During high wind events, the tipping areas if possible will be moved to the low, down wind portion of the Landfill. Equipment and materials susceptible to blowing will be moved inside or tied down. Additional manpower will be dispatched to control blowing litter.

9F. Natural disaster

A site specific disaster response plan will be developed and implemented for the Bridgeway Acres Landfill. All employees will be trained in their proper response.

9G. Pest control

Vectors, birds and insects will be controlled at the Landfill with initial cover or by such other method(s) as mutually agreed to between the County and Veolia.

10. Special waste handling

10A. Asbestos

Asbestos will be disposed of at the Asbestos mono-fill as directed by the County.

Each load will be checked for proper handling and documentation. The load will be covered with a minimum of twelve inches of approved material immediately after deposited.

10B. Tires

Tires found at the Landfill tipping areas will be segregated and containerized. Once full, the container will be weighed and delivered to the WTE Facility.

10C. White Goods

White goods found at the Landfill tipping area and Mini-Hand Unload Station will be segregated and placed in roll-off containers furnished by the County's metal removal contractor. White goods containing CFC's will be segregated and stored in an upright position in preparation for CFC removal by Veolia or its' subcontractor. Veolia will mark each item upon completion of CFC removal. These marked items will then be loaded into a roll-off container furnished by the County's metal removal contractor.

Veolia will supply the County with certification on the CFC removal and disposal.

10D. Ash

Ash other than ash processed by the County will be tipped in the area as designated by the County. The loads will be inspected to assure no risk of fire and complete destruction of medical waste. Safe loads will be landfilled in the Class I or Class III landfill as designated by the County. Hot loads will be extinguished or allowed to cool down until they can be disposed of.

10E. Sludge

Sludge will be handled at the landfill in a manner not to cause odors or traffic problems. Sludge will be buried at toe of working face or mixed with dry material when available. All special wastes will be disposed of in accordance with the County's special waste acceptance program. Loads will be checked for

approvals.

Loads will be documented in a manner meeting County approval. No special waste will be accepted without prior County approval. Veolia can provide and implement its existing special waste acceptance program if directed by the County. All employees will be trained on special waste acceptance procedures.

11. Operation of Stormwater Controls

Stormwater will be managed with the use of ditches and berms. Pipes and erosion resistant material will be installed as needed. All stormwater will be directed to the stormwater ponds. Stormwater will not be allowed to pond on the landfill. Pumps will be used as needed for removing stormwater that accumulates in construction or borrow areas if needed.

12. Safety Precautions to protect storm and ground water

Veolia will implement site specific Spill Prevention Plans for the Bridgeway Acres Landfill. The plans will be developed by Veolia Engineering and Safety Departments. The Plan will be submitted for approval prior to start of operations.

13. Site Maintenance

13A. Inspection Program

Veolia will inspect all major areas of the site daily. The program and any inspection forms will be submitted to the County for approval. The inspection program will center on the facility maintaining compliance with contract and permit documents. The completed inspection forms will contain corrective action measures and will be submitted to the County as directed.

13B. Road Maintenance/ Litter

a. Litter

Veolia 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 Project Limits, and within the public right of way to a limit of 2 mile beyond the Project Limits for 28th Street and 118th Avenue and 34th Street N. Veolia 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 roads within the Project Limits shall be kept free from debris and sharps by continuous sweeping with the sweeper required by the Standby Equipment List during the Contractor's hours of operation. Veolia shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from daily operations. Veolia understands the County expects the litter program to be proactive rather than reactive.

b. Off-Site litter control

Veolia 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, dedicated to litter collection and control in the area shown in contract Exhibit 4, affected by the landfill operations in the project limits.

c. Dust

Veolia shall maintain a 3,000 gallon water truck equipped with a pump and directional gun nozzle on the Site at all times. Veolia will use surface waters within the Project Limits or reclaimed water as directed by the County for dust

control in accordance with the approved County Operations Plan. Veolia will provide the necessary pumps and hoses to fill the water truck. Veolia 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. Veolia 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. Veolia 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.

13C. Mowing

Veolia shall mow, trim and edge vegetative matter within the Project Limits as shown in County Agreement Appendix B. Open fields shall be mowed to a height of twelve (12) inches. Grass areas adjacent to buildings shall be mowed to a height of four (4) inches. The Toytown Landfill shall be mowed to a height of twelve

(12) inches. Veolia will furnish all equipment 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. Ditches, canals, culverts and fences will be kept free of vegetative growth. Veolia understands it is prohibited from using mowers which lack the ability to follow natural contours independent of tractor angle. Veolia understands no chemical control of vegetation is allowed unless prior approval is granted by the County. Any damage to the Site that occurs as the result of the maintenance of vegetation shall be reported to the County immediately. Veolia shall have five (5) Days in which to repair any damage. Equipment and personnel are listed in proposal Sections 5 and 6 respectively.

13D. Erosion control

Veolia will repair and restore erosion and depressions from settlement of the Contractor completed landfill areas. In addition, Veolia 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. Veolia will be paid based on cubic yards in place as negotiated with the County prior to beginning. This item shall not apply to restoration of Veolia's work. Veolia will maintain necessary equipment and personal or make available necessary equipment and personal to maintain all erosion obligations under this contract. Equipment and personnel are listed in proposal Sections 5 and 6 respectively.

13E. Pond, canal and ditch maintenance

Shall mean the maintenance of all ponds, canals, ditches and culverts within the Project Limits as listed in County Agreement Exhibit 3 and shown in Appendix B. Maintenance activities shall be sufficient to maintain flow in all ditches, canals and culverts. Removal of vegetation and sediment 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 Veolia's expense. Veolia will maintain necessary equipment and personnel or make available necessary equipment and personnel to maintain all pond, canal and ditch maintenance and culvert cleaning and maintenance obligations under this contract. Equipment and personnel are listed in proposal Sections 5 and 6 respectively.

14. Equipment Management

14A. Procurement

Veolia will own all stand-by and frequently used equipment. Veolia uses a decentralized purchasing system and utilizes local vendors when available. Equipment purchase is approved by means of a Capital Expenditure Request and approvals can generally be obtained in same day. Back up or infrequently used equipment is generally rented on a case by case basis and obtained with local same day purchase orders. Veolia will order required equipment after award of contract. Delivery delays are anticipated on new equipment, but Veolia will make arrangements to have like equipment on site for the start of this contract until specified equipment is delivered.

14B. Equipment maintenance

The contractor facility will be equipped to handle routine maintenance and repairs. This includes preventive maintenance, cleaning, minor repairs and parts changing. Veolia will employ trained qualified people to perform these tasks. These individuals will be required to have experience in heavy equipment. Commonly used parts will be stocked at the facility. Equipment vendors will be

required to guarantee 24-hour parts availability. Major repairs and rebuilds will be handled by the equipment vendors on an as-needed basis. Equipment vendors will be required to supply trained, qualified technicians to perform the work.

Veolia will enlist major equipment in vendor supplied service programs.

Equipment will be serviced and inspected at manufacturer recommended intervals. These programs will reduce unexpected breakdowns and assist in predicting major failures by sampling component oil and filters. Major equipment dealers generally can provide 95% of parts within 24 hours. Dealers will also track wear items on equipment so replacements can be scheduled.

Policies and Procedures No.: O-4 Date Issued: April 25, 2002

Subject to change according to Veolia maintenance policy.

I. Work Orders:

Each facility will maintain a work order for each piece for equipment for each month.

Keeping track of:

Mechanic Hours

Part(s) put on vehicle

Preventive Maintenance Schedules (PM's)

Outside Repairs

II. Maintenance History:

Each maintenance facility will keep individual vehicle maintenance history files for:

1. Work Orders

2. VCR (Vehicle Condition Report)

3. PM (Preventative Maintenance)

4. Annual Inspections

5. DOT Road Side Inspections

III. Record Retention:

Work Orders - Life of vehicle + 1 year

VCR's - 90 days

PM Form - Life of vehicle plus 1 year

IV. Computerized Maintenance Program:

Each Maintenance Facility will maintain a computerized maintenance program For Preventive Maintenance tracking and vehicle maintenance history. This program will be the Corporate approved maintenance system, operating at all locations, on our wide area network.

V. PO Log:

Each maintenance facility will maintain a PO log for purchases of maintenance titled items.

VI. MSDS Center:

Each maintenance facility will maintain an MSDS Center according to OSHA regulations.

VII. Road Call/Down Time:

Each maintenance facility will maintain a Road Call/Truck Down report. Daily recording of road calls and truck down for repairs. Each maintenance facility will comply with the Maintenance program set forth in the Veolia Environmental Services "Maintenance Manual" which identifies the intervals and procedures for our PM's.

VIII. Modifications:

Each maintenance facility will not modify waste hauling equipment or use experimental products, without proper permission from the Regional Maintenance Manager and or Director of Safety.

IX. Truck Washing:

Truck washes - weekly - comply with local and state regulations regarding wash water drainage. Truck cabs and equipment must be kept clean.

Policies: Vehicle

I. ID:

All vehicles will conform to Veolia ID Program - set forth in the Veolia Identification Manual.

II. Battery Disconnect:

All vehicles will have battery disconnect switches on all vehicles over 10,000 lb GVW

III. Tires on Steer Axles:

Recap steers - recap tires are not allowed on steer axles on any waste hauling piece of equipment wheel with only one exception! On front drive trucks which operation inter-city and have speed restrictions to 45 mph; recapping restricted to only once.

IV. Tread Depth:

Tread Depth - We will not operate a tire at the tread depth of 4/32 or less, tires must be removed.

V. Fire Extinguisher:

Fire Extinguisher - Every piece of equipment will carry and maintain an active 20 lb. fire extinguisher.

VI. Seatbelts:

Each piece of equipment will have working seatbelts.

VI. Brake Linings:

Linings - Must meet OEM specifications. Linings must meet or exceed weight rating of the piece of equipment.

VIII. Hour Meter:

Each piece of equipment will have an operating Hour Meter

IX. PM Policy:

PM Policy - Each maintenance facility will follow the Veolia policy for PM Maintenance on company owned equipment.

PM Interval

A PM - 250 hours - 48 point inspection and grease job

B PM - 500 hours - Inspection and oil, oil filter and grease

C PM - 1000 hours - Complete service - Annual Inspection

"A" Service

Clean Machine

Test anti-freeze

Add coolant corrosion inhibitor, change water filter

Inspect/adjust belts, inspect hoses

Lube fan and adjuster bearings

Take engine oil sample

Change engine oil and filters

Change fuel filters - drain water trap, clean sediment bowl and screen

Inspect and service air cleaners and pre-cleaners

Clean cab air filters

Service air conditioner; belts, filters, cores

Check brake oil reservoir level

Inspect and adjust brakes

Lube brake camshafts

Check steering gear oil level - lube bearings

Adjust tracks (if applicable)

Lube drive shaft U-Joints and support bearing

"B" Service

Take hydraulic oil sample and change filter

Take transmission oil sample and change filter

Wash transmission magnetic strainer

Take differential drive oil sample

Wash engine crankcase breathers

Remove/ clean battery cable ends

Test batteries

Clean fuel tank cap filter and screen

"C" Service

Change transmission oil

Clean transmission breather and oil screen

Clean differential breather

Change steering gear oil

Pressure check cooling system and test valve

Torque ROPS (roll over protection system) mounting bolts

“D” Service

Change differential/final drives oil

Check hydraulic pressures

Change hydraulic oil - wash filter screen

Change engine air cleaner inner and outer elements

Torque engine cylinder head bolts / nuts

Adjust valves

Check engine RPM's low and high idle, stall speed

Check accumulator precharge pressures

Pack required bearings

Change / adjust any applicable bearing

Inspect brake shoes and drums.

III. Wheel Chocks:

Wheels must be chocked on any vehicle in any Veolia repair facility while service or repair is being performed; this includes road service as well.

IV. Lockout/Tagout:

Each facility will have a lockout / tagout procedure approved by the region safety and maintenance managers.

V. Welding:

When welding on the body - the electrical system needs to be shut off by either using battery disconnect or by removing positive battery cables.

VI. Wheel Removal:

When removing a wheel - the frame of the truck must be supported by a permanent floor to frame stand.

Veolia has entered into a preventive maintenance program with Ring Power, an authorized Caterpillar Dealer, to provide a preventative maintenance program on all heavy equipment utilized on site. The details of the program follow.

PM Solutions...

PM Solutions is a maintenance management system. There are seven elements that are essential to the maintenance program:

Preventive Maintenance

Oil Sampling

Inspections

Training

Scheduling

Repair Management

Record Keeping

Included in each service:

Visual walk-around inspection with machine-specific checklist.

Check all fluid levels of all compartments and top off. (1st gallon included)

Change oil and filters in accordance with mfg. lubrication and maintenance guide.

Oil sample of all compartments.

Change primary air filter. Change secondary air filter @ 500 hours.

Check antifreeze and top off as needed.

Visually inspect cooling system for leaks and damage.

Clean, check, and fill batteries.

Clean primary fuel filter and replace secondary fuel filter.

Grease entire machine.

Dispose of waste oil and used filters.

Safety inspection including horn, back-up alarm, seat belts, parking brake, and service brakes. Personal consultation on abnormal oil samples and problems detected on checklist

14C. Replacement program

Veolia generally replaces heavy equipment at seven-year intervals. Pick ups and light equipment in three to five years. These time frames are based on heavy use and are subject to change based on the recommendation of Veolia management.

14D. Back-up equipment

Back up equipment will be obtained from other Veolia operating sites or rented from dealers as required. The replacement equipment obtained will have same specifications as stand-by if available. Veolia will obtain County approval prior to providing out of spec equipment if same type is not immediately available.

15. De-Mobilization

15A. Office and shop facilities

At the time Veolia no longer provides landfill operations services as provided under RFP 078-0117P Veolia will vacate the office and shop facilities located at 3050 110th Avenue N St Petersburg, FL 33716.

15B. Utilities

At the time Veolia no longer provides landfill operations services as provided under RFP 078-0117P Veolia will cancel utilities to the facility from the existing

County supplied water and sewer and electric. Veolia will pay all debits for the service.

15C. Personnel

At the time Veolia no longer provides landfill operations services as provided under RFP 078-0117P Veolia management will, to the greatest extent practicable, assist the County and its' new Contractor throughout the transition period. Veolia will provide the County's new Contractor with opportunities to conduct on-site interviews with existing personnel who might be interested in working for the County's new Contractor.

5. PERSONNEL REQUIREMENTS

- Class I LF (normal operations): 1 operator, 1 spotter
- Class I LF (diversions): 4-5 operators, 4 spotters
- Class III LF: 2 operator, 3-4 spotters
- Mini Hand Unload (normal operations): 1 driver, 1 spotter
- Mini Hand Unload (diversions): 1-2 drivers, 3-4 spotters
- New Mini Hand Unload (when built): 1-2 drivers, 3-4 spotters
- Yard Waste Area: 1 operator, 1spotter
- Litter Control (Offsite): 4 drivers/laborers
- Mowing (growing season): 10 employees including supervisor, operators
and laborers
- Mowing (off-season): approximately 7 employees including supervisor,
operators and laborers
- Site Maintenance: 1 operator, 1 driver, contract labor as necessary

- Transportation of Recovered Materials: 3 drivers

General Manager, Operations Manager, Office Manager, Mechanic and Field Supervisor.

6. EQUIPMENT REQUIREMENTS

- Class I LF (normal operations): 1 - 836 Compactor, 1 D8 Dozer, 1 - Light Plant
- Class I LF (diversions): 2-836 Compactors, 2 - D8 Dozers, 1 - D6 Dozer, 2 Light Plants
- Class III LF: 1 - 826 Compactor, 1 - D8 Dozer, 1 - Light Plant
- Mini Hand Unload (normal operations): 1 - Roll off truck
- New Mini Hand Unload (when built): 1 - Roll off truck, 1 Loader
- Yard Waste area: 1 - grinder, 1 - loader
- Litter Control (offsite): 2 - pickup trucks
- Mowing (growing seasonal): 1 - slope mower, 2 - tractors as needed, 2 - mowers
- Mowing (off-season): 1 - slope mower, 1 - tractor, 2 - mowers as needed
- Site Maintenance: 1 - Pelican P Series Sweeper, 1 - 3000 gallon water truck, 1 - 12M Road Grader, 1 -972 Loader, 1 - 330 Excavator
- Transportation of Recovered Materials: 3 - 25 ton Rock Trucks. 1 - 16 cubic yard dump truck

❖ **Note:** The Contractor is requesting approval to substitute one (1) 25 - Ton Rock truck to replace one (1) 16 cubic yard dump truck.

PINELLAS COUNTY EVALUATION CRITERIA TABULATION SHEET

**Landfill Operation - Bridgeway Acres
078-0117-P (AM)**

COMPANY NAME	EVALUATOR	EVALUATOR	EVALUATOR	EVALUATOR	EVALUATOR	TOTAL POINTS	TOTAL AVERAGE	RANK
	T.F. Armbruster	Kim Byer	Joe Going	Robert Hauser	Don Ross			
1 Veolia ES Solid Waste Southeast	3754.00	3762.00	3645.00	3700.00	3675.00	18536.00	3707.20	

Date: April 2, 2008