ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201

EMERGENCY AGREEMENT NO. 766-14

THIS EMERGENCY AGREEMENT (hereinafter "Agreement" or "Contract") is made, on
the date of execution by the County, between American Disposal Services,
Inc., 10370 Central Park Drive, Manassas, Virginia 20110 ("Contractor"), a
Virginia Corporation, authorized to do business in the Commonwealth of
Virginia, and the County Board of Arlington County, Virginia ("County"). The
County and the Contractor, for the consideration hereinafter specified, agree
as follows:

SECTION 1 - GENERAL PROVISIONS

1.1 CONTRACT DOCUMENTS

The contract documents consist of this Agreement and any exhibits,
attachments, or amendments thereto. Where the terms and provisions of this
Agreement vary from the terms and provisions of the other contract documents,
the terms and provisions of this Agreement shall prevail over the other
contract documents and the remaining contract documents shall be
complementary to each other and if there are any conflicts the most stringent
terms or provisions shall prevail.

The Contract Documents set forth the entire agreement between the County and
the Contractor. The County and the Contractor agree that no representative or
agent of either of them has made any representation or promise with respect
to the parties’ agreement that is not contained in the contract documents.
The contract documents may be referred to herein as the “Contract” or the
“Agreement.”

1.2 SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract
(hereinafter "the Work") beginning on July 1, 2014, unless otherwise directed
by the County. The primary purpose of the Work is to provide curbside solid
waste collection services, and other related services, to residential housing
units within the County. The Contractor shall provide these services to
County residents on behalf of and as directed by Arlington’s Department of
Environmental Services (DES), Solid Waste Bureau (SWB).

This Contract sets forth the scope of work estimated by the County and the
Contractor to be necessary to complete the Work. It shall be the Contractor’s
responsibility, at the Contractor’s sole cost, to provide the specific
services set forth in the Contract and sufficient services to fulfill the
purposes of the Work. Nothing in the Contract shall be construed to limit the
Contractor’s responsibility to manage the details and execution of the Work.

1.3 CONTRACT TERM

The Work shall commence on July 1, 2014, and shall be completed on the last
day prior to commencement of services under an agreement to be awarded by the
County under a competitive solicitation process, which provides for all the

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services covered by this Agreement No. 766-14, subject to any modifications as provided for in the Contract. The County will notify the Contractor not less than thirty (30) days in advance of the completion date.

1.4 CONTRACT AMOUNT

Payments will be made in accordance with the terms in Section 6 of the Contract for the Contractor’s completion of the Work described and required pursuant to the Contract. The Contractor agrees that it shall complete the Work for the unit prices specified in the Contract (“Contract Amount”) unless such prices are modified as provided for in this Agreement.

1.5 PRICE ADJUSTMENTS

The Contract Amount shall remain firm throughout the first twelve (12) months of the Contract Term. Adjustments in the amount for any additional period shall be made in accordance with Section 6.3 of this Contract.

1.6 PAYMENT

The County will make payment to the Contractor within thirty (30) calendar days after receipt by the County Project Officer of an invoice for Work done that is reasonable and allocable to the Contract; has been performed to the satisfaction of the County Project Officer; and includes the reports and documents required pursuant to the Contract. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

Amounts on invoices shall not include unit prices for services on which no Work has been done. The County Project Officer will either approve the invoice or require corrections. The County reserves the right to withhold any or all payments or portions thereof for Contractor’s failure to perform as allowed under this Contract or failure to provide the required documents in accordance with Contract Section 3.2.

1.7 COUNTY PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer or assignee who shall be appointed by the Chief of the Arlington County Solid Waste Bureau, or successor agency. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract.

1.8 ADJUSTMENTS FOR CHANGE IN SCOPE

The County may order changes in the Work within the general scope of the work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the work or that the Contractor’s services have been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by the County and the Contractor. If the Contractor believes that any particular Work is not within the scope of the work or is a material change or will otherwise call for more compensation to the Contractor, the Contractor must immediately notify the County Project Officer after the change or event occurs, and within ten (10) calendar days thereafter, must provide written notice to the County Project Officer.
Contractor's notice must provide to the County Project Officer the amount of additional compensation claimed, together with the basis therefore and documentation supporting the claimed amount. The Contractor will not be compensated for performing any Work unless a proposal complying with this paragraph has been submitted in the time specified above and a written Contract amendment has been signed by the County and the Contractor and a County Purchase Order is issued covering the cost of the services to be provided pursuant to the amendment.

1.9 **ADDITIONAL SERVICES**

The Contractor shall not be compensated for any goods or services provided except those included in the Contract and included in the Contract Amount unless those goods or services are covered by a written amendment to this Contract signed by the County and the Contractor, and a County Purchase Order is issued covering the expected cost of such services.

Additional services agreed upon by the parties will be billed at the rates set forth in the Contract unless otherwise agreed to by the parties in writing.

1.10 **REIMBURSABLE EXPENSES**

No reimbursable expenses are allowed under this Contract. The Contract Amount includes all costs and expenses of providing to the County the work described in this Contract.

1.11 **PAYMENT OF SUBCONTRACTORS**

The Contractor is obligated to take one of the two following actions within seven (7) calendar days after receipt of amounts paid to the Contractor by the County for Work performed by any subcontractor under this Contract:

A. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the Work performed by the subcontractor under this Contract; or

B. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) calendar days following receipt by the Contractor of payment from the County for Work performed by the subcontractor under this Contract, except for amounts withheld as allowed in 1.11.B., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this Section may not be construed to be an obligation of the
County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

1.12 NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia, for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) calendar days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County’s written notice.

1.13 REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES)

The Contractor will furnish all of the items or services described in the Contract if so requested by the County. The Contractor understands and agrees that this is a requirements contract and the County will have no obligation to the Contractor if no or fewer items or services are required or requested by the County. Any quantities which are included in the Contract are the present expectations of those who are planning for the County for the period of the Contract. The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy that amount or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The Contractor further understands that the County may require goods and/or services in excess of the estimated annual contract amount and that such excess shall not give rise to any claim for compensation other than compensation at the unit prices set forth in this Contract.

1.14 COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

1.15 PROJECT STAFF

The County will, throughout the Contract Term, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the County reasonably rejects staff or subcontractors pursuant to this Section, the Contractor must provide replacement staff or
subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor’s employees and employees of any of its subcontractors shall be the sole responsibility of the Contractor.

The use of day laborers to perform any Work under the Contract shall not be allowed unless authorized by the County Project Officer in writing. Legitimate temporary labor, meaning workers who enter into a legal agreement with the Contractor to work for a specific time period, shall be permitted and must be paid in accordance with the Service Contract Wage/Living Wage provisions described herein.

1.16 **SUPERVISION BY CONTRACTOR**

The Contractor shall at all times enforce strict discipline and good order among the workers performing under this Contract and shall not employ any person not reasonably proficient in the Work assigned.

1.17 **EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**

During the performance of this Contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.

C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.

D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990, which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.

E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

1.18 **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

In accordance with §2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.
1.19 **DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR**

During the performance of this Contract, the Contractor agrees to: (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this Section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

1.20 **SAFETY**

The Contractor shall comply with, and ensure that the Contractor's employees and subcontractors comply with, all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health program of the Department of Labor and Industry for General Industry and for the Construction Industry, the Federal Environmental Protection Agency standards and the applicable standards of the Virginia Department of Environmental Quality.

The Contractor shall provide, or cause to be provided, all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the Work specified to be performed by the Contractor and subcontractor(s).

The Contractor shall provide to the County, at the County's request, a copy of the Contractor's written safety policies and safety procedures applicable to the scope of work. Failure to provide this information within seven (7) calendar days of the County's request may result in cancellation of this Contract.

1.21 **WARRANTY**

The Contractor warrants to furnish the services described herein at the times and places and in the manner and subject to the conditions set forth. The Contractor shall enter upon and complete the performance of services with all due diligence and dispatch and shall exercise the highest degree of skill and competence.
1.22 UNSATISFACTORY WORK

If any of the Work done, or material or equipment provided, by the Contractor is unsatisfactory to the County, the Contractor shall, on being notified by the County, immediately remove at the Contractor's expense such unsatisfactory Work or material or equipment and replace the same with Work or material or equipment satisfactory to the County and, in the event the Contractor fails within fifteen (15) calendar days after receipt of written notice to remove improper or unsuitable Work or material or equipment and replace it with suitable and satisfactory Work or material or equipment, the County shall have the right, but not the obligation, to remove the rejected Work or material or equipment and replace it with proper Work or material or equipment at the expense of the Contractor. This paragraph applies during the Contract Term, and during any warranty or guarantee period. The County shall be entitled to offset such expense against any sums owed by the County to the Contractor under this Contract. If the County Project Officer and the County deem it expedient not to require correction or replacement of the Work that has not been done in accordance with the Contract, an appropriate adjustment to the Contract Amount may be made.

1.23 TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

The Contract shall remain in force for the Contract Term, and until the County determines that all of the following requirements and conditions have been satisfactorily met: the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, the County shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure such failure(s) within a minimum of thirty (30) calendar days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period or as otherwise specified in the notice, the Contract may be terminated for the Contractor's failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor, allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to the County Project Officer within fifteen (15) calendar days after the expiration of the Cure Period. The County may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after notice from the County to the Contractor (unless the County in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs.
Upon any termination pursuant to this Section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination, including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Work or the cost of repairing or correcting any unsatisfactory or non-compliant Work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to the County, and the County shall be entitled to recover, all damages to which the County is entitled by this Contract or by law, including, and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by the County to the Contractor under the Contract and all attorney fees and costs incurred by the County to enforce any provision of this Contract.

Except as otherwise directed by the County in the notice, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subprocesses and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the Contractor.

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a termination for convenience.

1.24 TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The performance of Work under this Contract may be terminated by the County’s Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County’s best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) calendar days before the date of termination, specifying the extent to which performance of the Work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination and any other reasonable termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all designated work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the Work not terminated; immediately transfer all documentation and paperwork for terminated Work to the County; and terminate all vendors and subprocesses and settle all outstanding liabilities and claims.
1.25 INDEMNIFICATION

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this Section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this Section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys' fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

1.26 INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that no intellectual property rights (including, but not limited to, copyright, patent, mask rights and trademark) of third parties are infringed or in any manner involved in or related to the services provided hereunder.

The Contractor further covenants for itself, its employees, and subcontractors to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor, or any of its employees or subcontractors, uses any design, device, work, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract Amount includes all royalties, licensing fees, and any other costs arising from the use of such design, device, work, or materials in any way involved with the work. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this Section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys' fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.
1.27 COPYRIGHT

The Contractor hereby irrevocably transfers, assigns, sets over and conveys to the County all right, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor further agrees to execute such documents as the County may request to affect such transfer or assignment.

Further, the Contractor agrees that the rights granted to the County by this paragraph are irrevocable. Notwithstanding anything else in this Contract, the Contractor's remedy in the event of termination of or dispute over the terms of this Contract shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" paragraph.

The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Contract is prohibited unless the County approves the use of such subcontractors or third parties in advance and such subcontractors or third parties agree to include the provisions of this paragraph as part of any contract they enter into with the Contractor for work related to Work pursuant to this Contract.

1.28 OWNERSHIP AND RETURN OF RECORDS

This Contract confers no ownership rights to the Contractor nor any rights or interests to use or disclose the County’s data or inputs.

The Contractor agrees that all drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written or oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of the County's request for services under this Contract, are the exclusive property of the County ("Record" or "Records"), and all such Records shall be provided to and/or returned to County upon completion, termination, or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose other than performance of all obligations under the Contract without the written consent of the County. Additionally, the Contractor agrees that the Records are confidential records and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the County Project Officer or his or her designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the County Project Officer or his or her designee for response. At the County's request, the Contractor shall deliver all Records to the County Project Officer, including "hard copies" of computer records, and at the County's request, shall destroy all computer records created as a result of the County's request for services pursuant to this Contract.

The Contractor agrees to include the provisions of this Section as part of any contract or agreement the Contractor enters into with subcontractors or other third parties for work related to Work pursuant to this Contract.
No termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating this Section of the Contract.

1.29 CONFIDENTIAL INFORMATION

The Contractor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all County information obtained as a result of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.

1.30 ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

1.31 COUNTY EMPLOYEES

No employee of Arlington County, Virginia, shall be admitted to any share in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

1.32 FORCE MAJEURE

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor's then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.
1.33 **AUTHORITY TO TRANSACT BUSINESS**

The Contractor shall, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Contract Term of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without any cost or expense, at the sole option of the County.

1.34 **RELATION TO COUNTY**

The Contractor is an independent contractor and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

1.35 **ANTITRUST**

By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods or services purchased or acquired by the County under this Contract.

1.36 **REPORT STANDARDS**

Reports or written material prepared by the Contractor in response to the requirements of this Contract or a request of the County Project Officer shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the County Project Officer, and shall be submitted for advance review and comment by the County Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with these requirements shall be borne by the Contractor.

When submitting documents to the County, the Contractor shall comply with the following guidelines:

A. All submittals and copies shall be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;

B. All copies shall be double-sided;

C. Report covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of report pages (reports with glued bindings that meet all other requirements are acceptable);

D. The use of plastic covers or dividers should be avoided; and
E. Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g., separate title sheets or chapter dividers) should be avoided.

1.37 AUDIT

The Contractor agrees to retain all books, records and other documents related to this Contract for at least five (5) years after final payment. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period and during the Contract Term. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) calendar days prior to such disposal, and if the County objects, shall not dispose of the records.

1.38 ASSIGNMENT

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of the County.

1.39 AMENDMENTS

This Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

1.40 ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

1.41 DISPUTE RESOLUTION

All disputes arising under this Agreement, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for alleged breach of Contract shall be submitted to the County Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the County Project Officer may be submitted to the County Manager in writing no later than sixty (60) calendar days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) business days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, incorporated herein by reference, and available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the work pending a decision of the County Project Officer, County Manager, County Board, or a court.
1.42 APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract and the Work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

1.43 ARBITRATION

It is expressly agreed that nothing under the Contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract.

1.44 NONEXCLUSIVITY OF REMEDIES

All remedies available to the County under this Contract are cumulative, and no such remedy shall be exclusive of any other remedy available to the County at law or in equity.

1.45 NO WAIVER

The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

1.46 SEVERABILITY

The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

1.47 NO WAIVER OF SOVEREIGN IMMUNITY

Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

1.48 SURVIVAL OF TERMS

In addition to any numbered section in this Agreement which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; WARRANTY; AND CONFIDENTIAL INFORMATION.

1.49 HEADINGS

The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or a limitation on the scope of the particular section to which the heading precedes.
1.50 AMBIGUITIES

Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

1.51 NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:
Mr. Kevin Edwards
American Disposal Services, Inc.
P.O. Box 1326
Centreville, Virginia 20122

TO THE COUNTY:
Senior Contracts Manager
Arlington County Solid Waste Bureau
4300 29th Street South
Arlington, Virginia 22206

AND

Richard D. Warren, Jr., Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

1.52 NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

1.53 INSURANCE REQUIREMENTS

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract and upon any contract extension. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides, and acceptable to the County. The minimum insurance coverage shall be:

A. Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of $100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
B. Commercial General Liability - $1,000,000 combined single limit coverage with $2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.

C. Business Automobile Liability - $1,000,000 Combined Single Limit (owned, non-owned, and hired).

D. Additional Insured - Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as an additional insured on all policies except Workers Compensation and Auto and Professional Liability; and evidence of the Additional Insured endorsement shall be typed on the certificate.

E. Cancellation - If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor's notification from the insurer. It is the Contractor's responsibility to notify the County upon receipt of a notice indicating that the policy will not be renewed or will be materially changed. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced with another policy consistent with the terms of this Contract, and the County notified of the replacement, in such a manner that there is no lapse in coverage. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.

F. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.

G. Contract Identification - The insurance certificate shall state this Contract's number and title.

The Contractor must disclose the amount of any deductible or self insurance component applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies required herein, if any. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, the County may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure protection for the County.

The Contractor shall require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon request by the County.
No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the Work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted Work.

The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this Section by means of self insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity and the alternative coverages are submitted to and acceptable to the County. The Contractor must also provide its most recent actuarial report and provide a copy of its self-insurance resolution to determine the adequacy of the insurance funding.

**1.54 PERFORMANCE BOND**

A fully completed and properly executed original Performance Bond for a minimum amount of $300,000 will be required of the Contractor to ensure satisfactory completion of the Work. The bond shall be a corporate surety bond issued by a surety company authorized to do business in the Commonwealth of Virginia and acceptable to the County. The Performance Bond shall be renewable annually in the original amount for the duration of the Contract term.

**1.55 ACCESSIBILITY OF WEBSITE**

If any Work performed under this Contract results in design, development, maintenance, or responsibility for content and/or format of any County websites, or County’s presence on other third party websites, the Contractor shall perform such Work in compliance with the requirements set forth in the U.S. Department of Justice document entitled “Accessibility of State and Local Government Websites to People with Disabilities.” The document is located at: [http://www.ada.gov/websites2.htm](http://www.ada.gov/websites2.htm).
SECTION 2 – SCOPE OF WORK

The Contractor shall be responsible for performing all Work as outlined herein and shall provide and furnish all materials, equipment, supplies, facilities, vehicles, labor, and supervision necessary to perform and complete all contracted services. The Contractor shall perform the Work described herein in accordance with the Minimum Performance Standards in Contract Section 4. The Contractor shall also provide the required reports and deliverables and perform other tasks as described in Contract Section 3.

2.1 SERVICE AREA

The Contractor shall provide the services described in the Scope of Work to those addresses specified by the County, which shall consist of all single-family homes and duplex housing units, a limited number of townhouses, and a few non-profit organizations located within the County of Arlington, Virginia (the “Service Area”). The Contractor shall also provide these services, if so requested by the County in writing, to residential single-family and duplex housing units located on military base Fort Myer in Arlington, Virginia.

The estimated number of households in the Service Area based on the County’s billing records is 33,147, of which the County estimates 3,100 are townhomes. The County and the Contractor agree that the number of households is subject to change due to construction, demolition, or transfers into or out the Service Area. Therefore, the Contractor must provide services to new households or discontinue services to existing households at the direction of the County at no additional cost to the County. For billing purposes, adjustments to the number of households shall be made annually in accordance with Contract Section 6.3.2.

Normal collections shall occur on Monday through Friday. The Contractor shall provide collection services to each household in the Service Area on the day designated by the County for that address. The County’s current estimated count of the number of households serviced on each collection day is listed below:

<table>
<thead>
<tr>
<th></th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Count</td>
<td>6,457</td>
<td>6,506</td>
<td>6,603</td>
<td>6,761</td>
<td>6,820</td>
<td>33,147</td>
</tr>
</tbody>
</table>

The Contractor may not change the day of collection for any address in the Service Area without the expressed written permission of the County, and in the event that the County approves such a request, the Contractor shall be responsible for notifying the affected households of the change and shall bear any costs associated with the notification. The form and timing of any such notice to the affected households shall be subject to review and approval by the County.

2.2 REFUSE COLLECTION

2.2.1 SERVICE REQUIREMENTS: The Contractor shall provide weekly residential curbside, backdoor, and limited access collection of an unlimited amount of refuse in wheeled carts, dedicated containers, bags, and bundles, as well as bulky items that are too large to be placed in a trash cart (e.g., furniture, mattress, tires). The Contractor shall collect refuse separately from single-stream recyclables, electronic waste, and scrap metal. Within seven (7) days after execution of this Agreement, the Project Officer shall provide the
Contractor with a written list of the County’s acceptable and unacceptable materials and the requirements for residents’ preparation and set-out for these materials (hereinafter “Collection Service Guidelines”). Additions or deletions to the Collection Service Guidelines shall be made at the sole discretion of the County. Any changes shall be provided to the Contractor in writing at least forty-eight (48) hours prior to the changes becoming effective under the terms of this Contract. The County shall pay the Contractor for Refuse Collection in accordance with Contract Section 6.1.1.

2.2.2 REFUSE COLLECTED: The Contractor shall collect set-out refuse from each address specified by the County and on the day of the week specified by the County for each address. The Contractor shall collect all refuse that has been set out for collection in accordance with the Collection Service Guidelines. The Contractor shall not collect any refuse that has not been prepared or set out in accordance with the Collection Service Guidelines. For any refuse left uncollected, the Contractor shall inform the customer why the refuse was not collected by leaving the County-approved Notification Tag in accordance with Contract Section 4.4.2.

2.2.3 DISPOSAL FACILITY: On each refuse collection day, The Contractor shall transport directly to and unload all collected refuse at the County's designated Primary Disposal Facility, Covanta Alexandria/Arlington Waste-to-Energy Facility located at 5301 Eisenhower Avenue in Alexandria, Virginia. All refuse disposal fees will be billed by the facility directly to the County. In the event of a service disruption at the Primary Facility, the County’s designated Back-up Disposal Facility is Covanta Fairfax Waste-to-Energy Facility located at 9890 Furnace Road in Lorton, Virginia. The Contractor shall be responsible for notifying the County Project Officer and obtaining approval prior to using the designated Back-up Facility, and in the event that such notice is provided and approval received, the Contractor shall not be responsible for payment of disposal fees for refuse delivered by Contractor to the designated Back-up Facility. The County may change the status of the disposal facility from Primary to Back-up or vice versa or remove the facility from use at its sole discretion.

2.2.4 ALTERNATE FACILITY: If during the term of the Contract, the County designates a different facility from the Primary or Back-up Disposal Facilities identified above, then that Alternate Disposal Facility shall be located within 20 miles of the corporate limits of the County. If the Alternate Facility is not located within 20 miles of the corporate limits of the County, then the County shall consider a request by the Contractor for adjustment in the Contract unit price for refuse collection, which shall be subject to negotiation between the County and the Contractor. If these negotiations fail, then the Contract, or a portion thereof, shall be subject to cancellation by either party upon one hundred eighty (180) calendar days written notice.

2.3 SINGLE-STREAM RECYCLABLES COLLECTION

2.3.1 SERVICE REQUIREMENTS: The Contractor shall provide weekly residential curbside, backdoor, and limited access collection of an unlimited amount of single-stream recyclables (i.e., commingled plastics, mixed paper, aluminum, metal cans, glass, etc.) in wheeled carts, dedicated containers, bags, and bundles, as well as bulky items that are too large to be placed in a recyclables cart (e.g., cardboard boxes). The Contractor shall collect single-
2.3.2 RECYCLABLES COLLECTED:

2.3.3 RECYCLING FACILITY:

2.3.4 ALTERNATE FACILITY:

2.4 ELECTRONIC WASTE COLLECTION

2.4.1 SERVICE REQUIREMENTS: The Contractor shall provide, on the same days as refuse collection, on-demand residential curbside, backdoor, and limited access collection of an unlimited amount of electronic waste. The Contractor shall collect electronic waste separately from refuse and single-stream recyclables. Electronic waste may be collected in the same collection vehicle as scrap metal but shall not be commingled. The County shall pay the Contractor for Electronic Waste Collection in accordance with Contract Section 6.1.2.
2.4.2 COLLECTION POINTS: By no later than 7:00 a.m. of each collection day, the County will provide the Contractor with a list, in electronic format, of addresses for that day’s collection of electronic waste. The Contractor shall collect electronic waste from the addresses specified on the list and shall photograph each item set out for collection that contains a cathode ray tube (CRT). Upon completion of collections for the day, the Contractor shall transmit the list back to the County with notes as to the specific type and number of items that were collected from each address to include items with CRTs along with the photographs of those items containing CRTs.

2.4.3 ELECTRONIC WASTE COLLECTED: The Contractor shall collect all electronic waste that has been set out for collection in accordance with the Collection Service Guidelines. The Contractor shall not collect any electronic waste that has not been prepared or set out in accordance with the Collection Service Guidelines. For any electronic waste left uncollected, the Contractor shall inform the customer why the electronic waste was not collected by leaving the County-approved Notification Tag in accordance with Contract Section 4.4.2.

2.4.4 RECYCLING FACILITY: On each electronic waste collection day, the Contractor shall transport directly and unload all collected electronic waste at the County’s designated Primary Electronic Waste Recycling Facility, eAsset Solutions located at 427 North Maple Avenue in Falls Church, Virginia. The Contractor shall designate a Back-up Electronic Waste Recycling Facility in the event of a service disruption at the Primary Facility, and shall be responsible for notifying the County Project Officer and obtaining approval prior to using the Back-up Facility. The Contractor’s Back-up Facility shall have the accredited certification of Responsible Recycling Practices (R2).

2.4.5 FACILITY REQUIREMENTS AND FEES: The Contractor shall be responsible for any preparation, packaging, or bundling required by the Primary and Back-up Facilities and ensuring that all electronic waste delivered meets the facilities’ requirements for acceptance. The Contractor shall also be responsible for payment of any fees charged by the Primary and Back-up Facilities and may retain any rebates for electronic waste that Contractor delivers to the facilities.

2.5 SCRAP METAL COLLECTION

2.5.1 SERVICE REQUIREMENTS: The Contractor shall provide, on the same days as refuse collection, on-demand residential curbside, backdoor, and limited access collection of an unlimited amount of scrap metal to include appliances. The Contractor shall collect scrap metal separately from refuse and single-stream recyclables. Scrap metal may be collected in the same collection vehicle as electronic waste but shall not be commingled. The County shall pay the Contractor for Scrap Metal Collection in accordance with Contract Section 6.1.2.

2.5.2 COLLECTION POINTS: By no later than 7:00 a.m. of each collection day, the County will provide the Contractor with a list, in electronic format, of addresses for that day’s collection of scrap metal. The Contractor shall collect scrap metal from the addresses specified on the list. Upon completion of collections for the day, the Contractor shall transmit the list back to
the County with notes as to the specific type and number of items that were collected from each address.

2.5.3 SCRAP METAL COLLECTED: The Contractor shall collect all scrap metal, to include appliances, that has been set out for collection in accordance with the Collection Service Guidelines. The Contractor shall not collect any scrap metal that has not been prepared or set out in accordance with the Collection Service Guidelines. For any scrap metal left uncollected, the Contractor shall inform the customer why the scrap metal was not collected by leaving the County-approved Notification Tag in accordance with Contract Section 4.4.2.

2.5.4 RECYCLING FACILITY: On each scrap metal collection day, the Contractor shall transport directly and unload all collected scrap metal at the County's designated Primary Scrap Metal Recycling Facility, Joseph Smith & Sons dba Prince William Metal Recycling located at 7905 Notes Drive in Manassas, Virginia. In the event of a service disruption at the Primary Facility, the County’s designated Back-up Metal Recycling Facility is Joseph Smith & Sons located at 2001 Kenilworth Avenue in Capitol Heights, Maryland, or other Joseph Smith & Sons facility approved by the County. The Contractor shall be responsible for notifying the County Project Officer and obtaining approval prior to using the designated Back-up Facility, and in the event that such notice is provided and approval received, the Contractor shall not be responsible for payment of processing fees and rebates for scrap metal delivered by Contractor to the designated Back-up Facility. The County may change the status of the recycling facility from Primary to Back-up or vice versa or remove the facility from use at its sole discretion.

2.5.5 FACILITY REQUIREMENTS: The Contractor shall be responsible for proper handling and preparation of the collected scrap metal and ensuring that all scrap metal delivered to the Primary and Back-up Facilities meets the facilities' requirements for acceptance, which shall include, but is not limited to, the lawful removal, collection, and disposal of any refrigerants in household appliances and other collected scrap metal items. Any processing fees charged by the Primary and Back-up Facilities shall be the responsibility of the County, and the County shall retain any rebates for scrap metal that the Contractor delivers to the facilities.

2.5.6 ALTERNATE FACILITY: If during the term of the Contract, the County designates a different facility from the Primary or Back-up Scrap Metal Recycling Facilities identified above, then that Alternate Scrap Metal Recycling Facility shall be located within thirty (30) miles of the corporate limits of the County. If the Alternate Facility is not located within thirty (30) miles of the corporate limits of the County, then the County shall consider a request by the Contractor for adjustment in the Contract unit price for recyclables collection, which shall be subject to negotiation between the County and the Contractor. If these negotiations fail, then the Contract, or a portion thereof, shall be subject to cancellation by either party upon one hundred eighty (180) calendar days written notice.

2.6 SINGLE-STREAM RECYCLABLES PROCESSING

2.6.1 SERVICE REQUIREMENTS: Unless otherwise designated by the County in writing, the County’s Primary Single-Stream Recyclables Processing Facility shall be the Contractor’s facility, known as American Recycling Center
located at 10220 Residency Road in Manassas, Virginia. The Contractor shall be responsible for all aspects of processing and marketing the recyclables to include receiving, weighing, tipping, loading, sorting, separating, baling, preparing for market, storing, transporting to market, and disposal of residual waste. The County shall pay the Contractor a fee for single-stream recyclables delivered to and processed by its facility in accordance with Contract Section 6.2.1, and the Contractor shall pay the County rebates for the recyclable materials delivered to its facility in accordance with Contract Section 6.2.2.

2.6.2 FACILITY CAPACITY: The processing facility shall have and retain sufficient available capacity to receive, process, store, and market the entire quantity of the single-stream recyclables collected under this Contract during the life of the Contract, which is currently estimated at about 15,000 tons per year.

2.6.3 FACILITY HOURS: The Contractor’s recyclables processing facility shall be open to receive single-stream recyclables from at least 7:00 a.m. to 5:00 p.m. during each day that the Contractor performs collections of single-stream recyclables in the County, which shall include holidays that occur on Monday through Friday except New Year’s Day and Christmas Day. In the event of facility closure or otherwise inability to accept incoming loads during Monday through Friday from 7:00 a.m. to 5:00 p.m., the Contractor shall immediately notify the County Project Officer with the time of closure and anticipated time of reopening and obtain further direction.

2.6.4 MATERIALS ACCEPTED BY FACILITY: Single-stream recyclables will be delivered to the Contractor’s processing facility as loose and unsorted materials, and the facility shall accept any combination of the following at a minimum: mixed paper, newspaper, cardboard, paperboard, magazines, junk mail, plastic food and beverage containers, metal cans, aluminum cans, aluminum trays, aluminum foil, glass bottles, and plastic bags. The County and Contractor shall work cooperatively to identify additional acceptable recyclable materials, as well as unacceptable materials, with the intent to recycle as many types of materials as possible given the facility’s processing and market constraints.

2.6.5 NOTIFICATION TO RESIDENTS: In consultation with the Contractor, the County will post on its website, the list of materials accepted at the processing facility. The Contractor shall also be responsible for communicating the list of acceptable materials to the addresses within the Service Area on at least an annual basis, either through cart hangers or other print information, except that the County has the right of review and approval for all such communications.

2.6.6 WEIGHING OF MATERIALS: The Contractor shall have and maintain Virginia-certified weight scales at the single-stream recyclables processing facility. The Contractor shall ensure that EACH collection vehicle delivering recyclable materials collected under this Contract is weighed at the facility separately and a valid weight ticket is issued to the driver for EACH load delivered that clearly identifies the load as originating from Arlington County. The issued weight ticket shall also include the following information, at a minimum: date and time of delivery, vehicle number, type of material delivered, gross weight, and net weight.
2.6.7 DISPOSITION OF MATERIALS: It is the intent of the County that the recyclable material delivered to the facility be processed and sold as raw material to be used or sold as new products or otherwise productive capacity. Within twenty (20) calendar days of a written request from the County, the Contractor shall provide in writing a description of the final disposition of all recyclable materials received by the processing facility pursuant to this Contract. The Contractor shall be responsible for identifying to the County Project Officer in writing, any and all of the material types that are received at the processing facility under this Contract that the facility opts to dispose as waste in lieu of recycling or reuse, and for each such material type, the Contractor shall provide the estimated quantities and disposal location(s). In support of the County’s efforts to divert waste from landfills, the Contractor shall on a monthly basis, dispose at a waste-to-energy facility rather than a landfill, a quantity of non-recyclable residual waste equivalent to the County’s generation for such residual waste based on the commodity ratio derived pursuant to Contract Section 6.2.4. The County shall bear no cost for the processing facility’s disposal of any non-recyclable residual waste.

2.6.8 RIGHT TO INSPECT: The County reserves the right to inspect the Contractor’s recyclables processing facility during normal operating hours and upon presentation of County-issued identification to include an inspection of records associated with the receipt and sale of recyclable materials received pursuant to this Contract.

2.6.9 REPORTING: The Contractor shall provide to the County Project Officer, the reports specified in Contract Sections 3.2.5 and 3.2.6 for ALL recyclable materials collected in Arlington and delivered to the Contractor’s recyclables processing facility under this Contract.

2.6.10 SALE OR TRANSFER OF FACILITY: The Contractor shall notify the County in writing a minimum of ten (10) calendar days prior to the Contractor’s sale or transfer of interest in the Contractor’s Recyclables Processing Facility described herein. The County shall have the right to terminate this portion of the Contract related to recyclables processing in the event that the Contractor sells or otherwise transfers its interest in the recyclables processing facility or fails to provide the required notice of such sale or transfer of interest.
SECTION 3 — COMMUNICATION AND REPORTING

The Contractor shall maintain complete and accurate books of accounts and records associated with performance of its obligations under this Contract. The Contractor agrees to allow the County or its agents the right to inspect and audit Contractor's records pertaining to Work performed under this Contract during reasonable business hours for the term of the Contract and for a period of up to five (5) years from Contract termination.

3.1 MEETINGS AND COMMUNICATION

The County and the Contractor shall periodically meet in order to foster effective and open communication, which is an important part of good Contract implementation and administration. The parties shall meet on a regular basis as follows in order to minimize problems during implementation of the Contract, provide a forum for discussing and resolving issues, and present performance data.

Meetings between the County and the Contractor shall be held on a monthly basis, unless otherwise mutually agreed to. The primary purpose of the meetings will be to discuss any issues, complaints, or problems with service on the part of the Contractor or County. The County reserves the right to require meeting attendance by additional Contractor's representatives as needed in order to resolve any outstanding issues. In the event that significant service issues or challenges arise, both parties agree to meet and confer in good faith at either parties' request in an attempt to reach a resolution.

All meetings shall be held at the County's DES-SWB office unless a different location is agreed upon by both parties. Meetings shall be held during normal business hours, and all attendees shall be available for at least ninety (90) minutes per meeting unless otherwise agreed in advance.

3.2 DELIVERABLES

The Contractor shall provide the following deliverables as described in this Section, including invoices and reports, in accordance with the procedures and schedules described below. The Contractor's failure to provide the required deliverables within the required timeframes shall be grounds for Contract termination.

3.2.1 INVOICES: On a monthly basis by no later than the fifth business day after the month's end date, the Contractor shall submit a detailed invoice to the County Project Officer in both electronic and paper format. The invoice shall reference the applicable Purchase Order number and be itemized by service type for the services provided during the month. The County will make payment to the Contractor pursuant to Contract Section 1.6 and this Section. The County Project Officer shall not approve payment to the Contractor until the following deliverables have been accurately submitted to and received by the County: Monthly Report for the invoiced month, Weekly and Monthly Tonnage Reports for the invoiced month, Monthly Recyclables Facility Processing Report and Monthly Commodity Index Report for the invoiced month, and all required daily reports, unless otherwise agreed to in writing by the County.
3.2.2 MONTHLY REPORT:

business day after County with a Mont County. The Monthl month, at a minimum:
Contract violation

3.2.3 WEEKLY TONNAGE REPORT:
busi t Coun an e coll stre for was tim of ti Co

3.2.4 MONTHLY TONNAGE REPORT:

3.2.5 MONTHLY RECYCLABLES PROCESSING FACILITY REPORT: On a monthly basis, by no later than the fifth business day after the month's end date, the Contractor shall provide the County with a complete and accurate listing of all incoming loads delivered to the Contractor's recyclables processing facility (American Recycling Center, 10220 Residency Road, Manassas, Virginia) under this Contract from the first to the last day of the month. The report shall originate from and be reconcilable with the software directly associated with the processing facility's certified incoming/outgoing weight scale(s). The report shall be in an electronic flat file format specified by the County and shall include the following information for EACH load delivered to the facility at a minimum: date and time of delivery, vehicle number, weight ticket number, type of material delivered, incoming vehicle weight, outgoing vehicle weight, load weight, and originating jurisdiction. The report shall also include a total sum for the weights of all the loads listed on the report. The report shall be signed and dated by the Facility Manager certifying that the information contained in the report is accurate and true and represents all the material originating in Arlington that was delivered to the facility pursuant to this Contract.

3.2.6 MONTH COMMODITY INDEX REPORT: On a monthly basis, by no later than the fifth business day after the month's end date, the Contractor shall provide the County with the recyclable material commodity prices for mixed paper,
newspaper, cardboard, mixed plastic, aluminum, and metal, along with copies of the listings for each relevant commodity price from the RISI Pulp and Paper News and RecyclingMarkets.net, or approved replacement indices, which shall be used to verify the monthly Recyclables Commodity Rebate described in Contract Section 6.2.2.

3.2.7 DAILY REPORTS: Within fifteen (15) minutes of the initial start time on each day that collections occur, the Contractor shall provide to the County Project Officer, in the format specified by the County, a daily report that includes, at a minimum: the date, acting Field Supervisor’s name, all collection vehicle numbers, names of the driver and all employees assigned to each vehicle, and start time and start location for each collection vehicle. This report shall be updated by the Contractor throughout the day to inform the County of any disabled vehicles or equipment failures, addition or loss of vehicles on the routes, personnel changes, delays, damage to persons or property, vehicle accidents, or other significant events that affect the performance of work under this contract or delay collections. Within fifteen (15) minutes of the completion of all collections for the day, the Contractor shall send the updated daily report to the County Project Officer that includes the end time for each collection vehicle.

3.3 NOTIFICATION TAG

The Contractor in consultation with the County shall develop the Notification Tag to notify residents of prohibited, non-compliant, or improper preparation or set out. The County shall have final approval of the Notification Tag design and shall assume the cost of printing the tag and will provide them at no charge to the Contractor. The costs for completing and affixing the Notification Tags and reporting of such as required pursuant to this Contract are included in the Contractor's unit collection prices. The Contractor shall be responsible for requesting from the County Project Officer additional notification tags as needed to ensure that the Contractor’s supplies do not run out. The Contractor’s failure to have any Notification Tags on hand shall not be an excuse for failure to tag uncollected materials as required under Contract Section 4.4.2.

3.4 DISTRIBUTION OF MATERIALS

The County may request, up to two (2) times each contract year, that the Contractor, during routine collection activities, affix County-provided educational or informational materials and/or other items to collection carts.
SECTION 4 – MINIMUM PERFORMANCE STANDARDS

Following are the MINIMUM Performance Standards that the Contractor shall adhere to at all times when conducting any and all Work pursuant to the Contract.

4.1 COLLECTION SCHEDULE

4.1.1 DAYS OF COLLECTION: All collection activities shall be performed during weekdays only, Monday through Friday, unless otherwise specified by the County Project Officer in writing. Collections shall be made on a regular schedule on the same days of the week each week at approximately the same time on each collection day. The County shall specify the collection day for each address in the Service Area, and the Contractor shall not change the day of collection for any address except as allowed under Contract Section 2.1.

4.1.2 HOLIDAYS: The Contractor shall provide collection services on all legal holidays except Christmas Day and New Year’s Day, but these days shall be made up before or after the holidays such that no household skips weekly service. The holiday collection schedule shall be provided to the Contractor by the County. The County may change the holiday collection schedule at its sole discretion but shall provide the Contractor with a minimum of seven (7) business days advance notice of any such change.

4.1.3 TIME OF COLLECTION: Collections shall begin no earlier than 7:00 a.m. on any day and must be completed by no later than 5:00 p.m. of that same day. The Contractor shall notify the County by email, or other County-approved method, at the start of each day’s collections and at the end of the day’s collections in accordance with Contract Section 3.2.7.

4.1.4 COLLECTION AND SERVICE DELAYS: The Contractor shall notify the County Project Officer by phone and email within one (1) hour of occurrence of any event that may impact or cause delay in starting or completing collections for the day. If for any reason the Contractor determines that collections may continue after 5:00 p.m., the Contractor shall IMMEDIATELY upon Contractor’s determination, notify the County Project Officer by email about the cause of the delay (e.g., accidents, road closures, inclement weather) and the estimated time of completion for the day’s collections. Collection schedule changes due to inclement weather are discussed in Contract Sections 4.5.3 and 4.5.4.

4.1.5 COLLECTION SCHEDULE CHANGES: Should the County approve any collection schedule changes prior to, or during, the term of the Contract, the County Project Officer may request that the Contractor, at least one (1) month prior to the initiation of any such change, notify all affected customers of the collection day change by direct mail to the service address. The format of the notice to the customer shall be subject to prior written approval by the County Project Officer.

4.2 COLLECTION AND HANDLING OF REFUSE AND RECYCLABLES

4.2.1 COLLECTION REQUIRED: The Contractor shall collect from all County-specified addresses, including backdoor and limited access households. Daily on-demand collections, such as for electronic waste and scrap metal, shall be made only at the addresses on the County-provided list for that day. The
total number of households in the Service Area, and the number of addresses that receive backdoor service or have limited access service is subject to change at the County’s sole discretion. The Contractor shall collect all refuse and recyclables as required under the Contract that have been set out in accordance with the Collection Service Guidelines. Under no circumstances shall the Contractor commingle, either during or after collection, any refuse or recyclables that have been set out for collection under this Contract. In the event that the Contractor commingles any refuse or recyclables collected within the County, the disposal, tipping, and processing fee for the ENTIRE commingled load(s) shall be the sole responsibility of the Contractor. The Contractor shall pay the County’s request for reimbursement for such within thirty (30) calendar days, or the requested amount shall be deducted by the County from the Contractor’s next invoice for services under this Contract.

4.2.2 METHOD OF COLLECTION: The Contractor shall completely empty each cart and container set out for collection. Unless otherwise approved by the County Project Officer in writing, carts shall be emptied using the mechanical lift(s) attached to the collection truck. The Contractor shall not empty collection carts by reaching into carts and removing bags or other contents. For carts that cannot be completely emptied due to sticking waste/materials, the Contractor shall leave a Notification Tag pursuant to Contract Section 4.4.2 stating that the cart needs to be cleaned by the customer.

4.2.3 PROHIBITED MATERIALS & IMPROPER SET-OUT/PREPARATION: The Contractor shall not be responsible for collecting refuse, recyclables, and/or other items that are not compliant or not prepared or set out in accordance with the Collection Service Guidelines, to include prohibited materials. Any changes to the County’s list of prohibited wastes and preparation and set-out requirements as specified in the Collection Service Guidelines are at the sole discretion of the County. Obvious contaminants included with recyclables shall not be collected by the Contractor. The Contractor is responsible for following the procedures outlined in Contract Section 4.4.2 below for any refuse, recyclables, or any other items not collected due to what the Contractor believes to be prohibited materials or improper preparation or set out.

4.2.4 COLLECTION IN SERVICE AREA ONLY: When performing services under the Contract, the Contractor shall ONLY collect from the households within the Service Area pursuant to the Contract, including backdoor and limited access households; collection from any location other than those specified by the County is strictly prohibited without the express written permission of the County Project Officer. Under no circumstances shall the Contractor commingle any refuse or recyclables collected under this Contract with that of any other customer, agreement, contract, program, or jurisdiction. In the event that the Contractor commingles any refuse or recyclables collected within the County with that of any other customer, agreement, contract, program, or jurisdiction, the disposal, tipping, and/or processing fee for the ENTIRE commingled load(s) shall be the sole responsibility of the Contractor. The Contractor shall pay the County’s request for reimbursement for such within thirty (30) calendar days, or the requested amount shall be deducted by the County from the Contractor’s next invoice for services under this Contract. Further, any such unauthorized commingling shall be grounds for Contract termination.
4.2.5 IMPROPER DISPOSAL OF RECYCLABLES: Under no circumstances shall the Contractor dispose of collected recyclables as refuse without the express written permission of the County Project Officer. In the event that the Contractor improperly disposes of collected recyclables as refuse, the Contractor shall pay the County for the disposal, tipping, and/or processing fee for the ENTIRE improperly disposed load(s), as well as any lost revenues that would have resulted from the proper disposition at the County-designated facility. The Contractor shall pay the County’s request for reimbursement for such within thirty (30) calendar days, or the requested amount shall be deducted by the County from the Contractor’s next invoice for services under this Contract.

4.2.6 OWNERSHIP OF WASTE/MATERIALS: The County shall at all times hold title and ownership to all refuse and recyclables located at curbside and collected by the Contractor pursuant to this Contract until such time as the collected waste/materials are delivered and unloaded at the County-designated facility, at which time the County’s ownership is transferred to the facility. ALL waste/materials collected under this Contract, including but not limited to, refuse, single-stream recyclables, electronic waste, and scrap metal, shall be delivered and unloaded by the Contractor at the County-designated facility as specified in the Contract without exception. Incidents of Contractor’s failure to deliver and unload ALL collected materials to the specific receiving facility designated by the County shall be grounds for Contract termination.

4.3 TRANSPORTATION AND WEIGHING OF COLLECTED WASTE/MATERIALS

4.3.1 DISPOSAL LOCATION: Unless written permission is obtained from the County, ALL collected refuse and recyclables shall be transported from County collection routes directly to and unloaded at the County-designated receiving facility for the specific waste or material type. Under no circumstances shall a vehicle leaving County collection routes, collect from any location outside the Service Area or unload, discharge, or dispose of refuse, recyclables, or other items at any location other than the County-designated receiving facility for the specific waste or material type. Any such unauthorized collection from outside the Service Area or unauthorized unloading, discharge, or disposal shall be grounds for Contract termination.

4.3.2 WEIGHING OF LOADS: Unless prior authorization in writing is obtained from the County Project Officer, all collected refuse and recyclables (includes single-stream, electronic waste, and scrap metal) must be weighed. The Contractor is responsible for ensuring that vehicles deliver and unload all collected refuse and recyclables to the respective County-designated receiving facility and are weighed at that facility’s scales. The vehicle must clearly display the unique vehicle number and license plate, and the vehicle driver MUST verbally inform the scale house operator of the waste or material type and identify Arlington County as the originating jurisdiction for EACH AND EVERY load delivered to the facility. In the event that the receiving facility’s records are in error because the driver failed to verbally inform the scale house operator as required, then the Contractor shall be responsible for promptly resolving all such discrepancies immediately upon discovery by the Contractor or notification by the County. The Contractor shall be responsible for reimbursing the County for the disposal, tipping, and/or processing fee for any of Contractor’s loads that were improperly charged to and paid by the County. In addition, the
Contractor shall reimburse the County for any revenues not realized due to Contractor's loads that were not properly credited to the County. The Contractor shall pay the County's request for reimbursement for such within thirty (30) calendar days, or the requested amount shall be deducted by the County from the Contractor's next invoice for services under this Contract.

4.3.3 WEIGHT TICKETS REQUIRED: The Contractor must obtain a valid weight ticket for EACH load deposited at the receiving facility. Legible copies of all weight tickets shall be transmitted by the Contractor to the County Project Officer in accordance with Contract Sections 4.2.3 and 4.2.4; however, the County Project Officer reserves the right to request, in which case the Contractor shall provide, any original weight ticket. The County may withhold all or partial payment for any of Contractor's invoices for which the Contractor has not provided legible copies of ALL of the weight tickets for collections that occurred during that month's invoice.

4.4 UNCOLLECTED WASTE/MATERIALS AND NOTIFICATION TAG

4.4.1 WASTE/MATERIALS NOT TO BE COLLECTED: The Contractor shall not be required to collect refuse, recyclables, or other items that are, or contain, prohibited materials or have not been prepared or set out in accordance with the Collection Service Guidelines.

4.4.2 PROCEDURES FOR NON-COLLECTION: When the Contractor encounters refuse, recyclables, or other items that it believes are prohibited, improperly prepared or set out, or otherwise not compliant with the Collection Service Guidelines, the Contractor shall adhere to the following procedures:

A. The Contractor shall collect all properly prepared/set-out and compliant refuse, recyclables, and any other items that are not specifically prohibited;

B. The Contractor shall NOT collect any prohibited, improperly prepared/set-out, or non-compliant refuse, recyclables, or other items;

C. For ANY and ALL refuse, recyclables, or other items NOT collected due to prohibited materials, improper preparation/set, or non-compliance, the Contractor MUST complete a Notification Tag and securely affix the completed tag to each uncollected cart, container, bag, bundle, pile, and/or item;

D. Each Notification Tag left by the Contractor shall include a clear and legible explanation as to the reason why the refuse, recyclables, and/or items were not collected; and

E. The Contractor shall notify the County by email, web-based service order system, or other method specified by the County, within one (1) hour of EACH non-collection due to prohibited materials, improper preparation/set out, or non-compliance. The notification to the County shall be in the format specified by the County and shall include, at a minimum: the service address; date and time of attempted collection; collection truck number; reason for non-collection; and a photograph(s) of the uncollected cart, container, bag, bundle, pile, and/or item that clearly shows the Notification Tag(s) affixed.

4.4.3 FAILURE TO LEAVE NOTIFICATION TAG: Under NO circumstances shall the Contractor fail to leave a completed and affixed Notification Tag for refuse.
recyclables, or other items not collected by the Contractor due to prohibited materials, improper preparation/set out, or other non-compliance as required pursuant to the procedures in Section 4.4.2. The Contractor's failure to leave a completed Notification Tag as required herein will be counted against the Contractor as a missed collection. The County Project Officer will be the sole and final judge as to whether the uncollected refuse, recyclables, or other items containing prohibited materials, were improperly prepared or set out, or were otherwise non-compliant.

4.5 SERVICE DISRUPTIONS

4.5.1 NOTIFICATION REQUIRED: The Contractor shall notify the County Project Officer by phone and email within one (1) hour of occurrence of any event that may impact or cause delay in starting or completing collections for the day.

4.5.2 STREET REPAIRS AND CLOSURES: In the event of street repairs or closures, the Contractor shall not disrupt the regularly scheduled day of collections, and shall, by the most expedient manner, conduct the Work as though no interference existed (e.g., walk out containers), unless otherwise approved by the County Project Officer. In the event that County representatives or public safety personnel have closed a street or portion thereof AND have expressly prohibited the Contractor's access by vehicle AND on foot, the Contractor shall immediately notify the County Project Officer and shall complete collections either later on that collection day or the following work day.

4.5.3 INCLEMENT WEATHER: In cases of snow or other severe inclere, the Contractor shall notify the County Project Officer by phone as soon as possible, and collections may be temporarily suspended by Contractor only with the prior written approval of the County Project Officer. When collections have been suspended due to inclement weather Contractor shall coordinate with the County Project Officer to resolve missed collections. In general, when inclement weather prevents the scheduled day, the Contractor shall make up the missed collection following work day. If such weather conditions continue for a second consecutive day or more, the Contractor shall, on the first day, service resumes, first make up only the missed collection from the previous work day and then resume the regular service schedule for all other days. The County Project Officer may authorize the Contractor to complete collections after 5:00 p.m. or on a Saturday, during or immediately following service disruptions in order to finish the collection routes.

4.5.4 COUNTY GOVERNMENT CLOSING DUE TO WEATHER: In the event that the County Government is closed for a full day due to inclement weather, the Contractor shall NOT perform collections during that day; collections be made up in accordance with contract section 4.5.3 above. If the Arlington County Government opens late due to inclement weather, the Contractor may choose to start collections/cart service at 7:00 a.m. notice to the County Project Officer, may delay collections until County's official opening time for that day. In the event that the Collector delays starting collections for the day due to the County's delay, then the Collector shall complete all collections during that day or obtain approval from the County Project Officer to perform collected 5:00 p.m. or complete collections on the following day, which may be.

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Saturday. In the event that the County Government closes early due to inclement weather, then the Contractor may at its discretion suspend collections upon prior notice to the County Project Officer, but all remaining collections shall be made up by the Contractor on the following day, which may include Saturday.

4.5.5 Payment for Non-Collections: The Contractor shall be responsible for making all the collections required during the collection week. If all collections are not performed during the collection week, then the County may adjust the Contractor’s payment for such non-collections. The County shall not pay for non-collections due to the Contractor’s disruption of service that was not authorized by the County nor shall the County pay for non-collections due to inclement weather unless the missed collections are made up by the Contractor on the following day or the first day that regular service resumes if such weather conditions continue.

4.6 Cart Placement

4.6.1 Cart Location: At each service address including backdoor locations, the Contractor shall return carts and personal containers to the same location where the cart or container was set out, but in no case shall the cart or container be replaced such that it blocks the traveled portion of the road, sidewalk, or driveway.

4.6.2 Cart Position: Carts and containers shall be completely emptied and replaced in an upright position; the lids closed; and the wheels, if any, placed against the curb. For backdoor locations, the contractor shall return carts and containers to an upright position with the lid closed.

4.7 Vehicles

4.7.1 Required Vehicles: The Contractor shall at all times operate and maintain a sufficient number of Primary Vehicles and Spare Vehicles to perform 100 percent of each day’s collection within the designated timeframe, as well as maintain the level of performance described herein. The Contractor shall provide and dedicate for full-time use on the Contract, the following Primary Vehicles, at a minimum:

A. Ten (10) rear-loading collection vehicles, each 25 to 28 cubic yards in capacity, except that one (1) of the ten (10) vehicles may be of smaller capacity (i.e., 11 to 13 cubic yards) for use on the limited access addresses;

B. One (1) box or stake body truck for collection of electronic waste and metal;

C. One pick-up truck for use by the Field Supervisor.

The cost of purchase, installation, and maintenance of any vehicles, lift mechanisms, equipment, and/or supplies used by the Contractor in service of this Contract is the Contractor’s sole responsibility.

4.7.2 Vehicle Age: No vehicle used in the performance of the Contract shall exceed nine (9) years of age at any time.

4.7.3 Spare Vehicles: The Contractor shall have and maintain a sufficient number of operable Spare Vehicles dedicated to this Contract. In the event of a vehicle malfunction or breakdown that exceeds, or is reasonably expected to
exceed, one (1) hour, the Contractor shall promptly dispatch and supply sufficient Spare Vehicle(s) to complete the Work in accordance with the terms of the Contract. The Contractor shall notify the County Project Officer by email or other method acceptable to the County within thirty (30) minutes of a vehicle malfunction or breakdown.

4.7.4 CONFIGURATION AND CLEANLINESS: All collection vehicles shall have fully enclosed, watertight, steel bodies to prevent loss or spillage of the contents. Collection vehicles shall predominantly display in a contrasting color on each side of the vehicle and on the rear of the vehicle, a unique vehicle number, the size and color of which is subject to approval by the County Project Officer. The Contractor shall maintain all vehicles and associated equipment used in the performance of this Contract in a clean, sanitary, rust-free, and operable manner.

4.7.5 REGULATORY COMPLIANCE: All vehicles used by the Contractor in service of the Contract shall be in compliance with all Federal, State, and County laws and regulations, including the permitting requirements of Arlington County Code Section 10-7.

4.7.6 GPS TRACKING: ALL of Contractor’s vehicles used in the performance of this Contract shall be GPS-equipped with GPS units that are permanently affixed and hard-wired to vehicles and tracked by a real-time, web-based, GPS tracking system in accordance with Contract Section 4.8, which shall be used by the County to track the locations and progress of the vehicles at all times when the vehicles are performing Work pursuant to the Contract.

4.7.7 CART-LIFTING MECHANISMS: All rear-loading collection vehicles shall be equipped with at least one (1), operable, hydraulic cart-lifting mechanism that is compatible with the County’s cart inventory. The Contractor shall be responsible at all times for supplying and maintaining proper operation of all cart-lifting mechanisms used in service of this Contract. Any vehicle that does not have at least one (1) operable cart-lifting mechanism shall be considered disabled, and the Contractor shall promptly remove the disabled vehicle from service and replace it temporarily with a fully operable Spare Vehicle.

4.7.8 TEMPORARY SIGNS WITH COUNTY PHONE NUMBER: At all times when Contractor’s collection vehicles or cart service maintenance vehicles are in service performing Work under this Contract, each vehicle shall prominently display in a visible location two temporary signs, one on each side of the vehicle, that include the County’s customer service number. These signs shall be removed by the Contractor whenever the vehicle is not in service under the Contract. The County shall determine the size and form of the signs and shall provide the signs to the Contractor. The Contractor is responsible for informing the County Project Officer in the event that additional signs are needed. The County shall provide a replacement set of signs not more than once per Contract year, and the Contractor shall reimburse the County the cost for any additional replacement signs beyond this once-per-year requirement. This requirement for temporary signs on collection vehicles may be waived on annual basis by the County Project Officer, but any such waiver shall be in writing and shall be valid for not more than one (1) Contract year.

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4.7.9 **RIGHT TO INSPECT:** The County shall have the right to stop and inspect any vehicles used by the Contractor in performance of this Contract for general mechanical and safety condition, required equipment and supplies, and adherence to the Contract. The County may conduct any such inspection at any time when the vehicles are in service in the County or during normal working hours at the Contractor's business establishment or vehicle storage location. The County shall also have the right to review vehicle maintenance records and any other related data and information pertaining to the vehicles used by the Contractor in performance of the Contract; the Contractor shall provide the requested records, data, and information to the County within two (2) business days of the County's request. Any vehicle deemed by the County to be in need of repair shall not be used in performance of the Contract until such repairs have been completed to the satisfaction of the County Project Officer.

4.8 **GPS TRACKING OF VEHICLES**

4.8.1 **GLOBAL POSITIONING SYSTEM (GPS) HARDWARE:** The Collector shall provide and use GPS tracking for all collection vehicles used under this Contract, collecting such data, records, and information as is required by the County. Each of Contractor's Primary and Spare Vehicles used in the performance of this Contract shall be equipped with permanently affixed GPS units that are hard-wired to vehicles; the vehicles so equipped shall include at a minimum: all collection vehicles, including box and stake body trucks; and the Field Supervisor's vehicle.

4.8.2 **GPS VEHICLE TRACKING SOFTWARE:** Each of Contractor's vehicles equipped with GPS units pursuant to the paragraph above, shall be tracked by a real-time, web-based, GPS tracking system that accurately locates and tracks each vehicle with update intervals of at least thirty (30) seconds, which shall be capable of being used by the County to track the locations and progress of the vehicles at all times when the vehicles are present in the County and/or operating pursuant to the Contract. GPS tracking equipment and associated software for all of Contractor's vehicles shall be functioning during ALL times that the vehicles are present in the County and/or operating pursuant to the Contract, including but not limited to, during breaks and delivery of loads to receiving facilities. At a minimum, the tracking equipment and associated software shall be functioning from the time that the first household is serviced until the last household is serviced and all collected waste and materials are unloaded.

4.8.3 **COUNTY ACCESS TO GPS VEHICLE TRACKING SOFTWARE:** The Contractor shall at all times provide the County with free, unlimited, instantaneous internet access to the web-based GPS vehicle tracking system and all unfiltered data, records, and information, as well as any reporting features, and technical assistance as needed. In the event of a hardware failure, database/system failure, failure of the reporting functions, inaccurate information, filtering of data, inaccessibility by the County, or other such issue, the Contractor shall correct the problem within three (3) business days upon notification by the County.

4.8.4 **EXCEPTION TO GPS VEHICLE TRACKING REQUIREMENT:** At no time shall the Contractor operate a Primary or Spare vehicle in the County pursuant to this Contract that is not tracked on the required web-based software and visible to the County, except with the written permission of the County Project Officer.
Officer. However, additional collection vehicles used temporarily by the Contractor to respond to a major disruption are not required to meet the GPS-equipment and tracking requirements described in this Section, but Contractor shall report all such vehicles in accordance with Contract Section 3.2.7. The County Project Officer shall make the determination as to what constitutes a major disruption, but such events may include severe inclement weather, natural disaster, or labor disruption.

4.9 CONTRACTOR’S PERSONNEL

4.9.1 CONTRACTOR PERSONNEL: The Contractor shall provide a sufficient number of fully qualified employees to perform all services required under the Contract in a competent and skillful manner. At the County’s request, the Contractor shall furnish the names, qualifications, and experience for any or all personnel assigned to the Contract.

4.9.2 EMPLOYEE BEHAVIOR: The Contractor shall ensure that all of its employees provide a high standard of service and exhibit courtesy, consideration, and respect in all of their dealings with County residents, visitors, the general public, and County staff. The Contractor shall conduct all of its operations, including its administrative functions, with the utmost regard for enhancing public relations and shall uphold and maintain a positive public image of the County’s solid waste services. Employees performing collection and cart maintenance services shall at all times: exercise due care, do their work without delay, minimize noise, avoid damage to public and private property, firmly close lids on collection containers, return containers to the proper location, close any gates and doors that require opening if on private property (i.e., backdoor services), follow the regular pedestrian walkways and paths, and not cross flower beds or lawns or through hedges, as well as abide by all other standards of behavior for employees specified in the Contract.

4.9.3 CLOTHING AND IDENTIFICATION: The Contractor’s employees shall wear, at all times while in the County, a complete set of Contractor-issued clothes, to include a shirt, and any safety equipment required by Federal and State regulations. While performing activities pursuant to the Contract, employees shall wear or carry identification supplied by the Contractor, and all employees must immediately present their identification when requested to do so by a County employee or member of the public. The Contractor’s employee identification shall be subject to prior approval by the County.

4.9.4 EMPLOYEE TRAINING: All of Contractor’s employees performing Work pursuant to the Contract shall be trained and shall understand and abide by the Minimum Performance Standards in Contract Section 4. The Contractor shall provide all new employees involved in the performance of the Contract with adequate training on the specific routes to which they are assigned and the Minimum Performance Standards herein prior to the new employee starting Work under the Contract. The Contractor shall be responsible for training and re-training, as necessary, all existing employees performing Work under the Contract.

4.9.5 UNSATISFACTORY CONDUCT: When the Contractor identifies unsatisfactory conduct by an employee, as described herein, or when the County notifies the Contractor of unsatisfactory conduct, the Contractor shall take remedial action appropriate to the level of such conduct and will provide written
notification to the County Project Officer of such remedial action on a monthly basis. The County reserves the right to prohibit any of the Contractor’s employees from performing Work under the Contract who exhibit unsatisfactory conduct including, but not limited to: discourtesy, rudeness, the use of profanity, acceptance of cash payment or gratuities, unsafe or dangerous practices, scavenging, possession of or under the influence of alcohol or illegal substances, destruction of private or public property, reckless driving, reckless spilling or scattering of solid waste or recyclable materials, reckless handling of public or private carts and containers, or failure to perform the Work in accordance with the Minimum Performance Standards outlined in the Contract.

4.9.6 REGULATORY COMPLIANCE: While performing collections and other Work pursuant to the Contract, the Contractor’s employees shall at all times comply with all applicable Federal and State safety regulations. All Contractor personnel that drive Commercial vehicles shall possess a valid Commercial Driver’s License (CDL) issued by Virginia, Maryland, or the District of Columbia. The Contractor’s drivers shall observe all traffic and motor vehicle laws and shall refrain from blocking traffic while performing Work under the Contract.

4.10 CONTRACTOR’S BUSINESS OFFICE

The Contractor shall maintain a business office with telephone, voice mail, and email services, and management personnel shall be available to respond to County inquiries from at least 8:00 a.m. to 5:00 p.m., Monday through Friday.

4.11 CONTRACTOR’S CONTRACT REPRESENTATIVE AND CUSTOMER SERVICE MANAGER

4.11.1 CONTRACT REPRESENTATIVE: The Contractor shall provide a Contract Representative(s) who has overall management responsibility for the Contract and who may be contacted by the County at any time, twenty-four (24) hours a day, seven (7) days per week, on matters relating to the Contract. The Contractor’s Contract Representative shall respond to any phone calls or emails from the County within two (2) hours. The County will only contact the Contractor’s Contract Representative outside of normal working hours in the event of severe weather or emergency. The Contract Representative shall respond promptly to the County’s concerns or requests related to overall Contract issues. The Contract Representative shall also be responsible for addressing issues related to the Contract that cannot be resolved between the County and the Contractor’s Field Supervisor (Contract Section 4.12) or other Contractor’s employees to the satisfaction of the County.

4.11.2 CUSTOMER SERVICE REPRESENTATIVE: The Contractor shall provide a Customer Service Representative who shall be available Monday through Friday during Contractor’s established office hours. The Customer Service Representative shall be responsible for ensuring that all of the Contractor’s reporting and deliverable requirements are met and shall be the County’s point of contact for inquiries related to deliverables, billing, database information and access, and service requests. The Customer Service Representative shall also have at all times a functioning phone and computer (i.e., tablet or other such device) with email and web access for receiving and responding to the County’s web-based service order request system (i.e., PublicStuff or County-approved replacement).
4.12 CONTRACTOR’S FIELD SUPERVISOR

4.12.1 SUPERVISOR REQUIRED: The Contractor shall provide FULL-TIME field supervision by a qualified Supervisor who shall be directly responsible for monitoring all Work performed by the Contractor’s employees on the routes assigned. The Field Supervisor shall act as the County’s routine contact for daily activities and shall be responsible for, among other things, daily reporting, responding to complaints, missed collections, other service requests, and any of the public’s or County’s concerns. In the event that the Field Supervisor is unavailable during any given work day or portion of a work day due to illness, vacation, etc., the Contractor shall provide a qualified replacement employee to act as Field Supervisor for that day or portion thereof and shall notify the County Project Officer by email PRIOR to the replacement Field Supervisor starting work for the day or any part of the day.

4.12.2 SUPERVISOR AVAILABILITY: The Field Supervisor shall be available and physically present on duty in the County at all times when collection and cart maintenance activities are being performed under the Contract. During all times that the Contractor is performing Work under the Contract or until 3:00 p.m. each work day, whichever is later, the Supervisor(s) shall respond to County phone calls or emails within thirty (30) minutes. When the Field Supervisor is on duty pursuant to the Contract, he/she shall meet with the County at the location and time specified if requested to do so by the County Project Officer or his/her designee.

4.12.3 DEDICATED VEHICLE REQUIRED: At no time shall the Field Supervisor be assigned to a collection vehicle or other vehicle engaged in performing collection or cart maintenance work pursuant to this Contract, but instead, shall have a dedicated vehicle that is properly equipped and capable of picking up and transporting any refuse, recyclables, or any other items spilled or missed by any of the collection vehicles.

4.12.4 COMMUNICATION DEVICES REQUIRED: The Field Supervisor shall have at all times while performing any Work pursuant to this Contract, a functioning cell phone with voice mail for communicating with the County. The Field Supervisor shall also have at all times a functioning cell phone and/or computer (i.e., tablet or other such device) with email and web access suitable for receiving and responding to the County’s web-based service order system. It shall be the Contractor’s responsibility to access, respond to, and complete all service orders in an accurate and timely fashion pursuant to the Contract.

4.13 SERVICE ORDERS

4.13.1 RESPONSIBILITY FOR: Customers may report missed collections, complaints, other service requests to the County’s UES Customer Service Call Center by phone or online. The County shall transmit such requests for service to the Contractor using a web-based service order system, or other replacement system implemented by the County. The Contractor shall be responsible for accessing, retrieving, managing, responding to, completing, and closing all County-assigned service orders accurately and correctly and within the timeframes specified in the Contract, unless otherwise approved by the County Project Officer. Work assigned to the Contractor by means of a
service order shall be considered complete by the County only when the Contractor closes the service order accurately and correctly.

4.13.2 INCORRECTLY ASSIGNED SERVICE ORDERS: In the event that a service order has been incorrectly assigned by the County to the Contractor, the Contractor shall immediately notify the Customer Service Call Center and the County Project Officer to resolve the problem. In no case shall the Contractor close a service order that has not been completed because such order was incorrectly assigned unless directed to do so by the County Project Officer.

4.13.3 SYSTEM TRAINING: The County shall provide the Contractor with training on the web-based service order system at the start of the Contract and thereafter upon the Contractor’s request and by mutual agreement of the County.

4.13.4 CUSTOMER REQUESTS TO CONTRACTOR’S OFFICE TO BE REDIRECTED: In the event that the Contractor receives at its business office, a phone call, email, or other communication from a customer in the Service Area pertaining to services provided pursuant to this Contract, the Contractor shall immediately direct that customer to the County’s Customer Service Call Center along with the correct phone number and email address for the Call Center. In no case shall the Contractor or its personnel discuss a service request or complaint with a customer in the Service Area who has contacted its business office except at the specific direction of the County Project Officer or his/her designee.

4.14 MISSED COLLECTIONS

4.14.1 COLLECTIONS REQUIRED: The Contractor shall collect from 100 percent of the households within the Service Area as approved by the County. The Contractor shall also collect 100 percent of the contracted refuse and recyclables set out at each household within the Service Area, except when such materials are prohibited, improperly prepared/set out, or otherwise non-compliant pursuant to the County’s published guidelines, which are subject to change at the County’s discretion. For such non-compliant wastes and materials not collected by the Contractor, the Contractor shall follow the procedures outlined in Contract Section 4.4.2 regarding placement of a Notification Tag explaining the reason for noncollection. If the Contractor fails to provide the Notification Tag pursuant to Contract Section 4.4.2 for non-compliant wastes and materials left uncollected, then the noncollection shall be counted as a missed collection.

4.14.2 COLLECTION OF MISSED ADDRESSES: The Contractor shall be responsible for any contracted refuse and recyclables that are missed by the Contractor within the Service Area. The Contractor shall pick up a missed collection on the same day that the Contractor is notified of the missed collection, provided such notice is sent by 2:00 p.m. For notices of a missed collection sent to the Contractor after 2:00 p.m., the Contractor shall pick up the missed collection before 5:00 p.m. of the next business day. The Contractor shall not be responsible for a missed collection that is reported by a customer more than two (2) business days after that customer’s normal collection day; for example, a missed collection from a Monday route must be reported to the Contractor by Wednesday in order for the Contractor to be responsible for collecting from the missed address. A missed collection shall
be considered successfully completed only when the Contractor notifies the County by closed service order or other County-approved method upon the collection of the miss.

4.14.3 MISSED COLLECTION DUE TO LATE SET OUT: If a reported missed collection was actually due to a late set out by the customer, then the Contractor shall be responsible for providing photographic or other evidence demonstrating that the customer did not have their cart out at the time the collection vehicle serviced the household. Should the Contractor be unable to demonstrate to the County’s satisfaction that the missed address was caused by the customer’s late set out, then the alleged late set out shall be treated as a missed collection and shall be collected by the Contractor as a regular miss in accordance with the procedures above.

4.14.4 PERFORMANCE STANDARD: If the Contractor FAILS to successfully complete 100 percent of each day’s collections for more than three (3) days during a one (1) calendar month collection period, then the monthly invoice payment shall be reduced by five percent (5%) as liquidated damages. The Contractor shall be deemed to have FAILED to successfully complete 100 percent of the day’s collections if any of the following occur:

A. The Contractor misses three (3) or more adjacent households and does not return to collect them on the day of the miss;

B. The Contractor does not return to collect a missed address on the same day when notified of the miss by 2:00 p.m.;

C. The Contractor does not return to collect a missed address on the next business day when notified of the miss after 2:00 p.m.;

D. The Contractor misses an address for the third time within a six (6) month period, whether or not the misses were collected within the required timeframe;

E. The Contractor fails to collect significant parts of the route by the end of the collection day, which shall be considered more than thirty (30) households; OR

F. The Contractor starts collections prior to 7:00 a.m. or does not complete collections by 5:00 p.m.

4.14.5 MISSED COLLECTIONS DUE TO SERVICE DISRUPTIONS: Missed collections during service disruptions or inclement weather at the direction of the County in accordance with Contract Section 4.5 and made up as required herein shall not be counted against the Contractor.

4.15 CUSTOMER COMPLAINTS

4.15.1 CONTRACTOR TO RESOLVE COMPLAINTS: Complaints received by the County pertaining to the Contractor’s services shall be transmitted by the County via phone, email, and/or web-based software to the Contractor’s Field Supervisor for resolution. The Contractor’s Field Supervisor or other designated representative shall address customer grievances concerning matters including, but not limited to, damage to property, spillage, incomplete emptying of containers, cart placement, refusal to collect or missed collection, failure to provide or improper backdoor service, etc.
4.15.2 WRITTEN RESPONSE/RESOLUTION REQUIRED: For each complaint transmitted to the Contractor by email or web-based software, the Contractor shall provide the County with a written response and resolution within three (3) business days in the format specified by the County. The response shall include at a minimum: 1) the Contractor’s determination as to the legitimacy of the complaint; 2) action taken by the Contractor to resolve the complaint; 3) date and time of any action(s) taken. In the event that the complaint involves a collection crew, the Contractor’s written response/resolution to the complaint MUST include the collection vehicle number and names of the driver and crew responsible.

4.15.3 ON-SITE MEETING MAY BE REQUESTED: The County reserves the right to request that the field supervisor or other Contractor’s representative join the County in meeting with an aggrieved customer in order to resolve a complaint. The County will attempt to mediate any disagreements between a customer and Contractor, taking into account safety, industry standards, the convenience of the customer, the efficient operation of the Contractor, and Contract requirements. The decision of the County Project Officer regarding complaints shall be final and binding.

4.16 DAMAGE TO PUBLIC OR PRIVATE PROPERTY

4.16.1 RESPONSIBILITY FOR DAMAGE: The Contractor shall provide and operate collection vehicles and equipment necessary to provide the contracted services such that there is no damage to County streets, rights-of-way, public easements, or private property. The Contractor shall be responsible for any damage to private or public property caused by the carelessness or negligence of its employees during the performance of the Contract as determined solely by the County Project Officer. The Contractor shall replace or restore, to the County Project Officer’s satisfaction and at the Contractor’s expense, any and all damage to County property or private property caused by the Contractor.

4.16.2 REQUIREMENT TO CORRECT DAMAGE AND COST RECOVERY: Within twenty-four (24) hours of notification by the County, the Contractor shall replace, or reimburse the customer the cost of replacement of, any privately owned containers or lids taken or damaged by the Contractor. For all other damages, the Contractor shall notify the County Project Officer and customer of the specific actions to be taken to replace, restore, or reimburse for such damaged property within fifteen (15) calendar days of notification by the County and shall complete such replacement, restoration, or reimbursement as soon as possible but not later than thirty (30) calendar days after notification by the County. If the Contractor fails to replace, restore, or reimburse for damaged property within the thirty (30) calendar days, the County shall deduct the amount for replacement or restoration from the Contractor’s subsequent payment for services under this Contract. In the event that there is a dispute over responsibility for, or reimbursement cost of, damage to private or public property, the County shall determine such responsibility and/or cost.

4.16.3 RECOVERY OF CUSTOMER’S ITEMS: In the event that a customer, who has the right of recovery as the original owner, inadvertently discards an item of value, the Contractor shall act in good faith to assist in recovery of the item if it can reasonably be retrieved prior to final disposal. The Contractor shall not be responsible for damage to personal property that was
collected by the Contractor as the result of the customer’s inadvertent disposal.

4.17 SPILLAGE AND CLEAN UP ON ROUTE

4.17.1 RESPONSIBILITY TO CLEAN UP: Any and all solid waste, materials, items, and/or liquids blown, spilled, littered, or broken as a result of handling during collection or transportation activities shall be immediately cleaned up by the Contractor prior to continuing with such activities. Each of Contractor’s collection vehicles shall be equipped with at least one broom and one shovel for use in cleaning up. In the event of a spill, litter, or other incident that cannot reasonably be immediately cleaned up by the collection crew, the Contractor shall notify the County Project Officer and shall thoroughly clean up such spill, litter, or other incident with two (2) hours or other timeframe agreed upon by the Contractor and County Project Officer.

4.17.2 COST RECOVERY: Solid waste, materials, items, and/or liquids not completely and thoroughly cleaned up by the Contractor to the satisfaction of the County Project Officer, may be removed or cleaned up by the County at the Contractor’s expense. The Contractor shall pay the County’s request for reimbursement for such removal or clean up within thirty (30) calendar days, or the requested amount shall be deducted by the County from the Contractor’s next invoice for services under this Contract.

4.18 SCAVENGING

Scavenging by the Contractor or Contractor’s employees is strictly prohibited and shall be grounds for dismissal from working under the Contract. Prohibited scavenging shall include sorting through set-out or collected materials OR removing items from set-out or collected materials for personal gain. Scavenging does not include searches by the original owner who has the right of recovery to any item of value inadvertently discarded that can reasonably be retrieved prior to final disposal.

4.19 CART REQUIREMENTS

4.19.1 CART INVENTORY: The County’s current collection cart inventory consists of 96- and 64-gallon capacity, wheeled, black refuse carts manufactured by Toter™, and 65- and 35-gallon, wheeled, blue single-stream recyclables carts manufactured by Rehrig Pacific. The 96-gallon refuse carts are being phased out and replaced as needed with the 64-gallon refuse cart. Households are allowed to request up to two (2) additional carts, for a total of three (3), of each cart type (i.e., refuse and/or recyclables).

4.19.2 OWNERSHIP OF CARTS: All carts and cart parts are the sole property of the County.

4.19.3 CART DAMAGE BY CONTRACTOR: The Contractor shall carefully handle all collection carts. The County’s cost to replace carts damaged by the Contractor’s mishandling or negligence shall be paid by the Contractor. The County shall deduct the replacement cost for any cart so damaged from the Contractor’s subsequent payment for services under this Contract. In the event that there is a dispute over responsibility for, or reimbursement cost...
of, a damaged cart, the County shall determine such responsibility and/or cost.

4.19.4 CART DAMAGE BY CUSTOMER: The In the event that a customer damages a cart through negligence or improper use (e.g., placement of hot ashes in the container causing it to melt), the Contractor shall notify the County Project Officer, in the format specified by the County, of that customer’s address, description of the cart damage, and photograph of the damage.
SECTION 5 — LIQUIDATED DAMAGES

The Contractor shall provide consistent service, submit all required data and reports within the time periods specified, and consistently provide correct information. The Contractor acknowledges that the County will experience increased administrative and operational costs in the event of the Contractor’s non-performance or poor performance of its contractual obligations or the Contractor’s failure to adhere to the Contract’s minimum performance standards. Accordingly, because of the difficulty in determining the actual losses that the County will suffer by reason of the Contractor’s non-performance, poor performance, or failure to adhere to minimum performance standards; because the accumulated effect of repeated incidents will negatively affect the positive public image of the County’s solid waste services; and because of the increased costs to the County, the parties agree to the liquidated damages specified herein that shall be paid by the Contractor to the County. The amounts are established as liquidated damages and not as a forfeiture or penalty for the Contractor’s failure to comply with the specified terms and provisions. The Contractor hereby waives any defense to the validity of any liquidated damages stated in this Agreement as they may appear on grounds that such liquidated damages are void as penalties or are not reasonably related to actual damages.

The County Project Officer may assess liquidated damages for each instance of non-performance or poor performance, at his/her sole discretion, with consideration of the specific circumstances and related events, as well as the Contractor’s overall performance and efforts to mitigate impacts and maintain service levels. Any liquidated damages assessed shall be in addition to any reimbursement or other restitution required under the Contract. For the first sixty (60) calendar days after the start of the Contract Term, the County Project Officer shall document but shall waive any liquidated damages assessed pursuant to Contract Section 5, except that liquidated damages for the following shall not be waived during the initial 60-day period: 1) collection services started before 7:00 a.m.; 2) Contractor’s Field Supervisor not present in the County at all times during collection activities; 3) commingling refuse or recyclables with that of any other customer, agreement, contract, program, or jurisdiction; 4) unloading, discharging, or disposing of collected refuse or recyclables at any location other than the specific facility designated by the County; and 5) failure to collect a missed address within the required timeframe.

The individual liquidated damages assessed will be documented by the County in writing and shall be deducted by the County from the Contractor’s invoice for services under this Contract in accordance with the following schedule presented in Table 5-1. Assessments by the County of liquidated damages for four (4) or more calendar months during any one Contract year shall be considered grounds for Contract termination.

5.1 CART PLACEMENT, LOCATION

Failure to return carts and personal containers to the same location where the cart or container was set out OR placing a cart such that it blocks a driveway or traveled portion of a road pursuant to Contract Section 4.6.1 - $50 each occurrence up to a maximum of $500 per route per day.

5.2 CART PLACEMENT, POSITION

Failure to completely empty a cart OR to replace the cart in an upright position with the lid closed, and the wheels, if any, placed against the curb
pursuant to Contract Section 4.6.2 — $50 each occurrence up to a maximum of $500 per route per day.

5.3 **COLLECTION AND HANDLING, METHOD**
Failure to empty cart in accordance with Contract Section 4.2.2 — $100 each occurrence per cart.

5.4 **COLLECTION AND HANDLING, COMINGLING WASTE TYPES**
Commingling during or after collection, any refuse or recyclables pursuant to Contract Section 4.2.1 — $1,000 each occurrence.

5.5 **COLLECTION AND HANDLING, LIMITED TO SERVICE AREA**
Commingling refuse or recyclables with that of any other customer, agreement, contract, program, or jurisdiction pursuant to Contract Section 4.2.4 — $1,000 each occurrence.

5.6 **COLLECTION AND HANDLING, IMPROPER DISPOSAL**
Improper disposal of collected recyclables as refuse pursuant to Contract Section 4.2.5 — $1,000 each occurrence.

5.7 **COLLECTION SCHEDULE, START TIME**
Collections started before 7:00 a.m., unless authorized in writing by the County, pursuant to Contract Section 4.1.3 — $500 each occurrence per truck per day.

5.8 **COLLECTION SCHEDULE, END TIME**
Collections completed after 5:00 p.m., unless authorized in writing by the County, pursuant to Contract Section 4.1.3 — $250 each occurrence per truck per day.

5.9 **COLLECTION SCHEDULE, NOTIFICATION OF DELAYS**
Failure to notify the County within one (1) hour of any event that impacts or delays completing collections by 5:00 p.m. pursuant to Contract Sections 4.1.4 and 4.5.1 — $100 each occurrence.

5.10 **CONTRACTOR PERSONNEL, MISCONDUCT**
Employee misconduct as described in Contract Section 4.9 — $100 each occurrence.

5.11 **CONTRACTOR’S CONTRACT REPRESENTATIVE**
Failure of Contractor’s Contract Representative to respond within two (2) hours to County phone call or email pursuant to Contract Section 4.11.1 — $300 each occurrence.

5.12 **CONTRACTOR’S FIELD SUPERVISOR, AVAILABILITY**
Contractor’s Field Supervisor or qualified replacement not present in the County at all times during collection and/or cart maintenance activities pursuant to Contract Section 4.12.2 — $300 each occurrence per day.
5.13 CONTRACTOR’S FIELD SUPERVISOR, ABSENCE OR REPLACEMENT
Failure by Contractor to notify County of Field Supervisor’s absence or replacement pursuant to Contract Section 4.12.1 – $200 each occurrence per day.

5.14 CONTRACTOR’S FIELD SUPERVISOR, RESPONSE TIME
Failure of Contractor’s Field Supervisor to respond to County phone call or email within thirty (30) minutes while collection activities are ongoing or until 3:00 p.m., whichever is later, pursuant to Contract Section 4.12.2 – $100 each occurrence per day.

5.15 CUSTOMER COMPLAINTS, WRITTEN RESPONSE/RESOLUTION REQUIRED
Failure to provide written response/resolution to customer complaint within three (3) business days pursuant to Contract Section 4.15.2 – $50 each complaint per day.

5.16 DAMAGE TO PROPERTY, RESPONSIBILITY
Damage to public or private property caused by carelessness or negligence pursuant to Contract Section 4.16.1 – $300 each occurrence in addition to any compensatory damages.

5.17 DAMAGE TO PROPERTY, PRIVATE CONTAINER/CART
Damage to a privately owned container as a result of improper or negligent handling that is not replaced or reimbursed by the Contractor within twenty-four (24) hours of notification by the County pursuant to Contract Section 4.16.2 – $100 each occurrence in addition to any compensatory damages.

5.18 GPS TRACKING OF VEHICLES, DATA
Lack of OR in accessible tracking data for Contractor’s vehicles pursuant to Contract Section 4.8.2 – $200 per vehicle per day.

5.19 GPS TRACKING SOFTWARE, ACCESS BY COUNTY
Inaccessible website and/or inability to view vehicle tracking data and/or download reports pursuant to Contract Section 4.8.3 – $100 per day.

5.20 MISSED COLLECTIONS, COLLECTION OF
Failure to collect a missed address on the day of the miss when notified by the County by 2:00 p.m., OR failure to collect a missed address before 5:00 p.m. of the following business day when notified by the County after 2:00 p.m. pursuant to Contract Section 4.14.2 – $100 each occurrence.

5.21 MISSED COLLECTIONS, SAME ADDRESS
Three misses of the same address within a 6-month period, whether or not the misses were collected within the required timeframe pursuant to Contract Section 4.14 – $100 each occurrence.

5.22 MISSED COLLECTIONS, ADJACENT ADDRESSES
Missed collection of three (3) or more adjacent addresses, whether or not the misses were collected within the required timeframe pursuant to Contract Section 4.14 – $250 each occurrence per route per day.
5.23 MISSED COLLECTIONS, 30 OR MORE HOUSEHOLDS
Failure to collect more than thirty (30) households on any one route by the
day of the collection day pursuant to Contract Section 4.14 - $500 each
occurrence per route per day.

5.24 MISSED COLLECTIONS, PERFORMANCE STANDARD
Failure to successfully complete 100% of day’s collection for more than three
(3) days during any calendar month pursuant to Section 4.14.4 - five percent
(5%) reduction in monthly invoice.

5.25 NOTIFICATION TAG, FAILURE TO LEAVE
Failure to leave Notification Tag on uncollected cart, container, bag,
bundle, pile, or item pursuant to Contract Section 4.4.2 - $100 per
occurrence.

5.26 NOTIFICATION TAG, PROCEDURES
Failure to notify County of non-collection due to prohibited material,
improper preparation/set out, or other non-compliance pursuant to Contract
Section 4.4.2 - $100 per occurrence.

5.27 SCAVENGING
Scavenging by Contractor’s employees pursuant to Contract Section 4.18 - $100
each occurrence.

5.28 SERVICE ORDERS, RESPONSIBILITY FOR
Failure to accurately complete and close a service order within the Contract-
specified timeframe for the required work pursuant to Contract Section 4.13.1
- $100 each occurrence and $50 per day thereafter until the work requested
under the service order is completed and the service order closed.

5.29 SPILLAGE IN ROUTE
Failure to clean up any blown, spilled, littered, or broken, solid waste,
materials, items, and/or liquids pursuant to Contract Section 4.17.1 - $100
to $500 each occurrence depending on severity.

5.30 TRANSPORTATION OF COLLECTED WASTE/MATERIALS, DISPOSAL LOCATION
Failure to deliver and unload ALL collected refuse and recyclables to the
County-designated facility for the specific waste/material type pursuant to
Contract Section 4.3.1 - $1,000 each occurrence.

5.31 TRANSPORTATION OF COLLECTED WASTE/MATERIALS, DISPOSAL LOCATION
Unloading, discharging, or disposing of collected refuse or recyclables at
any location other than the County-designated receiving facility pursuant to
Contract Section 4.3.1 - $1,000 each occurrence.

5.32 VEHICLES, SPARE VEHICLES
Failure to Notify the County of disabled vehicle within thirty (30) minutes
of the vehicle becoming disabled pursuant to Contract Section 4.7.3 - $100
each occurrence per day.
5.33 VEHICLES, SPARE VEHICLE
Failure to provide spare vehicle to replace a disabled vehicle pursuant to Contract Section 4.7.3 – $300 each occurrence per day.

5.34 VEHICLES, CART-LIFTING MECHANISMS
Collection vehicle not equipped with at least one (1) operable cart-lifting mechanism pursuant to Contract Section 4.7.7 – $200 per lift mechanism per truck per day.

5.35 VEHICLES, GPS TRACKING
Contractor’s vehicle not equipped with functioning permanently affixed and hard-wired GPS tracking unit and/or vehicle not tracked by real-time, web-based, GPS-tracking system pursuant to Contract Section 4.7.6 – $200 per vehicle per day.

5.36 OTHER
Failure to comply with any Minimum Performance Standard in Contract Section 4 that is not specifically listed above – $50 each occurrence per day.
SECTION 6 – COMPENSATION TO CONTRACTOR AND TO COUNTY

6.1 PRICE SCHEDULE

The County shall pay the Contractor a monthly amount for those services specifically requested by the County in writing and rendered by the Contractor pursuant to this Contract in accordance with the following schedule:

6.1.1 REFUSE COLLECTION: During the first year (July 1, 2014 to June 30, 2015) of Refuse Collection pursuant to Contract Section 2.2, the County shall pay the Contractor a unit price of $5.29 per household per month for 33,147 households, for a monthly total of $175,347.63.

6.1.2 RECYCLABLES COLLECTION (SINGLE-STREAM, ELECTRONIC WASTE, AND SCRAP METAL): During the first year (July 1, 2014 to June 30, 2015) of Recyclables collection pursuant to Contract Sections 2.3, 2.4, and 2.5, the County shall pay the Contractor a unit price of $3.38 per household per month for 33,147 households, for a monthly total of $112,036.86.

6.2 SINGLE-STREAM RECYCLABLES PROCESSING FEE AND REBATE

For the single-stream recyclable materials delivered to the Contractor’s facility, American Recycling Center located at 10220 Residency Road in Manassas, Virginia, the County shall pay the Contractor a Single-Stream Recyclables Processing Fee for each ton of recyclable material processed pursuant to Contract Section 6.2.1, and the Contractor shall pay the County a Recyclables Commodity Rebate in accordance with Contract Section 6.2.2. For purposes of Contractor’s monthly invoice for these services, the total monthly Processing Fee shall be deducted from the total monthly Recyclables Commodity Rebate. The Contractor’s monthly invoice shall be accompanied by the monthly Rebate payment due to the County with the check payable to the Treasurer of Arlington County. In the event that the County owes payment to the Contractor, payment of the Contractor’s invoice will be made by the County in accordance with the terms of this Contract. All invoices associated with recyclables processing at the facility shall be accompanied by the monthly report issued by the Recyclables Processing Facility pursuant to Contract Section 3.2.5, which shall be used to verify the quantity of material delivered to and processed by the facility, and the Index Reports required under Contract Section 3.2.6, which shall be used to verify the index price for each commodity.

6.2.1 SINGLE-STREAM RECYCLABLES PROCESSING FEE: The County shall pay the Contractor a price of $70.00 per ton for the single-stream recyclable materials delivered to and processed by the Contractor’s facility: American Recycling Center located at 10220 Residency Road in Manassas, Virginia. This fee shall represent the entire amount paid by the County to the Contractor for all facility services required pursuant to Contract Section 2.6.

6.2.2 RECYCLABLES COMMODITY REBATE: The Contractor shall pay the County a monthly Recyclables Commodity Rebate (hereinafter the “Rebate”) for the total quantity of single-stream recyclable materials delivered to the Contractor’s facility, American Recycling Center located at 10220 Residency Road in Manassas, Virginia, pursuant to the Contract. The monthly Rebate shall be calculated using the Rebate Formula provided herein and which formula
includes the ratio of each commodity ("Commodity Ratio") as determined by the
Recyclables Commodity Sort described in Contract Section 6.2.4 below.

REBATE FORMULA = TOTAL COMMODITY PRICE x MONTHLY RECYCLABLES QUANTITY
(TONS),

Where TOTAL COMMODITY PRICE ($/TON) =

(85% of Commodity Price for Mixed Paper x Commodity Ratio for Mixed Paper) +
(85% of Commodity Price for Newspaper x Commodity Ratio for Newspaper) +
(85% of Commodity Price for Cardboard x Commodity Ratio for Cardboard) +
(85% of Commodity Price for Mixed Plastic x Commodity Ratio for Mixed Plastic) +
(85% of Commodity Price for Aluminum x Commodity Ratio for Aluminum) +
(85% of Commodity Price for Non-Aluminum Metal Containers x Commodity
Ratio for Non-Aluminum Metal Containers) +
(0% of Commodity Price for Glass x Commodity Ratio for Glass)

NOTE: *All commodity-based prices shall be in units of $/ton.

6.2.3 RECYCLABLES COMMODITY PRICES: Commodity prices for all commodities
shall come from the following sources, or other source as approved by the
County Project Officer in writing:

A. MIXED PAPER PRICE from RISI PULP AND PAPER NEWS, price per ton for #1
Mixed Paper, Transacted Paper Stock Prices-Low Grades, price for #1
Mixed Paper, Southeast Region, as published in the second issue of RISI
PULP AND PAPER NEWS for the month in which the materials were delivered
to the Contractor. In the event that RISI PULP AND PAPER NEWS lists a
range of prices, the highest price of the range shall be used.
Commodity price shall apply to any all paper fiber other than old
newsprint, old corrugated containers, and paperboard.

B. NEWSPAPER PRICE from RISI PULP AND PAPER NEWS, price per ton for #8 Old
News Print (ONP), Transacted Paper Stock Prices-Low Grades, price for
#8 News, Southeast Region, as published in the second issue of RISI
PULP AND PAPER NEWS for the month in which the materials were
delivered to the Contractor. In the event that RISI PULP AND PAPER NEWS
lists a range of prices, the highest price of the range shall be used.
Commodity price shall apply to any and all old newsprint

C. CARDBOARD PRICE from RISI PULP AND PAPER NEWS, price per ton for #11
Old Corrugated Containers (OCC), Transacted Paper Stock Prices-Low
Grades, price for #11 OCC, Southeast Region, as published in the second
issue of RISI PULP AND PAPER NEWS for the month in which the materials
were delivered to the Contractor. In the event that RISI PULP AND PAPER
NEWS lists a range of prices, the highest price of the range shall be used.
Commodity price shall apply to any and all old corrugated
containers and paperboard.

D. MIXED PLASTIC PRICE from RecyclingMarkets.net, price per pound for
Plastic Containers, as posted electronically for Announced Recovered
Materials Prices, New York Region, Plastics, the average price for 'PET
Baled' and 'HDPE Baled' on the 15th day of the month in which the
materials were delivered to the Contractor. Listed price in pounds
shall be converted to a price per ton. In the event that

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RecyclingMarkets.net lists a range of prices, the highest price of the range shall be used. Commodity price shall apply to all plastics with resin identification codes #1 through #7 and any other plastics not included in non-recyclable residual waste.

E. ALUMINUM PRICE from RecyclingMarkets.net, price per pound for Metals-Aluminum Cans (Sorted and Baled), as posted electronically for Announced Recovered Materials Prices, New York Region, on the 15th day of the month in the materials were delivered to the Contractor. Listed price in pounds shall be converted to a price per ton. In the event that RecyclingMarkets.net lists a range of prices, the highest price of the range shall be used. Commodity price shall apply to aluminum cans, aluminum foil, aluminum trays, and any other aluminum not included in non-recyclable residual waste.

F. NON-ALUMINUM METAL CONTAINER PRICE from RecyclingMarkets.net, price per pound for Metals-Steel Cans (Sorted and Densified), as posted electronically for Announced Recovered Materials Prices, New York Region, Metals, Steel Cans (Sorted and Densified) on the 15th day of the month in which the materials were delivered to the Contractor. Listed price in pounds shall be converted to price per ton. In the event that RecyclingMarkets.net lists a range of prices, the highest price of the range shall be used. Commodity price shall apply to all non-aluminum steel and bi-metal cans and any other non-aluminum metal not included in non-recyclable residual waste.

G. GLASS PRICE shall be zero ($0).

6.2.4 RECYCLABLES COMMODITY RATIOS AND SORT: For purposes of calculating the Rebate in Contract Section 6.2.2 during the Contract Term, the Contractor shall use the Commodity Ratios provided in the table below, which shall be subject to modification during the Contract Term as described herein.

<table>
<thead>
<tr>
<th>Commodity Item</th>
<th>Percent of Total</th>
<th>Commodity Ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mixed Paper</td>
<td>13.33%</td>
<td>0.1333</td>
</tr>
<tr>
<td>Newspaper</td>
<td>39.80%</td>
<td>0.3980</td>
</tr>
<tr>
<td>Cardboard</td>
<td>12.62%</td>
<td>0.1262</td>
</tr>
<tr>
<td>Mixed Plastic</td>
<td>5.01%</td>
<td>0.0501</td>
</tr>
<tr>
<td>Aluminum Containers</td>
<td>0.93%</td>
<td>0.0093</td>
</tr>
<tr>
<td>Non-Aluminum Metal Containers</td>
<td>0.70%</td>
<td>0.0070</td>
</tr>
<tr>
<td>Glass</td>
<td>20.02%</td>
<td>0.2002</td>
</tr>
<tr>
<td>Residual Waste Disposed</td>
<td>7.59%</td>
<td>0.0759</td>
</tr>
</tbody>
</table>

The Contractor shall complete a Recyclables Commodity Sort as provided for herein, and the Commodity Ratios shown in the table above shall be modified according to the Recyclables Commodity Sort results for purposes of calculating the monthly Rebate thereafter. Upon agreement of both parties, the County and the Contractor may choose to waive this Recyclables Commodity Sort requirement, in which case the Commodity Ratios shown in the table above will continue through the Contract Term.

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The Contractor shall conduct the Recyclables Commodity Sort in accordance with the following method. During one week agreed upon in advance by the County and Contractor, the Contractor’s facility, American Recycling Center located at 10220 Residency Road in Manassas, Virginia, shall receive, separate, and temporarily store in an undisturbed state, a minimum of 100 tons of single-stream recyclable materials collected from the County’s curbside collection routes for purposes of a Recyclables Commodity Sort. During a single day and in the presence of a representative designated by the County, the Contractor shall process solely the County’s recyclable materials and sort the material by commodity type, which shall include, at a minimum: mixed paper, newspaper, cardboard, mixed plastic, aluminum containers, non-aluminum metal containers, glass, any other commodities as agreed to by County and Contractor, and residual waste disposed. Immediately after sorting, the sorted commodities shall be weighed individually by commodity type on a Virginia-certified scale, the gross and net weights recorded, and a scale ticket printed for each load weighed. Loose commodities that are not baled shall be placed into sufficiently sized containers by commodity type and shall be weighed on a Virginia-certified scale; all such containers used for weighing sorted materials shall have the tare weight (i.e., container weight) determined either immediately before or after weighing and in the presence of the County’s representative. No sorted commodity shall be weighed using multiple small containers (e.g., residential-sized trash cart) or multiple times using a single small container, nor shall sorted commodities be weighed on a non-certified scale except with the express permission of the County’s representative.

The Recyclables Commodity Sort shall be completed in one day, and at the end of the day, the Contractor shall provide the County’s representative with the original of each scale weight ticket for all of the materials weighed, as well as a printed spreadsheet of the weight totals by type for all commodities and residual waste disposed and the resulting Commodity Ratios. Ratios for each commodity and residual waste disposed shall be calculated as a percentage of the sum of the weights for all of the commodities plus the residual waste disposed. The form and format of the spreadsheet shall be acceptable to the County. Within five (5) calendar days after the Recyclables Commodity Sort is complete, the Contractor shall submit the final spreadsheet of the sort results to the County in Microsoft Excel or other electronic format designated by the County, which shall be subject to approval by the County Project Officer.

6.3 PRICE ADJUSTMENTS

The Contract Amount shall remain firm throughout the first twelve (12) months of the Contract Term. Adjustments in the amount for any additional period shall be made in accordance with the following:

6.3.1 CPI-U: The County will allow an annual CPI-U price adjustment for each year of the Contract after the first year as described herein. The CPI-U used shall be the percentage of movement of the U.S. Department of Labor, Consumer Price Index, All Items, Unadjusted, and Urban Areas for the 12-month period ending in March of each Contract year. The CPI-U adjustment shall be limited to 50 percent of each unit price, unless otherwise specified herein. The Adjusted Contract Unit Prices shall become effective on July 1, 2015, and shall be adjusted every 12 months thereafter on the Contract anniversary date according to the formula in the example below and shall be binding on the
Contractor for the ensuing Contract year. The unit price for recyclables processing at the receiving facility or rebate formulas for recyclable materials shall not be subject to the CPI-U adjustment.

CPI-U ADJUSTMENT EXAMPLE: For Refuse Collection Service, take the maximum of the change of the CPI-U multiplied by 50 percent of unit price. The calculation for the adjusted monthly per household collection service unit price for the ensuing contract year shall be derived as follows:

\[(0.50 \times \text{Unit Price} \times \text{CPI-U}) + (0.50 \times \text{Unit Price}) = \text{Adjusted Unit Price},\] rounded to the nearest cent

If the monthly unit price for Refuse Collection Service per household is $5.29, then the CPI-U adjustment would apply to 50% of the unit price or $2.65. Assuming an annual CPI-U adjustment of 3.5%, then the formula would be as follows:

\[(0.50 \times 5.29 \times 1.035) + (0.50 \times 5.29) = \text{Adjusted Unit Price},\] or
\[(52.737575) + (52.645) = 55.38\]

6.3.2 HOUSE COUNT: For Contract unit prices that are billed by Contractor per household, the County shall pay the Contractor based on the County’s actual annual solid waste service fee billing records for active accounts. For the first twelve (12) months of the Contract, the house count shall be 33,147. For each subsequent Contract year, the County Project Officer shall determine, based on June billing records, the current house count for those residential units paying for County-provided curbside collection service and shall provide this count to the Contractor in writing at least fifteen (15) calendar days prior to the Contract anniversary date. The first adjusted house count shall become effective on July 1, 2015, and the house count shall be adjusted every 12 months thereafter on the Contract anniversary date and shall be binding on the Contractor for the ensuing Contract year. At the written request of Contractor, the County Project Officer may agree to confirm the number of households served and invoiced to the County by performing an audit, which shall be performed jointly by County and Contractor.

6.3.3 UNIT PRICES: The prices in Contract Sections 6.1 and 6.2 above shall be firm throughout the first twelve (12) months of the Contract Term. For any additional period, price adjustments shall be made in accordance with the following:

A. For Contract Sections 6.1.1 and 6.1.2, adjustments in the prices for ensuing years shall be made annually and shall go into effect on the Contract anniversary date in accordance with the methods described in Contract Sections 6.3.1 and 6.3.2 for CPI-U and House Count.

B. The Single-Stream Recyclables Processing Fee in Contract Section 6.2.1 shall NOT be subject to the price adjustments pursuant to Contract Sections 6.3.1 and 6.3.2 for CPI-U and House Count and shall remain firm for the Contract Term.

C. The Single-Stream Recyclables Rebate in Contract Section 6.2.2 shall not be subject to the price adjustments pursuant to Contract Sections 6.3.1 and 6.3.2 for CPI-U and House Count for the Contract Term, but may be otherwise adjusted as provided for in Section 6.2.
SECTION 7 – CONTRACT EXECUTION

This Contract shall become effective on the last date entered below.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA
AUTHORIZED SIGNATURE: [Signature]
NAME: RICHARD D. WARREN, JR.
TITLE: PURCHASING AGENT
DATE: 7/3/14

AMERICAN DISPOSAL SERVICES, INC.
AUTHORIZED SIGNATURE: [Signature]
NAME: LARRY EDWARDS
TITLE: PRESIDENT
DATE: 7/1/14