

**Recyclable Materials Collection
Agreement**

Between the

**Northeast Maryland Waste
Disposal Authority**

and

[CONTRACTOR]

Dated as of

_____, 2026

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RECYCLABLE MATERIALS COLLECTION SERVICE AGREEMENT

THIS AGREEMENT ("Agreement ") made and entered into the ____ of _____, 2026 by and between Northeast Maryland Waste Disposal Authority, ("Authority"), Tower II Suite 402, 100 South Charles Street, Baltimore MD 21201, a political corporation of the State of Maryland, and XXXXXXXXXXX ("Contractor"), a Contractor licensed for the management of refuse and recycling operations.

WITNESSETH:

WHEREAS, the Contractor and Authority wish to set forth the terms and conditions of this Agreement for the provision of Recyclable Materials Collection Service.

NOW THEREFORE, for the mutual benefits and other considerations recited herein, the Contractor and Authority mutually undertake, promise and agree as follows:

SECTION 1. AGREEMENT

For the term of this Agreement as set forth in Section 1.1 below, Contractor shall provide Recyclable Materials Collection Services. This Agreement specifically excludes collection of Solid Waste, Commercial Solid Waste, Construction Debris, Demolition Debris, Bulk Waste, and Exempt Waste. The Contractor shall provide service in a manner, which is convenient, safe and free of nuisance. The Contractor shall not trespass unduly on private property; shall not allow collection vehicles to interfere unnecessarily with traffic or other vehicles; shall work quietly so as not to create a nuisance; shall perform services using procedures and equipment in carrying out this service which maximizes efficiency and safety to the public, the Authority and the Contractor. The Contractor shall perform Recyclable Materials Collection Services in, over and across the present and future streets, alleys, bridges, easements, and other public places of the County for the purposes of performing Collection Service. Frederick County ("the County") is expressly a third-party beneficiary of this Agreement.

1.1 Initial Term of Agreement

The initial term of this Agreement shall begin on or about **March 1, 2027**. The initial term of Service Contract(s) shall expire **June 30, 2032**.

1.2 Expiration of Agreement Provisions

In the event a new contract for Recyclable Materials Collection Services has not commenced upon the expiration of this Agreement and renewal options are not exercised, the Contractor agrees to provide Recyclable Materials Collection Services for up to an additional (6) six-month maximum term at the same unit price existing at the end of the contract duration. A CPI adjustment may occur on the Commencement Anniversary Date with monthly fuel adjustments continuing during this period provided the Authority requests said services, in writing, at such time.

1.3 Option to Renew

After the initial term as defined in Section 1.1 of this Agreement above, the Authority shall have the option, at its sole discretion, to renew for up to three (3) optional one

(1) year terms, through **June 30, 2035**. The Authority shall not renew this Agreement for more than three (3) additional one (1) year terms. This provision in no way limits the Authority's right to terminate this Agreement for cause at any time during the initial term or any extension thereof, pursuant to Section 10.7 of this Agreement. To exercise its option, the Authority shall provide written notice to Contractor, not later than thirty (30) days, preceding the scheduled date of expiration.

SECTION 2. DEFINITIONS AND CONSTRUCTION

2.1 Definitions

As used in this Recyclable Materials Collection Service Agreement, the following terms shall have the following meanings unless otherwise specifically stated. If a word or phrase is not defined in this Section, the definition of such word or phrase as contained in the Code of the County shall apply

"Advertising" shall mean any written communication for the purpose of promoting a product or service. No advertising shall be permitted on Collection Service vehicles or any other vehicles, Recycling Containers, or other equipment used for the purpose of administering this Agreement. Contractor's name in which it is doing business and non-toll telephone service number, written communications as authorized in the Agreement or written communication as directed by the Contract Administrator, shall not be considered Advertising.

"Agreement" shall mean this Recyclable Materials Collection Service Agreement, including any amendments and supplements hereto executed and delivered in accordance with the terms hereof.

"Building" shall mean any structure, whether temporary or permanent, built for the support, shelter or enclosure of persons, chattel or property of any kind.

"Bulk Waste" shall mean those wastes that (a) exceed one (1) cubic yard in volume per item and require special handling and management or (b) exceed fifty (50) pounds in weight per item and require special handling and management. Bulk waste items may include large furniture, White Goods, equipment and other similar items.

"Business Day" shall mean any day, Monday through Friday, plus Saturdays on approved slide weeks.

"Collection Services" shall mean Residential Recyclable Materials Collection Service and County Office Recycling Program Materials Collection Service.

"Collection Service Area" shall mean both the County Service Area and the Municipal Service Area.

"COMAR" shall mean Code of Maryland Regulations.

"Commercial Solid Waste" shall mean Solid Waste generated by and disposed of at a Commercial Service Unit. Commercial Solid Waste excludes Construction, Demolition and Exempt Waste.

"Construction Debris" shall mean, as defined by COMAR 26.04.07.13, structural building materials including cement, concrete, bricks (excluding refractory type), lumber, plaster and plasterboard, insulation, shingles, floor, wall and ceiling tile, pipes, glass, wires, carpet, wallpaper, roofing, felt, or other structural fabrics. Construction Debris includes paint containers, caulk containers, or glaze containers that are either (a) not empty or (b) have residual material which is not dried. In addition, Construction and Demolition Debris shall include commercial, domestic, or industrial wastes or byproducts, paint, tar or tar containers, caulking compounds, glazing compounds, paint thinner or other solvents or their containers, creosote or other preservatives or their containers, tile, paneling, carpet cement or other adhesives, and other solid waste which may contain an unacceptable waste or substance that may be determined by the approving authority, State of Maryland or County to be unacceptable.

"Commercial Service Unit" shall mean any retail, professional, wholesale, institutional or industrial facility and any other commercial enterprise, including Hotels, Motels and licensed recreational vehicle parks, offering goods or services to the public located in the Service Area. **"Consumer Price Index"** shall mean the Consumer Price Index - Washington-Arlington-Alexandria Area (series id: CUURS35ASAO; Base Period: 1982-84=100) (U.S. City Average) published by the United States Department of Labor, Bureau of Labor Statistics.

"Contract Administrator" shall mean the Executive Director of the Authority, or designee, who shall represent the Authority in the administration and supervision of this Agreement.

"Contract Year" shall mean that period beginning on March 1 for the first year and July 1 for every subsequent year and ending on the following June 30.

"Contractor-Generated Waste" shall mean any waste generated by builders, building Contractors, privately employed tree trimmers and tree surgeons, landscape services and lawn or yard maintenance services and nurseries.

"County Office" shall mean current and future County owned and/or operated offices.

"County Office Recycling Program (CORP) Materials Collection Service" shall mean any process whereby Recyclable Materials that are commingled together in a Recycling Container are removed from a County Office by Contractor, delivered to and unloaded at the Designated Recycling Facility.

"County Recycling Container" shall include Recycling Bins, Recycling Carts, Recycling Dumpsters and other containers as designated by the Contract Administrator.

"County Service Area" shall mean all area(s) within the County where Contractor provides Recyclable Materials Collection Service.

"Curbside" shall mean a ground level location that is, in the following order of priority, (A) within three feet of the curb of any road, street or alley that abuts the property on which the Residential Service Unit is located and which is accessible by fire and emergency vehicle, (B) if there is no curb, within six feet of any road, street or alley that abuts the property on which the Residential Service Unit is located and which is accessible by fire and emergency vehicle, (C) within six feet of the closest accessible public right-of-way, or (D) any other location agreed to by the resident and Contractor that will provide a safe and efficient location to Contractor's crew and vehicle. If an appropriate location cannot be agreed upon, the Contract Administrator shall designate the location for pick-up.

"Designated Recycling Facility" shall mean the place or places specifically designated by the Authority for the delivery by the Contractor of Recyclable Materials collected pursuant to this Agreement.

"Demolition Debris" shall mean, as defined by COMAR 26.04.07.13, (a) waste associated with the razing of buildings, roads, bridges, and other structures including structural steel, concrete, bricks (excluding refractory type), lumber, plaster and plasterboard, insulation material, cement, shingles and roofing material, floor and wall tile, asphalt, pipes and wires, and other items physically attached to the structure, including appliances if they have been or will be compacted to their smallest practical volume. In addition, Demolition Debris includes industrial waste or byproducts, any waste materials contained within a structure or on the grounds of the structure being demolished that are not physically part of the structure, or which are comprised of or contain materials that pose an undue risk to public health or the environment.

"Duplex" shall mean a Building that contains two Residential Service Units.

"Employees" shall mean full-time employees, part-time employees, temporary employees and day laborers.

"Every Other Week or EOW" shall mean the first designated collection day in a two-week cycle as established by the Contract Administrator.

"Exempt Waste" shall mean Contractor-Generated Waste, Construction Debris, Demolition Debris, Hazardous Waste, sludge, Special Medical Waste, Yard Waste, materials resulting from home improvements, land clearing debris, automobiles, automobile parts, boats, boat parts, boat trailers, internal combustion engines, lead

acid batteries, used oil, tires, and any other material that may not be disposed of lawfully in the Designated Disposal Facility.

"Hazardous Waste" shall mean, as defined by COMAR 26.13.02.03, a solid waste that: (1) is not excluded from regulation as a hazardous waste under Regulation .04-1 of this chapter; and (2) meets any of the following criteria: (a) exhibits any of the characteristics of hazardous waste identified in COMAR 26.13.02; (b) is listed in Regulations .15- .19 and has not been excluded from the lists by COMAR 26.13.01.04A and C; or (c) is a mixture of solid waste and a hazardous waste that is listed in COMAR 26.13.02 solely because it exhibits one or more of the characteristics of hazardous waste identified in COMAR 26.13.02.

"Holiday" shall mean Work Day(s) that Collection(s) shall not occur.

"Improved Property" shall mean all property within the County on which a Building or other improvements have been placed or constructed, which improvements result in such property generating Solid Waste and/or Recyclable Material or being capable of generating Residential Solid Waste and Recyclable Material.

"Inclement Weather" shall mean any weather situation deemed by the Authority to have the potential to cause cancellation, delay or modification of Collection Service.

"Key Performance Indicators or KPI" shall mean at a minimum the number of missed set-outs per number of households serviced per route, non-flagged contamination delivered to the Authority, deviation of start-time/end time for each route, downtime due to equipment failures.

"Key Personnel" shall mean Contractor's employees who serve an integral part of the management and administration of the services provided under this Agreement. Such employees include, but are not limited to, the President, CEO, Vice President, General Manager, Regional Manager, Supervisors and all other management related staff. Such individuals shall have decision making authority and can act on behalf of the Contractor in the administration of this Agreement.

"Large Multi-Family Dwelling Units" shall mean attached Residential Service Units that consist of 10 or more dwelling units and share a common entry such as garden-style apartments, high-rise apartments, and high-rise or garden style condominiums.

"Late Customers" shall mean customers who set-out Recyclable Materials on the scheduled collection day but after the collection services vehicle has passed.

"Letter of Credit" shall mean the irrevocable commercial letter of credit, if any, provided by Contractor to the Authority pursuant to Section 14.1 hereof.

"Maryland Recycling Act" shall mean the public law that establishes a requirement that Maryland Counties and the City of Baltimore plan and implement recycling

systems that reduce the respective political subdivisions Municipal Solid Waste (MSW) Stream by 35 percent for those with populations exceeding 150,000 persons.

"Missed Collections" shall mean a Recyclable Materials set-out from a customer, excluding Late Customers, on the scheduled collection day which Contractor failed to collect.

"Mobile Home" shall mean manufactured homes, trailers, campers and recreational vehicles.

"Municipal Service Area" shall mean any incorporated municipality within the County.

"Participating Municipality" shall mean any incorporated municipality in which the Contract Administrator authorizes or instructs the Contractor, in writing, to perform Recyclable Materials Collection Service within such incorporated municipality.

"Performance Bond" shall mean the performance bond, if any, provided by Contractor to the Authority pursuant to Section 14.2 hereof.

"Public Awareness Program" shall mean the program developed by the County and/or Contractor to inform and encourage residents within the Collection Service Area to participate in the recycling program.

"Public Entity Crime" shall mean a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Maryland or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

"Recovered Materials" shall mean those recyclable materials that are separated from solid waste and placed out for Recyclable Materials Collection Service.

"Recyclable Materials" shall mean those materials which are capable of being recycled and which would otherwise be processed or disposed of as Solid Waste and designated by the Authority for collection under this Agreement. These materials may be re-defined by the Authority from time to time, at the sole discretion of the Authority.

"Recyclable Materials Collection Service" shall mean Residential Recyclable Materials Collection Service and County Office Recycling Program Materials Collection Service.

"Recyclable Materials Service Fee" shall mean the fee charged by the Contractor to provide Recyclable Materials Collection Service to each Residential Service Unit and County Office.

"Recycling" shall mean Recyclable Materials Collection Service.

"Recycling Bin" shall mean a rectangular rigid container suitable for temporary storage of commingled Recyclable Materials approved by the Contract Administrator.

"Recycling Cart" shall mean a wheeled, rigid container with a hinged lid, and manufactured with no less than 25% recycled plastics content and suitable for temporary storage of commingled Recyclable Materials approved by Contract Administrator. Recycling Carts shall be available in up to three (3) different sizes approved by the Contract Administrator. The sizes for the Recycling Carts shall be 35 gallons, plus or minus 2 gallons, 65 gallons, plus or minus 2 gallons, and 95 gallons, plus or minus 2 gallons.

"Recycling Container" shall include Recycling Bins, Recycling Carts, Recycling Dumpsters and other containers as designated by the Contract Administrator, or any other container which contains acceptable recyclable materials and is clearly marked with the word "RECYCLE," designating the container for recycling collection

"Recycling Dumpster" shall mean any metal or plastic receptacle with a capacity of one (1) cubic yard up to and including eight (8) cubic yards, which is designed or intended to be mechanically dumped into a loader-packer type Collection Services vehicle and is suitable for temporary storage of commingled Recyclable Material. Each recycling dumpster shall have a lid capable of preventing rain, snow or ice from contacting the Recyclable Material and shall be locked, with keys available to the County, to prevent unwanted items from being disposed. Recycling Dumpsters shall be clearly labeled, both pictorially and with descriptive text, by the Contractor adjacent to any and all openings used for acceptable Recyclable Material drop-off as designated and approved by the Authority throughout the term of this agreement. Recycling Dumpsters utilized for services authorized under this Agreement shall be owned by the Contractor, but shall be placarded with an approved County seal as directed by the Contract Administrator.

"Resident" shall mean any person(s) residing in a Residential Service Unit within the Collection Service Area.

"Residential Collection Service" shall mean the Residential Recyclable Materials Collection Service.

"Residential Recyclable Materials Collection Service" shall mean the process whereby Recyclable Materials are removed from a Residential Service Unit in the

Collection Service Area by Contractor and delivered to and unloaded at the Authority Designated Recycling Facility.

"Residential Service Unit" shall mean a building, or a portion thereof, lawfully used for residential purposes, consisting of one or more rooms arranged, designed, used, or intended to be used as living quarters for one family only and located in the Collection Service Area. Residential Service Units include single-family homes, Duplexes, Triplexes, Mobile Homes, townhomes, and all other Buildings used for residential purposes. Residential Service Units also include small multi-family buildings of 9 or fewer dwelling units, and small businesses as designated by the Authority, that have opted into the recycling collection services. Residential Service Units exclude Large Multi-Family Dwelling Units (consisting of 10 or more units) and Buildings used for residential purposes that utilize containers two yards or larger for Solid Waste collection.

"Recyclable Materials Collection Service" shall mean recyclable materials collection service provided to Residential Service Units and County Facilities.

"Route" shall mean that portion of the Service Area assigned to a specific collection vehicle. No route changes shall be made without the expressed written consent of the Contract Administrator.

"Scheduled Collection Day" shall mean the day on which Collection Service is provided. Any changes to a resident's previously scheduled collection day must be pre-approved by the Authority prior to commencement of this service agreement. Once established by the commencement of this contract, no changes shall be made without the expressed written consent of the Contract Administrator.

"Service Area" shall mean the Collection Service Area.

"Service Day" shall mean the day of the week on which Recyclable Materials Collection Service is provided. No changes shall be made without the expressed written consent of the Contract Administrator.

"Sidedoor" shall mean a location at the front, side or rear of a Residential Service Unit acceptable to both the Resident and Contractor. If an appropriate location cannot be agreed upon, the Contract Administrator shall designate the location for Residential Collection Service.

"Sidedoor Collection Service" shall mean the special services provided by the Contractor pursuant to Section 4.2.3.

"Single-Family Residence" shall mean a Building that contains a single Residential Service Unit.

"Solid Waste" shall mean, as defined in COMAR 26.13.02.02, ..."any discarded

material that is not excluded by Regulation .04 of this chapter or that is not excluded by a variance granted under COMAR 26.13.01.04 D and E.” Solid Waste excludes Recovered Materials.

"Special Medical Waste" shall mean, as defined by COMAR 26.13.1102, "Special medical waste" means a solid waste that is not excluded under Regulation .03 of this chapter and is composed of:(a) Anatomical material; (b) Blood; (c) Blood-soiled articles; (d) Contaminated material; (e) Microbiological laboratory waste; or (f) Sharps.

"Triplex" shall mean a Building that contains three Residential Service Units.

"Work Day" shall mean any day, Monday through Saturday for Collection Services.

"Yard Waste" shall mean, as defined in Frederick County Ordinance 06-03-399, any materials normally generated in the maintenance of gardens, yards, lawns, or landscaped areas, whether residential, commercial or public, including leaves, grass clippings, plants, shrubs, pruning's and trimmings no greater than 8 feet in length and no greater than 6 inches in diameter. Yard waste does not include other tree waste, and land clearing debris, waste pavement, soil, or any edible product from any garden, yard, lawn or landscaped area.

2.2 Construction and Interpretation

If a word or phrase is not defined in this Section, the definition of such word or phrase as contained in the Code of the County shall apply. When not inconsistent with the context, words in the present tense shall include the future, words in the plural shall include the singular, and use of the masculine gender shall include the feminine gender. The word "shall" is always mandatory and not merely discretionary.

2.2.1 Words importing the singular number shall include the plural in each case and vice versa, and words importing persons shall include firms and corporations. When not inconsistent with the context, words in the present tense shall include the future, words in the plural shall include the singular, and use of the masculine gender shall include the feminine gender. The word "shall" is always mandatory and not merely discretionary. The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, shall refer to this Agreement; the term "heretofore" shall mean before the date of adoption of this Agreement; and the term "hereafter" shall mean after the initial date of adoption of this Agreement.

2.2.2 This Agreement shall not be construed more strongly against any party regardless that such party, or its counsel, drafted this Agreement.

2.3 Section Headings

Any headings preceding the texts of several Articles and Sections of this Agreement and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

SECTION 3. REPRESENTATIONS

3.1 Representations of the Authority

The Authority makes the following representations as the basis for the undertakings on the part of Contractor herein contained:

- 3.1.1 The Authority is duly organized and validly existing as a body politic and corporate constituting an instrumentality of the State of Maryland.
- 3.1.2 The Authority has full power and authority to enter into the transactions contemplated by this Agreement.

3.2 Representations of Contractor

Contractor makes the following representations as the basis for the undertakings on the part of the Authority herein contained:

3.2.1 Contractor is a duly organized, validly existing and in good standing under the laws of the State of Maryland, authorized to do business in the State of Maryland, and has all requisite corporate power and authority to enter into and fully perform this Agreement. All necessary action on the part of Contractor relating to the authorization of its execution and delivery of this Agreement and its performance of its duties and obligations contained herein have been duly taken, and this Agreement, when executed and delivered, will be valid and enforceable against Contractor in accordance with its terms, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

3.2.2 There are no actions, suits or proceedings pending or, to the knowledge of Contractor, threatened against or affecting Contractor, at law or in equity or before or by any Federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality wherein an unfavorable decision, ruling or finding would adversely affect the validity of this Agreement or any agreement or instrument to which Contractor is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

3.2.3 Contractor is willing, ready and able to fully perform the duties and obligations contained herein.

SECTION 4. COLLECTION SERVICE

Contractor shall provide Recyclable Materials Collection Service as defined herein. The base number of residential service units at the beginning of this contract shall be an estimated total of 90,000 single family and townhome residential units. This base number of residential service units is subject to the provisions outlined in Section 7.1.

4.1 Residential Recyclable Material Collection Service

The base cost shall be \$2.24 per residential service unit per pickup or \$58.24 per residential service unit per year for standard curbside pickup. Any monthly or annual cost adjustments are subject to the provisions outlined in Section 7.5 of this agreement.

4.2 Recycling

4.2.1 Recyclable Materials Collection Service

Contractor shall provide Residential Recyclable Materials Collection Service, and County Office Recycling Program Materials Collection Service.

4.2.2 Residential Recyclable Materials Collection Service

Contractor shall provide Residential Recyclable Materials Collection Service, as specified in Section 4.2.1 of this Agreement, every other week to each Residential Service Unit in the service areas unless otherwise instructed by the Authority. Residential Recycling Collection Route Information is provided in Appendix E. In addition, Contractor shall replace Recycling Containers in accordance with this section of this Agreement. Contractor shall empty all Recycling Containers and remove all recyclable materials placed at the curbside by each Residential Service Unit. Each Recycling Container shall be emptied truck-side and replaced in its original location. On windy days the bin shall be placed upside down and the cart laid on its side, but not on its back or front. Care shall be given to ensure placement of all Recycling Containers so as to prevent damage. The consolidating of carts previous to being emptied into the collection vehicle is expressly prohibited. Contractor shall not place Recycling Containers on driveways, in front of mailboxes or in the streets or roadways. After servicing each route, Recyclable Materials must be delivered to the Designated Recycling Facility prior to servicing another route or beginning a new collection day. Combining loads from different routes and/or collection days is strictly prohibited and may result in liquidated damages. Residential Recyclable Materials Collection Services shall be provided throughout the year for the duration of this agreement.

4.2.3 Sidedoor Collection Service

Contractor shall provide sidedoor collection service for Recyclable Materials from Residential Service Units if all adult occupants residing therein are

handicapped, or otherwise physically impaired as to inhibit their ambulatory functions and cannot safely move containers, and if a request for sidedoor collection service has been made to, and approved by the Authority, in the manner required by the Authority. The Authority shall notify the Contractor in writing of any Residential Service Unit requiring sidedoor collection service. No additional monies shall be due to the Contractor for the provision of sidedoor collection service. Contractor shall provide sidedoor collection service on the same scheduled collection day that Residential Recyclable Materials Collection Service would otherwise be provided to the Residential Service Unit.

4.2.4 County Office Recycling Program (CORP) Materials Collection Service

Contractor shall provide CORP Materials Collection Service to all current and future County Facilities in the County as designated by the Contract Administrator. CORP Materials Collection Service shall be priced per lift of a Recycling Dumpster/Cart per address as dictated in **Appendix B**. Recycling Dumpster(s) and Recycling Cart(s) shall be delivered and replaced by the Contractor as set forth in this Section. The Authority shall specify the location of Recycling Dumpsters and/or Recycling Carts – an initial list is located in **Appendix F**. In addition, the size and quantity of the Recycling Dumpster(s) and the frequency of Recyclable Materials Collection Service for each County Office shall be determined at the sole discretion of the Contract Administrator. Contractor must notify the Authority within 30 minutes if they cannot access a dumpster due to obstructions or secured sites. If the Authority can gain access for Contractor within one (1) hour of being notified, Contractor shall attempt to service the location again. Contractor shall empty all Recycling Dumpsters and Recycling Carts. Each Recycling Dumpster and Recycling Cart shall be emptied and replaced in its original location immediately afterwards. CORP Materials Collection Services shall be provided throughout the year for the duration of this Agreement and be performed within seven (7) Business Days of the request. The Authority reserves the right to add or delete County Offices), Recycling Dumpster(s), and Recycling Cart(s) at its sole discretion throughout the term of this Agreement.

4.2.5 Recyclable Materials to be Collected

Contractor shall collect all Recyclable Materials listed below that are placed in a Recycling Container. The presence of at least one (1) County Recycling Container at each Residential Service Unit shall serve as identifying the need for Residential Recyclable Materials Collection Service on that applicable collection day. The Authority reserves the right to amend the list of acceptable Recyclable Materials at any time throughout the term of this contract without affecting service fees. In addition, Contractor shall collect all Recyclable Materials that are accepted by the Designated Recycling Facility and are placed next to a Recycling Container in cardboard boxes,

Kraft bags, any other type of container with the word "RECYCLE" on it or paper tied with twine. If a cardboard box, bundle of recycling, recycling container, Kraft bag, or any other type of container with the word "RECYCLE " on it containing Recyclable Materials tears or breaks, Contractor shall collect the contents of bags or boxes containing Recyclable Materials that tore or broke. Contractor shall collect OCC placed underneath or next to a Recycling Container. Residents shall not be required to break down or cut up cardboard boxes prior to collection. In addition, Residents shall not be required to crush or flatten plastic and metal containers, or separate or remove lids from Recyclable Materials for collection. Residents shall not be required to separate Recyclable Materials from other Recyclable Materials. Residents may set out an unlimited number or size of OCC and an unlimited quantity of Recyclable Materials on each Scheduled Collection Day, as long as it is placed within three (3) feet of the Recycling Container. The OCC should be stacked with smaller boxes inside of larger boxes and cannot be stacked taller than 72 inches. Contractor shall collect all Recyclable Materials whether rinsed or not prior to collection. However, Contractor shall not be required to collect bottles, cans, jars, OCC or other Recyclable Materials that contain more than a residual amount of content. The recyclable materials initially designated by the Authority are found in **Appendix G** and may be updated from time to time.

4.2.6 Contaminated Recyclable Materials to be Collected

Contractor shall not be required to collect Recyclable Materials, as defined in Section 4.2.1, if the Recyclable Materials are not segregated from Solid Waste. If under 10% of Recyclable Materials based on a visual inspection are contaminated through commingling with Solid Waste, the Contractor shall, if practical, separate the Solid Waste from the Recyclable Materials. Contractor shall then collect the Recyclable Materials, and the Contractor shall leave the Solid Waste in the Recycling Container and follow the Non-Collection Notice procedure as set forth in Section 5.2 of this Agreement. However, in the event the Recyclable Materials are a) over 10% contaminated by Solid Waste on a visual inspection, b) contain hazardous waste, c) are commingled to the extent that they cannot easily be separated by the Contractor, or d) the nature of the Solid Waste otherwise renders the entire Recycling Container or other acceptable Recyclable Materials set-out contaminated, the Contractor shall follow the Non-Collection Notice procedure as set forth in Section 5.2 of this Agreement.

4.2.7 Purchase, Delivery, Replacement and Ownership of Recycling Containers

4.2.7.1 Purchase and Delivery

For the life of this Agreement, Contractor shall, within ten (10) Work Days of the request of the Contract Administrator, deliver (A) County Recycling

Container(s) to new Residential Service Units that result from property sales (with prior approval of the Contract Administrator), and new or existing County Facilities (B) replacement County Recycling Container(s) as set forth in Section 4.2 of this Agreement to Residential Service Units and County Facilities. Contractor shall deliver County Recycling Container(s) to newly constructed Residential Service Units within the first ten (10) days of the month following the request by the Contract Administrator. Contractor shall attach a Program Introduction Notice as set forth in Section 5.1 to each County Recycling Cart or County Recycling Bin delivered by Contractor. For the life of the Agreement, Contractor shall deliver Recycling Containers as required by this Agreement at Contractor's expense and at no cost to the Authority or customer except as stated otherwise in Section 4.2.

4.2.7.2 Replacement

Contractor's employees shall take care to prevent damage to Recycling Containers by unnecessary rough treatment. Contractor shall maintain a minimum number of County 35-gallon Recycling Carts, 65-gallon Recycling Carts, and 95-gallon Recycling Carts, as determined by the Contract Administrator, at County Office to ensure that extra or replacement County Recycling Containers can be provided in accordance with the terms and conditions of the Agreement. At the expense of Contractor, County Facilities shall be entitled to an unlimited number of replacements of Recycling Containers during the life of the Agreement. As set forth in Section 10.4.7, Contractor shall provide a monthly report for each Recycling Container replacement. The following sections shall apply only to Residential Service Units.

4.2.7.3 Replacement Due to Lost, Stolen or Damaged Beyond Repair

Upon notification to Contractor by Contract Administrator that a County Recycling Cart or County Recycling Bin has been lost, destroyed, stolen or that it has been damaged beyond repair, Contractor shall deliver a replacement County Recycling Container to such customer within ten (10) Work Days. For the life of the agreement and at the expense of the Contractor, each Residential Service Unit shall be entitled to unlimited replacements of destroyed or damaged beyond repair County Recycling Cart(s) or County Recycling Bin(s) if determined by the Contract Administrator or their designee that such destruction or damage was caused by the Contractor or Contractor's employees or equipment. The Authority shall deduct the cost of replacement of County Recycling Containers due to destruction or damage caused by Contractor from the payment for collection services. However, the Contractor may dispute the Authority's conclusion that damage to a Recycling Container was caused by Contractor. If the parties are unable to negotiate a resolution of such a dispute, the dispute shall proceed through the dispute resolution procedure

set forth in Section 24 of this Agreement. The Authority shall provide Contractor with the address, description of damage and date of complaint for all Contractor damaged containers within five (5) business days following the end of each calendar month. For additional replacements beyond those as provided in this Agreement, the County shall pay for the County Recycling Container. The Contractor shall furnish the serial number and address of the location of the replacement cart to the Contract Administrator within seven (7) Work Days in the format of an electronic file as determined by the Contract Administrator.

4.2.7.4 Replacement Due to Change in Recycling Container

Upon notification to Contractor by Contract Administrator that a customer wants to replace a Recycling Container for a different County Recycling Container (i.e. size and type), Contractor shall deliver a replacement County Recycling Container to such customer within ten (10) Work Days. At the expense of Contractor, each Residential Service Unit shall be entitled to one (1) delivery of a replacement County Recycling Cart or County Recycling Bin for a different Recycling Container (i.e. size or type) per contract year. For additional replacements beyond the one (1) replacement due to change in Recycling Container, Contractor can elect either to deliver the County Recycling Container to the Residential Service Unit or require the Residential Service Unit to pick up the County Recycling Container from the County Office of Recycling.

4.2.7.5 Ownership

Ownership of County Recycling Containers shall rest with the County.

4.3 Transition

Contractor understands and agrees that the time between the formal Agreement signing and commencement of services is intended to provide Contractor with sufficient time to, among other things, order equipment and prepare necessary routing changes. Contractor shall be responsible for the provision of all Collection Services beginning on March 1, 2027. Contractor shall provide the Contract Administrator with a transition schedule within five (5) Business Days after execution of this Agreement and provide a written update to Authority and County staff on the status of transition activities on a weekly basis leading up to initiation of Collection Services on March 1, 2027.

4.4 Prohibition Against Commingling Residential Solid Waste And Recyclable Materials

Contractor shall not commingle Recovered Materials collected pursuant to this Agreement with any other solid waste, bulk waste, exempt waste, or other materials collected outside the scope of this contract. In addition, Contractor shall not commingle Residential Solid Waste with Recyclable Materials. If the Contractor or Contractor's employees violate this provision, the Authority reserves the right to impose a liquidated damage or withhold payment for services as

provided in the Agreement.

4.5 Designated Recycling Facility

All Residential Recyclable Materials collected pursuant to this Agreement shall be delivered to the Designated Recycling Facility. The Authority shall retain ownership of all Recovered Materials collected pursuant to this Agreement until delivery to the Designated Recycling Facility. The Authority reserves the right to designate the same or different resource recovery systems, disposal facilities, landfills, contingency landfills or transfer stations as the Designated Disposal Facility and the Designated Recycling Facility. In the event of a change in the Designated Disposal Facility or Designated Recycling Facility whereby the newly established Designated Disposal Facility or Designated Recycling Facility is located outside the County, Authority and Contractor shall negotiate changes in the Service Fees to compensate for any increases in Contractor's transportation costs.

SECTION 5. PUBLIC EDUCATION NOTICES

Contractor shall provide the following services associated with public education notices at no cost to the Authority or the customer. Contractor will at no time place public education notices inside customers' mailboxes. Contractor shall not distribute any public education notices to Residential Service Units within the Service Area without written approval from Contract Administrator.

5.1 Introduction Notice

Contractor shall develop, print, and distribute, at Contractor's own expense, a Program Introduction Notice for each Residential Service Unit as instructed by the Contract Administrator or described elsewhere in the Service Agreement. The Program Introduction Notice shall be approved by the Contract Administrator and shall include:

- (a) the scheduled collection days for Residential Recyclable Materials Collection Service, (b) summary of the customers' responsibilities, including suggestions for efficient participation in the program and how to mark overflowing recyclables set out for pick-up (c) direction on set-out "how to know the collection is complete" and (d) any other information the Authority requests, including but not limited to County maintained URLs/QRL Codes for recycling education.

Contractor shall attach Program Introduction Notice via a non-adhesive means to each Recycling Container delivered to a customer or picked up by a customer at the County Office of Recycling. For any Authority approved change in the scheduled collection day prior to the commencement of this contract, the Contractor must notify the affected resident via three (3) mailed program introduction notices, which shall include information pertaining to customer's new scheduled collection day. The Contractor will take reasonable steps to use recycled materials for the notices and ties (if used). Recycle cart work order delivery time is between 7:30am and 3:30pm, Monday through Saturday.

5.2 Non-Collection Notice

Contractor shall develop, print, and distribute, at Contractor's own expense, a Non-Collection Notice that shall be approved in advance by the Contract Administrator. The parties expressly agree that Contractor's current Non-Collection Notice (red-tag style) is acceptable under the Contract. The Non-Collection Notice shall be attached to the Recycling Cart or Bin and shall indicate the reason for the non-collection. Contractor shall provide a weekly report of Non-Collection Notices as set forth in Section 10.4.4 of this Agreement. The Contractor will take reasonable steps to use recycled materials for the notices and ties (if used). Contractor must immediately contact (by phone, text, or e-mail) the County Inspector and upload to County online platform upon the issuance of a Rejection Tag.

SECTION 6. HOURS OF COLLECTION

Contract Administrator may amend the hours of Collection Service as specified in this Section due to extraordinary circumstances or conditions.

6.1 Residential Collection Service

6.1.1 Residential Collection Service shall be provided between the hours of 7:00 AM, local time and 4:30 PM, local time (see 6.1.1.2). Monday through Friday with Saturdays used only for holiday shifts or weather-related make-up days upon the approval of the Contract Administrator, except in the Frederick City Historic District where Residential Collection Service shall be provided between the hours of 6:00 AM, local time and 4:30 PM, local time each collection day, except in exigent circumstances, in which case the Recyclable Materials will be unloaded the following work day.

6.1.1.1 Hours for the start and end of routes may be shifted during extreme weather events with the written approval of the Contract Administrator. This includes adherence to the requirements under COMAR 09.12.32.

6.1.1.2 For clarity, the summer hours start May 16 and end September 15. Fall hours start September 16 and end December 15. Winter hours start December 16 and end March 15. Spring hours start March 16 and end May 15.

6.1.2 All collection vehicles must unload Recyclable Materials at the Designated Recycling Facility by 4:30 PM, local time each collection day. Collections are not considered complete until all Recyclable Materials are collected that day and unloaded at the Designated Recycling Facility, no later than 4:30 PM, local time.

6.1.3 A full list of planned trucks, including truck substitutions and the help trucks, and routes is to be emailed to the County and Authority no later than 6:30 AM each service day.

6.1.4 A summary update of route status (percentage completion of each route, estimated end time of non-completed routes, significant issues) must be emailed to the County and Authority by 2:00 PM, local time each service day

6.1.5 If the County online system is not available, a summary report of tagged containers (with photographs) is to be sent to the County and Authority via unlocked MS Excel (version 2019 or later) before the end of the current service day.

6.2 County Office Recycling Program (CORP) Materials Collection Service

CORP Materials Collection Service shall be provided between the hours of 4:00 AM, local time and 4:30 PM, local time Monday through Friday, with Saturdays on approved slide weeks. **(Please see Appendix F for specific hours per County Office).**

SECTION 7. PAYMENT PROVISIONS

7.1 Residential Collection Services Customer List

7.1.1 Development of the Customer List

Prior to commencement of services, the Authority shall provide Contractor with a Residential Recyclable Materials Collection Services Customer List for the County Service Area.

7.1.2 Amendments to the Customer List

7.1.2.1 By the Authority

During the term of this Agreement, the Authority may amend the Customer Lists to reflect the Residential Service Units for which Collection Services is to be provided by adding Residential Service Units for which a new certificate of occupancy is issued and deleting Residential Service Units which were provided in error or can no longer be occupied due to eminent domain, code enforcement, natural disaster or other reasons. The Authority shall provide written notification to Contractor of amendments to the Customer List.

7.1.2.2 By the Contractor

Contractor shall provide written notification to Contract Administrator of proposed amendments to their Customer List. Contractor shall include evidence supporting the basis of the proposed amendments to the Customer List. Contract Administrator shall have the sole discretion to accept or reject the Contractor's proposed amendments to the Customer List. If the Authority accepts a proposed Amendment, the proposed amendment shall be incorporated into the Customer List as of the date of acceptance.

7.2 Billing And Collection

7.2.1 Residential Collection Service in County Service Area

Contractor shall submit a monthly bill on or before the 10th day of each month to the Authority and to the County for all Residential Materials Collection Service performed during the immediate prior calendar month. Contractor shall ensure that each bill (1) describes services provided (2) includes all charges for the prior month, and (3) fuel adjustment charge. Contractor shall bill Authority in accordance with the Rate Structure established in Appendix A and may subsequently be adjusted as set for in Section 7.5 of this Agreement.

7.2.2 CORP Materials Collection Services

Contractor shall submit a monthly bill on or before the 10th day of each month to the Authority and to the County for all CORP Materials Collection Service performed during the immediate prior calendar month. Contractor shall ensure that each bill (1) describes services provided to each County Office, (2) includes all charges for the prior month, and (3) fuel adjustment charge. Contractor shall bill Authority in accordance with the Rate Structure established in Appendix B and may subsequently be adjusted as set for in Section 7.5 of this Agreement.

7.3 Payment to Contractor

The Authority shall pay Contractor an amount, as set forth in this Section, for providing Collection Services during the immediate calendar month less any disputed amounts as set forth in Section 24, liquidated damages as set forth in Section 12, and authorized withholding of payments as set forth in Section 13. The Authority reserves the right to have the County directly pay the Contractor.

7.3.1 Payment for Residential Collection Services

7.3.1.1 Payment for Residential Collection Services in County Service Area and Municipal Service Areas

The Authority shall pay Contractor for Residential Recyclable Materials Collection Services an amount equal to the number of Residential Service Units on the Residential Materials Collection Service Customer List as of the fifteenth (15th) of the month for which payment is being made multiplied by the Residential Recyclable Materials Service Fee by the end of the month that the Authority receives the invoice via EFT. If the Authority determines that Contractor has correctly submitted the bill to the Authority, the Authority shall pay Contractor for Residential Collection Services by the end of the month of receipt of the Contractor's invoice.

7.3.1.2 Payment for CORP Materials Collection Service

If the Authority determines that Contractor has correctly submitted the bill to the Authority, the Authority shall pay Contractor for CORP Materials Collection Services by the end of the month of receipt of the Contractor's invoice.

7.4 Payment For Recyclable Materials Revenues

Revenues from the payment of recyclable materials revenues will not involve the Contractor.

7.5 Annual Adjustment of Rates

Annual adjustment of rates for Collection Service beginning March 1st, and occurring every March 1st thereafter, the monthly payment to the Contractor for the cost of Collection Services may be adjusted and remain so for the next twelve (12) consecutive months as described in the Consumer Price Index Adjustment Section of this Agreement.

7.5.1 Consumer Price Index (CPI) Adjustment

- (A) Payment under this Agreement may be adjusted each succeeding year effective on the Contract anniversary date should the Bureau of Labor Statistics Consumer Price Index, ("CPI") for the Washington-Arlington-Alexandria Area (series id: CUURS35ASAO;Base Period: 1982-84=100), show a change for the latest full year. Any requested price adjustments must be submitted in writing to Procurement Contracting Department for their review and determination of approval. All decisions of Procurement and Contracting shall be final.
- (B) The adjustment shall be equal to seventy-five percent (75%) of any increase or decrease in the CPI. A review of the most recently reported Consumer Price Index before each adjustment date will be made each year prior to the Commencement anniversary date and the price adjustment shall be effective on the Commencement anniversary date through the ensuing year.
- (C) Adjustment shall be calculated by comparing the most recently reported index specified in Paragraph 7.5.1(A) above to the index for the same month the previous year for each Contract period. The final adjustment calculation shall be rounded to the nearest tenth of a percentage point. The maximum increase per year is 4%.
Example: Assume that the CPI index for January 2024 is 118.0 and for January 2025 is 123.0. The calculation would be as follows:

$$\frac{123.0 - 118.0}{118.0} \times .75 = +3.18\%$$

$$118.0 \times .75 = +3.18\%$$

Rounding to 1/10% = +3.2%, so increase would be 3.2%

7.5.2 Fuel Adjustment

Contractor may request adjustment of the service fees on a monthly basis beginning April 1, 2028 for Recyclable Materials Collection Service based on the following:

A fuel surcharge may be calculated by Contractor and used to adjust service fees from base fees, calculated on the first Monday of the month and continuing on a once per month basis on the first Monday of each succeeding month for the duration of the Contract period. This fuel surcharge shall be calculated at a 1% increase or decrease for every full \$.10 increase in the price of diesel fuel using a threshold price per gallon of **\$6.00**. The Authority shall adjust pricing due to a decrease in index pricing in accordance with the formula. This may be re-calculated on, and using the diesel fuel index on the first Monday of each succeeding month based on the Diesel Fuel price index maintained by the United States Department of Energy (DOE) as it relates to the Petroleum Administration for Defense (PAD) District 1 (East Coast), Sub District 1B (Central Atlantic)(PADD 1B), which includes the State of Maryland. The Contractor shall provide backup documentation for each requested adjustment.

SECTION 8. ROUTES AND SCHEDULES

8.1 Development, Adherence, and Changes to Routes and Schedules

8.1.1 Development of Daily Routes and/or Schedules

Within five (5) days of execution of the Service Agreement, County shall provide the Contractor, in an electronic format acceptable to the Contractor, maps and schedules of all routes for Collection Service and keep such information current at all times. Manually drawn routes and schedules are not permitted. County shall develop all daily route boundaries and schedules utilizing geographic information system (GIS) software or related routing software as set forth in Section 15.1.5. Routes shall indicate which Units will be collected on which reoccurring day of the bi-weekly (every other week) schedule, as well as the starting and ending points of the route. All routes must be pre-approved in writing by the Authority. Street-by-street collection schedules shall be carried on all collection vehicles while collections are in progress so personnel can follow the schedule. County inspectors may check the trucks to see if schedules are provided. For any routing that results in a change to the Scheduled Collection Day for any residents at the commencement of this contract, please refer to Section 5.1 regarding Program Introduction Notice requirements.

8.1.2 Adherence to Routes and Schedules

The order of providing collection (routing) to each street for recyclables shall be the same each collection day. Collection trucks will be required, if requested by the County, to return to the beginning of the route to repeat collections in accordance with the approved schedule if the schedule was not adhered to initially. Areas previously collected shall be collected again following the street-by-street schedule. This will be at no additional cost to the County.

8.1.3 Changes to Daily Routes and/or Schedules

If the Contractor wants to make changes to the daily route boundaries and/or schedules such that any customer would receive any service on a different day or starting and ending points of routes would change, Contractor shall submit a written request for changes to routes and/or schedules to the Contract Administrator. If the Contractor proposes to collect any households on a different day than currently collected, they must send via first class mail, three (3) separate notifications alerting the resident to the collection day change, as approved by the Contract Administrator, and at the Authority's scheduling discretion. If the requested change is due to inclement weather, construction, road repairs, road closings, natural disasters or other conditions beyond the control of the Contractor, Contractor may verbally request for changes to routes and/or schedules to be approved by the Contract Administrator. If the requested change is due to events other than inclement weather, construction, road repairs, road closings, natural disasters or other conditions beyond the control of the Contractor, Contractor shall submit a written request for changes to routes and/or schedules to Contract Administrator a minimum of thirty (30) business days in advance of the proposed effective date of the change. Contract Administrator has the sole discretion to approve or deny proposed changes to routes and schedules. Contract Administrator also has the option to enforce Contractor re-collect areas in which collection days were changed at no additional cost. The re-collection would take place before the next scheduled collection day for that area, on a schedule as agreed upon between the Contractor and the Contract Administer. Contractor shall not make changes to any route and/or schedule without written consent from the Contract Administrator. If the Contract Administrator approves a change to a route(s) and/or schedule(s), Contractor, at its expense, shall develop, print, and distribute a notification approved by the Contract Administrator to each customer affected by the change. Contractor at its own expense shall also revise any routing or mapping previously submitted to the Authority to accurately reflect the change. Contractor shall notify customers affected by the change in route(s) and/or schedule(s) so

that they receive the Authority approved notice not more than fifteen (15) business days in advance and not less than 5 business days in advance for scheduled changes occurring after commencement of services. For scheduled changes beginning at the commencement of services, see the requirements above.

8.2 Holidays

Contractor shall not collect Recyclable Materials on Work Days that the Designated Recycling Facility is closed. Holidays in which the Designated Recycling Facility are generally closed are New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day. For these holidays the collection day shall shift to the next Work Day, including Saturdays, and the remainder of that weeks' schedule shall follow that shift. For example, if the Designated Recycling Facility is closed on a Monday due to a holiday, then Residential Service Units normally collected that Monday would shift to Tuesday of that same week and so forth throughout the remainder of the week. Under this shift, Residential Service Units normally collected on Friday of that week would be collected on Saturday. The Contractor shall allow for an increase in the amount of recyclables to be collected following holidays. Holidays may be added or deleted during the term of contract at the sole discretion of the Authority, pursuant to Section 35.5 herein.

SECTION 9. EMERGENCY SERVICE PROVISIONS

9.1 General

In an emergency event such as a hurricane, tornado, major storm, natural disaster, flood, snow, or other such event, the Authority may grant the Contractor reasonable variance from regular daily schedules and routes.

Variances to the daily schedules and routes related to inclement weather shall **only** occur with approval from, and at the direction of, the Contract Administrator. The Contractor shall make any schedule or route change requests (due to inclement weather) to the Contract Administrator or their designee no later than 5:00 AM, local time on the day of service or immediately upon a change in weather, which is hampering ongoing collection efforts. All efforts will be made to complete routes during inclement weather. Payment will only be rendered for actual homes collected and should collections be suspended, the Authority may direct the Contractor to complete that portion of the suspended collection the following day, or the Contractor will be paid a pro-rated amount based on actual units collected. Location of Contractor's facility, trucks or personnel shall not be considered an excuse for delays, suspension or cancellations of collections. The Contract Administrator has the authority to approve delays, suspensions, or cancellations of collections and their decision shall be final. If Contract Administrator approves Contractor's request for variance due to an emergency event, Contractor shall advise the Contract Administrator when it is anticipated that normal routes and schedules can be resumed. The clean-up from emergency events is not exclusive

to this Agreement.

9.2 Compensation For Services During Emergency Events

If the Authority approves cancellation or suspension of collection services due to an emergency event, Contractor shall not be paid for Collection Services not performed. The Authority shall reduce payment set forth in Section 7 of this Agreement as to not pay for collection services that Contractor did not provide due to an emergency event.

9.3 Failure to Provide Notice

Notwithstanding the provisions of 9.1 and 9.2, should the Contractor fail to request cancellation or suspension of routes for the day by 5:00 AM on the day of service, then the Contractor will be required to complete collection services for that service day, or only be paid for the portion of homes actually collected. If by 5:00 AM on the day of service the Authority fails to notify the Contractor of a cancellation or suspension of routes for the day or fails to address a cancellation or suspension request of the Contractor, then the Contractor shall be paid for all services that the Contractor ordinarily would have performed on this day. However, should a cancellation or a suspension of services later be necessary due to a mutually agreed upon change in collection conditions (e.g. progressive inclement weather) the Contractor shall be paid for the portion of homes actually collected before the cancellation or suspension of services. The Authority and the Contractor shall determine a mutually beneficial plan to: (a) collect the remaining homes on the next Work Day along with those previously scheduled for that next Work Day or (b) slide the collection schedule to the following Work Day or (c) cancel the collection services for the remainder of that Work Day with no scheduled make up collection whichever is deemed most appropriate and beneficial through mutual determination between the Authority and the Contractor.

SECTION 10. CONTRACTOR'S RELATION TO AUTHORITY

10.1 Contractor Representative Availability

Contractor shall cooperate with Authority in every reasonable way in order to facilitate the progress of the work contemplated under this Agreement. As such, Contractor shall have a competent and reliable representative on duty that is authorized to make decisions and act on its behalf. Contractor agrees that Authority shall have twenty-four (24) hour access to said representative via a non-toll call from Authority. Answering machines, pagers or other devices that do not provide for immediate contact with Contractor' said representative(s) shall not meet the requirements of this Section.

10.2 Independent Contractor

It is expressly agreed and understood that Contractor is in all respects an independent Contractor as to the work performed under this Agreement. Even

though in certain respects, Contractor may be required to follow the direction of the Contract Administrator, or the Contract Administrator's designated representative, Contractor is in no respect an officer, agent, servant or employee of the Authority.

10.3 Supervision Of Agreement Performance

Contract Administrator is hereby designated as the public official responsible for the administration of this Agreement by Authority, and, in such capacity, they are charged with the overall, general supervision of Contractor's performance hereunder. Contractor shall diligently work with the Contract Administrator to formulate and to adopt guidelines and procedures to facilitate the supervision and review of its performance by Contract Administrator and their staff. Contractor shall not be required to comply with instructions or directions from any Authority official except the Contract Administrator or their designee to perform specified administrative functions under this Agreement. Notwithstanding the foregoing, upon written notice to Contractor from the Contract Administrator, the Contractor shall take direction directly from the County.

10.4 Weekly And Monthly Reports

Contractor shall provide the following reports regarding collection services provided to Residential Service Units and County Facilities. Contractor shall provide each report to the Authority, with a copy to the County, in an electronic file format selected by Authority. If the Contractor fails to comply with this provision, Authority reserves the right to impose a liquidated damage or withhold payment for services as provided in the Agreement. The KPIs will be used in the measurement of performance.

10.4.1 Weekly Reports

Contractor shall provide the following weekly reports on or before 9:00 AM, local time each Monday of every week or upon request of the Authority.

10.4.2 Non-Collection Notice Report

In the weekly Non-Collection Report, Contractor shall outline the following information in the electronic report from the preceding week: identity route number, date, and address of each Non-Collection Notice.

10.4.3 Monthly Reports

Contractor shall provide the following monthly reports on or before the tenth (10th) day of each month, as stated elsewhere in the Service Agreement as necessary for reconciliation of Contractor's monthly invoice or upon request of the Authority.

10.4.4 Operations Report

In the monthly Operations Report, Contractor shall outline the following

information from the preceding month: (a) summary of the services that were provided, and (b) other information the Authority may request. Contractor shall maintain the weight tickets from the Designated Recycling Facility for the Residential Recycling Service, and the CORP Materials Collection Service performed pursuant to this Agreement. Upon the Authority's request, Contractor shall permit the Authority and/or the County to review weight tickets maintained by Contractor as required by this provision. Contractor may require the Authority to review weight tickets at Contractor's office located in Frederick County for purposes of protecting its proprietary information.

10.4.5 Semi-Annual Operations Meeting

The Contractor and the County, and Authority will meet semi-annually to review the performance of the Contractor and to discuss any upcoming changes to the County's Program. The Contractor may offer amendments or enhancements to routes during the meeting. Any changes to routes must be substantiated through routing analytics and honor existing intragovernmental agreements, ordinances and codes.

10.5 Facility And Equipment Inspection Rights

The Authority and the County may, during business hours and at reasonable times during the term hereof, inspect: Contractor's facilities and equipment and perform such inspections, as Authority deems reasonably necessary, to determine whether the services required to be provided by Contractor under this Agreement conform to the terms hereof and/or the terms of the solicitation documents, if applicable. Contractor shall make available to the Authority and the County all reasonable facilities and assistance to facilitate the performance of inspections by the Authority's/County's representatives

10.6 Liability For Delays or Non-Performance Due to Unusual Circumstances

It is expressly agreed that in no event shall the County nor the Authority be liable or responsible to Contractor, or to any other person, on account of any stoppage or delay in the work herein provided for, by injunction or other legal or equitable proceedings brought against the County or the Authority or Contractor, or on account of any delay from any cause over which the Authority or the County has no control. Contractor shall not be responsible for delays or non-performance of the terms and provisions of this Agreement where such delays or non-- performance are caused by events or circumstances beyond the control of Contractor. Contractor shall not be entitled to compensation for such period of time as the delay or non-performance shall continue but will be entitled to prorated compensation once said work has been completed. In the event of a strike of the employees of Contractor, or any other similar labor dispute which makes performance of this Agreement by Contractor substantially impossible, Contractor agrees that the Authority shall have the right to call the bond hereinafter described within one (1) week of such action and engage another person, firm or corporation to provide necessary services with the bond proceeds applied to pay any difference between the Agreement price in

effect and the costs charged by the successor company.

10.7 Breach Of Agreement

If the Contractor fails to perform or materially breaches the Agreement, the Contractor shall be considered to be in Breach of Contract.

In addition to such remedies of a less formal but corrective nature as may be delineated between the Authority and the Contractor elsewhere in these specifications the Authority retains, solely to itself, all such remedies available at law or in equity including but not limited to:

1. If the Agreement is terminated for default, the Authority reserves the right to assign, without rebidding, any Services contained within this Agreement prior to the end of the Agreement term.
2. Notice of Intent to Terminate – The Authority shall provide Contractor written notice identifying the cause for termination or termination for convenience.

10.7.1 Termination For Cause

10.7.1.1 Termination Without Opportunity to Cure

The Authority may terminate this Agreement without providing Contractor an opportunity to cure the default:

(A) If Contractor shall take the benefit of any present or future insolvency statute, or shall make an assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or state of the United States or any state thereof, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or

(B) By order or decree of a Court, Contractor shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of Contractor, seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy law or under any law or statute of the United States or of any state thereof, provided that if any such judgment or order is stayed or vacated within sixty (60) days after the entry thereof, any notice of cancellation shall be and become null, void and of no effect; unless such stayed judgment or order is reinstated in which case, said default shall be deemed immediate; or

(C) By or pursuant to or under authority of any legislative act, resolution or rule or any order or decree of any Court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the property of Contractor, and such possession or control shall continue in effect for a period of sixty (60) days; or

(D) If Contractor is convicted or found guilty of a Public Entity Crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere, and is placed on the convicted vendor list pursuant to Section 287.133, Maryland Statutes; or

(E) If Contractor fails to provide Collection Service for a period of five (5) consecutive working days, the Authority on the sixth (6th) working day may perform, or contract to be performed, interim collection service until such time as the matter is resolved and Contractor is again able to perform pursuant to this Agreement. If Contractor is unable for any reason or cause to resume collection services at the end of fifteen (15) working days, all liability of the Authority under this Agreement to Contractor shall cease and this Agreement may be terminated by the Authority.

10.7.1.2 Termination With Opportunity to Cure

Unless stated otherwise in this Agreement, the Authority shall provide Contractor a minimum of ten (10) business days after receipt of notice to terminate to cure a default or breach. Contractor has breached this Agreement if the Contract Administrator has determined a breach has occurred in accordance with Section 10.7 of this Agreement. Contractor has defaulted if Contractor fails or refuses to perform or observe the terms, conditions or covenants in this Agreement or any of the rules and regulations promulgated by the County pursuant thereto or has wrongfully failed or refused to comply with the instructions of the Contract Administrator relative thereto.

10.7.1.3 Effective Date of Termination

In the event of the aforesaid events specified in Sections 10.7.1 and 10.7.2 hereof and except as otherwise provided therein, termination shall be effective at 11:59 PM, local time upon the date specified in Authority's written notice to Contractor and upon said date this Agreement shall be deemed immediately terminated.

10.7.1.4 Termination for Convenience

The Authority may, without liability, terminate this Agreement for its own convenience upon written notice to the Contractor not less than 90 days prior to the effective date for such termination. In the event of any such termination, the Contractor shall be entitled to compensation for work satisfactorily performed until the termination, plus reasonable and substantiated costs incurred as a

result of the termination. Such costs specifically excludes anticipated, future or lost profits.

10.7.2 Remedies

10.7.2.1 Authority's Remedies

Collection of Letter of Credit or Utilization of Performance Bond

Authority shall have the right to collect on the full or partial amount of the Letter of Credit or utilize the full or partial Performance Bond and shall be free to negotiate with other Contractors for the operation of the herein specified collection services. For failure to perform, Contractor shall reimburse the Authority all direct and indirect costs of providing interim collection service. The Authority shall tender to Contractor any funds drawn on the Letter of Credit and not used as provided herein.

10.7.2.2 Other Damages

Contractor recognizes that the failure on the part of Contractor to comply with the terms of this Agreement is likely to cause irreparable damage to the Authority and damages at law would be an inadequate remedy. Therefore, Contractor agrees that in the event of a material breach of the Agreement by Contractor, the Authority shall be entitled to an injunction restraining such breach and/or to a decree of specific performance, together with recovery of reasonable attorneys' fees and costs incurred in obtaining said equitable relief until such time as a final and binding determination is made by the court. The foregoing equitable remedy shall be in addition to, and not in lieu of, all remedies or rights which the Authority may otherwise have by virtue of any breach of this Agreement by Contractor. The Authority shall be entitled to seek injunctive relief without the posting of any bond or security to obtain the entry of temporary and permanent injunctions and order of specific performance enforcing the provisions of this Agreement. The Authority shall also be able to seek injunctive relief to prohibit any act or omission by Contractor or its employees that constitutes a violation of any applicable law, is dishonest or misleading. Contractor expressly consents and agrees that the Authority may, in addition to any other available remedies, obtain an injunction to terminate or prevent the continuance of any existing default or violation, or to prevent the occurrence of any threatened material breach by Contractor of this Agreement

SECTION 11. CUSTOMER RELATIONS

11.1 Office

For the term of this Agreement, Contractor shall maintain an office in Frederick County from which services are rendered. Contractor shall equip the office with sufficient equipment, telephones and computers with internet access. In addition, Contractor shall staff the office with a responsible person in charge and sufficient employees during collection hours and at a minimum shall be open Work Days, 7:00 AM, local time to 4:30 PM, local time. The responsible person in charge must have sufficient authority to act on behalf of the Contractor in response to the Authority, Residential Service Units or customers. An answering service or electronic answering device shall not be used during normal business hours.

11.2 Late Customers and Missed Collection

11.2.1 General

Contractor shall ensure that Missed Collections be picked up the same day by 10 AM, local time if missed collection was reported and notification was received by the contractor before 8 AM, local time and this will count as one Missed Collection. Contractor shall ensure that Missed Collections be picked up the same day by 4:30 PM, local time if missed collection was reported and notification was received by the contractor after 8 AM, but before 3 PM, local time and this will count as one Missed Collection. If notification was received by the Contractor from the Authority after 3:00 PM, local time, the Missed Collection shall be picked up before 10 AM, local time on the next Work Day and this will count as one Missed Collection. Each occurrence of a Missed Collection whereby the Contractor continues to fail to pick up the Recyclable Materials at the requisite time (4:30 PM on the same day (if notified before 3:00 PM, local time), 10 AM, 3:00 PM, and 4:30 PM on the following Work Days), will be considered an additional Missed Collection until collection is made and missed collection is closed by the Contractor in the County's online system. The total number of the Missed Collections will be multiplied by the total number of homes on the Missed Collections report to calculate Service Agreement violation recovery costs as set forth in Section 12.2.7 and Monthly Withholdings as set forth in Section 13 of this Agreement. Deviation from the requirements of this provision must be approved by the Contract Administrator. If the Contractor fails to comply with this provision, the Authority reserves the right to ensure that the Missed Collection service is made, either with its own source or an outside source, and to charge all costs, plus reasonable overhead, to the Contractor, to be finalized and deducted on a quarterly basis.

11.2.2 Specific

11.2.2.1 Road Closure

Road resurfacing, construction, and/or emergency conditions or other temporary closures, Contractor shall make every effort to provide collection service to the closed portion on the scheduled collection day. At a minimum, Contractor shall attempt to provide collection service at the normal time and attempt once to provide collection service for afternoon service on the regularly scheduled collection day or the following morning. Contractor shall notify the Contract Administrator within one-half hour of discovering a temporary closure and again when attempting the afternoon service should the road or street still remain closed. Failure to notify the Authority and County as specified will be deemed a missed collection and be subject to liquidated damages as set forth in Section 12.2.2.

11.2.2.2 Obstruction to Solid Waste or Recyclable Materials

If an obstruction occurs such as a moving van, truck or other vehicle, the Contractor shall provide collection services by rolling or lifting the Recycling Container and/or bin(s) around the obstruction to the collection vehicle. Failure to perform collection in such instances will be deemed as a missed collection and Contractor shall be subject to liquidated damages as set forth in Section 12.2.2.

11.2.2.3 Collection after Passing a House

The Contractor shall accept recyclables brought to the truck by residents as the truck passes the residence. If a resident places recyclables out for collection after the truck has passed, but the truck shall again pass by the residence (such as in a cul-de-sac or on a dead-end road), the Contractor shall stop and pick up the material.

11.2.2.4 Collection Around Blocking Vehicles

Moving trucks or cars loading or unloading in townhome sections, or vehicles blocking the view of cans, containers, or bins, are not excuses for missing collections at grouping locations

11.3 Spillage and Litter

Contractor shall not be responsible for cleaning up sanitary conditions around Recycling Containers caused by the carelessness of the customers; however, Contractor shall clean up any Recyclable Materials or other materials including

leakage of fluids spilled from Recycling Containers and Contractor's vehicles by the Contractor, Contractor's Vehicles or Contractor's employees. During transport, all Recyclable Materials shall be contained, covered and enclosed so that leaking, spilling, and blowing of Recyclable Materials or other materials does not occur. Contractor shall be responsible for the cleanup of any spillage or leakage caused by Contractor, Contractor's vehicles or the Contractor 's employees.

Contractor shall perform all clean-ups within two (2) hours of the spillage or leakage, for non-petroleum-based spills from notice (either by a resident, the County or the Authority, or the Contractor). For petroleum-based spills, such as hydraulic fluid leaks, motor oil, etc. cleanup must begin immediately and continue until all materials have been sufficiently remediated. Contractor shall equip all Contractor's collection service vehicles with proper equipment at all times to ensure complete clean up. Immediate notice must be provided to the Authority of discovery of the leak and the clean-up.

Where the Contractor has littered along a street and has not cleaned up the litter within 24 hours of verbal, email, or phone notification, the County reserves the right to collect such litter and deduct the cost to the County of such collection from any payments due to the Contractor.

SECTION 12. PERFORMANCE STANDARDS

It is the intent of the Authority to ensure that Contractor provides a high-quality level of Collection Service. Based upon an investigation, Contract Administrator shall determine whether recovery costs shall be assessed against Contractor for Service Agreement violations, as described in this Agreement. Contractor shall have five (5) Work Days from the date of the written notice to file a written letter of protest with Contract Administrator.

12.1 Reserved

Failure by Contractor to comply with the transition provision of this Agreement shall result in Contract Administrator imposing liquidated damages below:

12.2 Other Provisions

Following notification by Contract Administrator or customer, failure by Contractor to remedy the cause of any complaint within the time indicated, failure to comply with Agreement provisions, or performance failures shall result in Contract Administrator determining a Service Agreement violation has occurred.

12.2.1 Spillage and Litter

Failure to clean up spilled material from loading and/or transporting in compliance with Section 11.3 of this Agreement. Each failure shall be deemed to be a Service Agreement violation.

12.2.2 Collection Misses

Failure or neglect to collect properly prepared Residential Recyclable Materials from any customer at those times provided by this Agreement. Each failure shall be deemed to be a Service Agreement violation.

12.2.3 Route Completion

Failure or neglect to complete each route (including missing whole streets) on the regular scheduled collection day. Each failure shall be deemed to be a Service Agreement violation.

12.2.4 Commingling of Materials

Intentionally or unintentionally commingling Residential Solid Waste and Recovered Materials as prohibited by Section 4.4 of this shall be deemed to be a Service Agreement violation.

12.2.5 Customer Complaints other than Missed Collections

Failure to resolve complaints, other than missed collections, within the time provided in this Agreement or for all other complaints within two (2) Work Days from the day of notification shall be deemed to be a Service Agreement violation.

12.2.6 Disposing at Non-Designated Recycling Facility

Failure to dispose of Recyclable Materials collected pursuant to this Agreement at the Designated Recycling Facility shall be deemed to be a Service Agreement violation.

12.2.7 Chronic Complaint Problems

Failure or neglect to correct chronic problems [chronic shall mean three (3) or more similar complaints from the same premises within a twelve (12) month period) in any category of service shall be deemed to be a Service Agreement violation.

12.2.8 Chronic Equipment Problems

Failure or neglect to correct chronic equipment problems [chronic shall mean three (3) instances of the same or similar problem with the same equipment/trucks within a twelve (12) month period] (equipment problems shall include mechanical, sanitary and safety problems) shall be deemed to be a Service Agreement violation.

12.2.9 Failure to Properly Label Equipment

Failure to properly label vehicles purchased according to this Agreement shall be deemed to be a Service Agreement violation.

12.2.10 Operating Outside the Specified Hours of Collection

Starting routes prior to 7:00 AM local time without advanced approval of the Contract Administrator and ending after 4:30 PM local time without the same approval, except in the Frederick City Historic District, which shall be deemed to be a Service Agreement violation.

12.2.11 Failure of Contract Employees to Present a Clean and Neat

Appearance Contractor's Employees are to present a neat and clean appearance, to wear shirts and safety vests at all times while performing services or an OSHA/MOSHA approved safety shirt or coat. The failure to do so shall be deemed to be a Service Agreement violation.

12.2.12 Failure of Contractor to Equip Collection Vehicles with Litter Clean-Up Tools and Absorbents for Cleaning up Spilled Recyclables or Mechanical Fluids

Failure by Contractor to equip collection vehicles with litter clean-up tools and absorbents for cleaning up spilled recyclables or mechanical fluids shall be deemed to be a Service Agreement violation.

12.2.13 Failure by Contractor's Employees to Place Carts and/or Bins Back to Original Placement

Failure by Contractor's employees to place carts and/or bins back to original collection location or in front of mailboxes, driveways, or so as to impede the normal flow of traffic shall be deemed to be a Service Agreement violation.

12.2.14 Collection of Recyclables From any Other Source but Designated Units

Collecting from any other units than those designated by the Contract Administrator shall be deemed to be a Service Agreement violation.

12.2.15 Contractor Fails to Provide the Required Amount of Equipment, Labor Resources and/or Supervision on any Collection Day

If at the sole discretion of the Contract Administrator, the Contractor has failed to provide the required amount of equipment, labor, resources, and/or supervision on any collection day, such failure shall be deemed to be a Service Agreement violation.

12.2.16 Failure of Trucks to Follow Street by Street Schedules or Failure to Stay on the Correct Side of Lined Streets and Roadways (unless otherwise approved by the Contract Administrator)

Failure of trucks to follow street by street schedules or failure to stay on the correct side of lined streets and roadways, unless otherwise approved by the Contract Administrator, shall be deemed to be a Service Agreement violation.

12.2.17 Reports and Documentation

Failure to provide and keep current the documents or reports as required by this Agreement or requested by Contract Administrator shall be deemed to be a Service Agreement violation.

12.2.18 Failure to Maintain Office

Failure to maintain office (i.e. location, hours, staff, equipment, etc.) in accordance with Section 11.1 of this Agreement shall be deemed to be a Service Agreement violation.

12.2.19 Unauthorized Changes to Daily Routes and/or Schedules

Unauthorized changes to daily routes, starting or ending points, and/or schedules as prohibited by Section 8.1.2 and 8.1.3 of this Agreement shall be deemed to be a Service Agreement violation.

12.2.20 Failure to Replace or Deliver Recycling Containers

Failure to replace or deliver Recycling Containers within the time provided in this Agreement or within ten (10) Work Days from the day of notification shall be deemed to be a Service Agreement violation.

12.2.21 Failure to Utilize Authorized Collection Vehicles

Unauthorized use of collection service equipment that fails to meet the requirements of Section 15, including but not limited to numbering, etc. of this Agreement shall be deemed to be a Service Agreement violation.

12.2.22 Combining Recyclable Materials from Multiple Routes and/or Collection Days

Collection vehicles combining recyclable materials from multiple routes and/or multiple days shall be deemed to be a Service Agreement violation.

12.2.23 Failure to Notify Contract Administrator of Road Closures within 30 Minutes

Failure of the Field Supervisor to notify the Contract Administrator within thirty (30) minutes of discovering a road closure shall be deemed to be a Service Agreement violation.

12.2.24 Failure to Carry Out Instructions or Orders of the Contract Administrator During an Emergency Event

Failure of the Contractor to carry out instructions or orders of the Contract Administrator during an emergency event or failure of Contractor to communicate decision to delay/cancel due to any emergency event, such as inclement weather, shall be deemed to be a Service Agreement violation. Additionally, houses not serviced due to inclement weather will result in commensurate reduction in monthly payment.

12.2.25 Failure to Dispatch Spare or Temporary Replacement Collection Services Equipment in 90 Minutes or Report all Collection Services Equipment Failures within One Hour

Failure to dispatch spare or temporary replacement collection services equipment to the route and be actively making collection on the route within 90 minutes of the equipment failure, or failure to report all Collection Service Equipment Failures to the Contract Administrator

within one (1) hour shall be deemed to be a Service Agreement violation.

12.2.26 Failure to Correct Service Agreement violation after Three Warnings Results in Corrective Action Plan

Performance Standard violations in the 3rd column of the Summary Table below in 12.2.27 result in written warning notifications. If the Contractor fails to correct the Service Agreement violation after 3 written warnings, then a corrective action plan will be reviewed during the next bi-annual meeting.

12.2.27 Summary Table of Service Agreement Violation Remedies

Service Agreement Violation	Recovery Cost (per violation, per day unless otherwise notated)	Service Agreement Violation	Warning Notification (see 12.2.26)
Spillage/Litter (see 12.2.1)	\$100	Customer Complaints (see 12.2.5)	Warning
Collection Misses (see 12.2.2)	\$50	Chronic Equipment Problems (see 12.2.8)	Warning
Route Non-Completion (see 12.2.3)	\$100 per route per day	Improperly Labeled Equipment (see 12.2.9)	Warning
Commingling Non-Recyclables (see 12.2.4)	\$82.01/ton	Unsatisfactory Employee Appearance (see 12.2.11)	Warning
Improper Disposal (see 12.2.6)	\$30 base + \$25/ton	Cart Placement Failure (see 12.2.13)	Warning
Chronic Complaints (see 12.2.7)	\$100	Collection Day Resource Failure (see 12.2.15)	Warning
Off Hours Operation (see 12.2.10)	\$100	Reporting and Documentation Deficiencies (see 12.2.17)	Warning
Vehicles Improperly Equipped (see 12.2.12)	\$100	Failure to Maintain Office (see 12.2.18)	Warning
Collection from Non-Designated Sources (see 12.2.14)	\$100	Unauthorized Collection Vehicles (see 12.2.21)	Warning
Failure to Follow Schedules / Double-Side (see 12.2.16)	\$100	Combining Routes/Days (see 12.2.22)	Warning
Unauthorized Changes (see 12.2.19)	\$100	Road Closure Notification Failure (see 12.2.23)	Warning
Failure to Replace / Deliver Carts (see 12.2.20)	\$200	Emergency Event Instructional Failure (see 12.2.24)	Warning
		Replacement Equipment Dispatch Failure (see 12.2.25)	Warning

SECTION 13. MONTHLY WITHHOLDINGS RELATED TO MISSED COLLECTIONS

In order to ensure to Contractor's performance standards, the Authority shall withhold 10 percent (10%) of all amounts due to Contractor to secure Contractor's performance under the Contract, including Residential and CORP Collection Services. Such withheld amounts shall be paid to Contractor as follows:

During the entire term of the Service Agreement, Contractor's performance shall not fall below its established level of performance during the Contract Period as reflected in the chart below.

Missed Collection Allotments (10% of total collections)

	A	B
Monday	35	31
Tuesday	37	31
Wednesday	31	40
Thursday	37	47
Friday	24	32
Total per collection day	164	180
Total per quarter (7 collections)	1,148	1,260

(Please note: These withholding numbers are updated annually)

To the extent that Contractor's performance falls below collection performance standards, characterized by Missed Collections exceeding the above allotments, for each 10% reduction in level of performance the Authority may retain, and Contractor will no longer be entitled to 10% of the amount withheld for that month. For example, if Contractor's performance level fell by 50% during March, the Authority would retain and the Contractor would not be entitled to 50% of the amount withheld by the Authority for May. However, if for example Contractor's service level for March met the above collection performance standard, Contractor would receive 100% of the amount withheld for March. **Even though computed on a monthly basis, withheld amounts shall be reconciled and any amount refunded to or deducted from Contractor on a quarterly basis.**

In the event the parties do not agree as to whether the above collection performance standard has been met by Contractor or on the extent that Contractor's performance was below this standard during any month, the parties shall refer this dispute as to any unpaid amount to a neutral arbitrator or other mutually acceptable third party, who has agreed to decide this issue, whose decision shall be final, and whose cost shall be split equally by the parties. Contract dispute resolution provisions, such as found in Section 24 of the Contract, shall not apply to the issue of level of Contractor's performance. In resolving this issue, each party shall bear its own costs regardless of the decision.

SECTION 14. LETTER OF CREDIT OR PERFORMANCE BOND AND PAYMENT BOND (CONTRACTOR CONTAINER PURCHASE)

Contractor shall secure its performance of this Agreement and all obligations arising hereunder either by furnishing a Letter of Credit, as described in Section 14.1 or by furnishing a Performance Bond, as described in Section 14.2. The Letter of Credit or Performance Bond shall be delivered to the Authority simultaneously with the execution of this Agreement. Both Letter of Credit and Performance Bond shall be maintained at prescribed levels outlined in this contract at all times. Contractor shall, at Contract Administrator's request, furnish all documentation that indicated prescribed amounts/levels are maintained.

14.1 Letter of Credit

The Letter of Credit shall be issued by a federally insured and regulated savings and loan association or commercial bank having offices in the State of Maryland and must be rated at least "A" by Moody's Investors Service, Inc. or "A" by Standard and Poor's Corporation. The Letter of Credit shall secure the faithful performance of this Agreement and all obligations arising hereunder in the amount equal to the Annual Contract Sum and be in substantially the form set forth in Appendix C hereto. The Letter of Credit provided shall be valid and remain in effect throughout the Initial Term of this contract. It shall thereafter be automatically renewed for successive one-year periods unless, at least 60 days prior to the Letter of Credit's date of expiration, the issuer of the Letter of Credit notifies the Authority, in writing by registered mail, that the issuer elects not to renew the Letter of Credit. If at any time the Authority has been notified that the issuer of the Letter of Credit has elected not to renew the Letter of Credit for a successive period of at least one year and Contractor has failed to deliver to the Authority a replacement Letter of Credit meeting the standards set forth in this Section or a Performance Bond meeting the standards set forth in Section 14.2 at least fifteen (15) business days prior to the date on which the Letter of Credit expires, the Authority shall be entitled to draw the full amount of the Letter of Credit and hold the funds derived there from to secure Contractor's performance of this Agreement.

14.2 Performance Bond

The Performance Bond shall be issued by a surety licensed to do business in the State of Maryland, having an office in the State of Maryland, and rated A-VII, B-X, or better according to Best's Key Rating Guide. The Successful Bidder(s) shall furnish to the Authority, within fifteen (15) days or less of notification of an award, a Performance Bond in the amount equal to the Annual Contract Sum, which shall be conditioned upon the faithful performance of each and every term, condition, and provision of the Contract and be in substantially the form set forth in Appendix D hereto. The amount of the bond upon initiation of the contract shall be equal to the value of one year of services and name the Authority as beneficiary. Upon successful completion of the Contract, the Performance Bond will be returned to the Contractor.

The term of the Performance Bond shall be no less than one year beginning on the commencement date of the Contract. The Contractor shall furnish the Authority with a renewal of the Performance Bond for an additional term of not less than one (1) year from the expiration date of the Performance Bond then in effect for each year this contract is in effect. The renewal of the Performance Bond shall be submitted at least thirty (30) days prior to the expiration date of the Performance Bond then in effect. The amount of the Performance Bond shall be amended each Contract Year to reflect the adjustment in the estimated payment for Collection Services. The Performance Bond shall be in substantially the form set forth in Appendix D hereto. Contractor shall maintain a valid Performance Bond in accordance with the requirements of this Agreement throughout the terms of the contract including all, if any, renewal terms. The Performance Bond shall be automatically renewed for successive one-year periods unless, at least ninety (90) days prior to its date of expiration, the issuer of the Performance Bond notifies the Authority in writing by certified or registered mail that the issuer elects not to so renew the Performance Bond. If at any time the Authority has been notified that the issuer of the Performance Bond has elected not to renew the Performance Bond for a successive period of at least one year and Contractor has failed to deliver to the Authority a replacement Performance Bond meeting the standards set forth in this Section or a Letter of Credit meeting the standards set forth in Section 14.1 not later than fifteen (15) business days following the Authority's receipt of such notice, the Authority, at its sole option, may terminate this Agreement as of the date on which the Performance Bond expires.

SECTION 15. EQUIPMENT AND PERSONNEL

Contractor shall provide, maintain and have available at all times, the necessary amount of Collection services equipment and personnel to perform the work as specified in this Agreement.

15.1 Collection Services Equipment

Contractor shall have on hand at all times and in good repair, appearance, and in a sanitary, leak - proof, litter-proof, clean condition such collection services equipment as to permit Contractor to adequately and efficiently perform the contractual duties specified in this Agreement in all weather conditions, including backup equipment in the event of collection services equipment repair or breakdown, and collection service equipment adequate to provide service in all access conditions e.g. alleys, unpaved roads, cul-de-sacs, one-way streets, townhome communities, etc. If any collection services equipment is used to collect material other than Recyclable Materials, Contractor shall thoroughly clean such collection services equipment prior to use for Recyclable Materials Collection Service. All equipment used by the Contractor in performance of collection services pursuant to this Agreement must be licensed in the State of Maryland. The Contractor shall not use equipment that does not operate in compliance with the Agreement and all state, federal, and municipal regulations.

15.1.1 Collection Services Equipment List

Within five (5) business days of the execution of the Service Agreement, Contractor must provide the Authority with a list of all Contractor's

collection services equipment to be used in performance of this Agreement. Contractor shall provide the make, model, year, serial number, registration, license number, tare weight, description, and photo of each piece of equipment. Contractor shall subsequently verify the tare weights of Contractor's collection services equipment using a scale specified by the Authority. On March 1st of each subsequent year, or within (5) days of placing a replacement vehicle into active service for the performance of this contract, the Contractor shall provide the Authority with an updated list of all collection services equipment. The parties agree that the equipment list is made a part hereof by reference and may not be changed without prior written approval by the Contract Administrator. Any equipment purchased after the commencement of this Agreement must meet all other specifications as defined herein.

15.1.2 Purchase, Operation and Maintenance of Equipment

Prior to the commencement of collection service, Contractor must own a fleet of collection services equipment sufficient to provide efficient collection services under this Agreement. Contractor shall properly maintain all collection services equipment. Contractor shall be solely responsible for all costs of purchasing, operating and maintaining collection services equipment. The average age of the collection fleet used for the Service cannot exceed six (6) years, with no vehicle older than eight (8) years, from the start of the Service to the end of the second year in the initial term of Service. After the first day of the 3rd year of the initial period of the Service, and for every year thereafter, the average age of the collection fleet of the Contractor used for the Service cannot exceed four (4) years. The Authority will assess liquidated damages as set forth in Section 12 above for violation of the age requirements of the collection fleet used for the Service.

15.1.3 Numbering of Collection Service Vehicles

All vehicles shall be numbered and a record kept of the vehicle to which each number is assigned.

15.1.5 Means of Communication

Contractor shall equip each collection services vehicle by the start of this Agreement with a means of communication between the Contractor's office, supervisory personnel, and other collection vehicles. The communication equipment must be of sufficient power that all collection services vehicles can be reached by the Contractor's dispatcher at all times. Should the Contractor's means of communication be via cellular phone, Contractor shall provide the County and the Authority with phone numbers of all key personnel. Should the Contractor's means of communication be two- way radio, the Contractor shall provide the County two (2) handheld radios programmed for the same frequency as the Contractor's two-way radios.

15.1.6 Failure of Collection Services Equipment

In the event of collection services equipment failure, Contractor shall dispatch a spare or temporary replacement collection services equipment, in accordance with Agreement, to the route and be actively making collection on the route. Contractor shall report all Collection Service Equipment Failures to the Contract Administrator within one (1) hour and all routes must be completed as scheduled or the Contractor shall be subject to liquidated damages in addition to other corrective remedies the Authority deems reasonable.

SECTION 16. WORKING CONDITIONS

16.1 Compliance With State, Federal And Local Laws

Contractor shall comply with all applicable Municipal, County, State and Federal laws relating to wages, hours and all other applicable laws relating to the employment or protection of employees, now or thereafter in effect.

16.2 EEO Statement

Contractor agrees that it will not knowingly violate any applicable laws, statutes, codes, rules and regulations related to or prohibiting discrimination in employment in the performance of its work under this Agreement.

16.3 Americans With Disabilities Act Compliance

Contractor shall comply with the requirements of the Americans with Disabilities Act, as amended from time to time.

16.4 Fair Labor Standards Act

Contractor is required and hereby agrees by execution of this Agreement to pay all employees not less than the Federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act, as amended from time to time.

SECTION 17. INSURANCE

Contractor shall furnish to the Authority certificates of insurance which indicate that insurance coverage has been obtained that meets the following requirements. Contractor shall provide or cause to be provided insurance of the type and on the terms and conditions as specified in this Section. Contractor's insurance deductibles shall not exceed the following: the Contractor's local division is responsible for the first Two Hundred Fifty Thousand Dollars (\$250,000). The Area, Region, and Corporate office accept responsibility for the balance up to the limits as follows; One Million Dollars (\$1,000,000) for Workers Compensation and Employer Liability, Two Million Five Hundred Thousand Dollars (\$2,500,000) for General Liability, and Three Million Dollars (\$3,000,000) for Auto. The Contractor hereby irrevocably waives all claims against the Authority and any Municipalities within the Authority for all losses of and damages to property or injuries or death to persons resulting from risks insurable under the insurance described above. As

to the Authority's interest therein, no policy shall be invalidated by any act or neglect of, or breach or violation of any warranties, declarations or conditions by Contractor or its agents, and such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the Authority. The cost of this insurance is included in the Collection Service rate. The failure of Contractor to provide such insurance shall be considered a material breach of this Agreement. Insurance purchased by Contractor shall be purchased from a carrier acceptable to the Authority. Contractor shall maintain the coverages for insurance as required by this Section and thereafter during any and every period when Contractor is performing any work or furnishing any services pursuant to the Agreement. Upon execution of this Agreement, Contractor shall provide or cause to be provided the workers' compensation insurance, comprehensive general liability insurance, umbrella liability insurance, and business automobile insurance policies. Prior to commencement of work, certificates of insurance shall be provided evidencing Contractor's compliance with these insurance requirements. Without limiting any of the other obligations or liabilities of Contractor, Contractor shall provide, pay for, and maintain in force until all of the work is completed and accepted by the Authority (or for such duration as otherwise specified hereinafter), the insurance coverages set forth herein.

- (1) Workers' Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Maryland and all applicable federal laws. In addition, the policy(s) must include Employers' Liability with a limit of One Million Dollars (\$1,000,000.00) each accident.
- (2) Comprehensive General Liability with minimum limits of Five Million Dollars (\$5,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability with respect to Contractor. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the insurance Services Office, and must include: Premises and/or Operations; Independent Contractors; Products and/or Completed Operations for contracts over Fifty Thousand Dollars (\$50,000.00) Contractor shall maintain in force until at least three (3) years after completion of all work required under the Agreement, coverage for Products and Completed Operations, including Broad Form Property Damage; Explosion, Collapse and Underground Coverages; Broad Form Property Damage; Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement; Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.
- (3) Umbrella Liability, general aggregate of Ten Million Dollars (\$10,000,000.00).
- (4) Business Automobile Liability with minimum limits of Five Million Dollars (\$5,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the insurance Services Office, and must include:
 - (a) Owned Vehicles; and

(b) Hired and Non-Owned Vehicles.

All required insurance shall be evidenced by valid and enforceable policies issued by a company authorized to do business in the State of Maryland and otherwise acceptable to the Authority. Contractor shall not cancel (or permit any lapse under) any policy of required insurance. Each policy of required insurance shall: (i) contain the agreement of the insurer that the insurer shall not cancel or materially alter the same without thirty (30) calendar days prior written notice to Authority except in the case of non-payment by Contractor for which ten (10) calendar days' prior written notice will be provided to the Authority; (ii) provide for third party vicarious liability; (iii) delete the insured versus insured exclusion with respect to claims brought by the Authority; and (iv) be effective for a period from the date of this Agreement through at least one (1) year after completion of the work provided hereunder. Insurance shall be provided to Authority at the times required by this Section at which time Contractor shall deliver to Authority a certificate of insurance showing Authority as an additional insured as required hereunder for each policy of required insurance. The minimum coverages and time periods specified above are not intended, and shall not be construed, to limit any liability of the Contractor to Authority under this Agreement. Contractor, Authority and any Municipalities within the Authority shall not be liable to each other for loss or damage covered by insurance to the extent that insurance proceeds are actually available with respect to such loss or damage and to the extent that the applicable policies of such insurance include the waiver or subrogation (which the parties shall obtain if available without additional premium). Contractor is responsible for the payment of all deductibles in connection with any claims made under the insurance policies required by this Agreement. The cost of deductibles paid by Contractor shall be included in the cost of the service. Further, Contractor and Authority expressly agree that Contractor's insurance coverages, as set forth on its June 30, 2016 Certificate of Liability Insurance, are acceptable under the Contract and satisfy the Contractor's obligations under Section 17 so long as this insurance coverage continues in effect throughout the entire term of the Contract.

SECTION 18. PROPERTY DAMAGE

Contractor shall be responsible for the repair or replacement, if repair is not adequate, of any damages to public or private property during the provision of collection service and caused by Contractor or Contractor's representative negligence or willful misconduct. Contractor shall notify the Contract Administrator within twenty-four (24) hours of any known property damage caused by any of the Contractor's employees or equipment or notice of the damage as provided by the Authority. The Contractor shall respond promptly to residents' claims of property damage. The Contractor shall contact the resident within twenty-four (24) hours of notification that a claim has been made. The Contractor shall send a notice of completion of the repair or replacement, to include pictures, within 24 hours. The Contractor shall work diligently to resolve claims in a timely manner.

SECTION 19. INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless the County and the Authority and its officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all loss, costs, liquidated damages, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as

"Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by this Agreement which is or is alleged to be directly or indirectly caused, in whole or in part, by any negligent act, omission, default or negligence (whether active or passive) of Contractor or its employees, agents or subcontractors (collectively referred to as "Contractor"), regardless of whether it is, or is alleged to be, caused in whole or in part (whether joint, concurrent or contributing) by any negligent act, omission, default or negligence (whether active or passive) of the Indemnities, or any of them or (ii) the failure of Contractor to comply with any of the paragraphs herein or the failure of Contractor to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of this Agreement. Contractor expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Contractor, or any of its subcontractors, as provide above, for which Contractor's liability to such employee would otherwise be limited to payments under state Worker's Compensation or similar laws.

SECTION 20. CONTRACTOR PERSONNEL AND EQUIPMENT

20.1 Temporary Replacement Collection Services Equipment

Collection vehicles shall meet the requirement for collection service equipment as set forth in this Agreement. Without authorization of Contract Administrator, Contractor shall not use temporary replacement collection vehicles for a period of longer than one (1) week, unless as specified in other sections of this Agreement. The Authority requires the Contractor's vehicles to be equipped with cart dumpers or other equipment that enables large, heavy containers to be dumped safely. The cost of obtaining and installing this equipment shall be the responsibility of the Contractor. There is no weight limit associated with thirty-five, sixty-five, or ninety-five (35, 65, or 95) gallon carts.

20.2 Inspection of Contractor's Collection Services Equipment

Contractor's collection services equipment must be inspected once every twelve (12) months by an authorized State of Maryland Inspection Station. Contractor shall provide the Contract Administrator with a copy of each record of inspection. Each piece of equipment shall be State inspected immediately prior to commencing service under this Agreement, and evidence thereof provided to the Contract Administrator. The Authority or their respective agents shall have the right to inspect the Contractor's equipment prior to award of this Agreement and periodically throughout the term of the Agreement, and if necessary, will order the Contractor to repair, modify, or replace equipment found to be non-compliant with the terms of this Agreement. The Contractor shall make their equipment available to the County and the Authority or their respective agents for inspection during business hours, at times and locations designated in advance by the Authority or its agent. In addition, Authority reserves the right to periodic ride-alongs by Contract

Administrator or designee in Contractor's collection vehicles or field supervisor's vehicle.

20.3 Contractor Personnel

Contractor shall assign a qualified person or persons to be in charge of its operations within the County, and shall provide the name, office telephone number, mobile phone number, and email address of Contractor's representatives and key personnel to the Contract Administrator. Such records shall be updated as personnel or contact information changes. In addition, Contractor shall adhere to the following requirements:

a. Contractor shall hire and maintain qualified personnel to provide service under this Agreement. If deemed qualified, the Contractor is encouraged to hire Frederick County residents to fill vacant positions at all levels.

b. Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex or physical handicaps (except where based on a bona fide occupational qualification); or because of marital status, race, color, religion, national origin or ancestry.

c. Contractor shall bear the responsibility for verifying the employment status, under the Immigration Reform and Contract Act of 1986, of all persons it employs in the performance of this Agreement.

d. Contractor shall furnish each employee involved in the performance of this Contract with a uniform, shirt or jacket and safety vest which clearly displays the name of Contractor. Such uniforms and safety equipment shall make the employee readily visible to other motorists. Contractor's employees shall wear complete uniforms, shirt or jacket and safety vest, at all times.

e. Each driver of a collection or passenger vehicle shall, at all times, carry a valid Maryland driver's license and insurance for the type of vehicle that is being driven. The Authority and its agents have the right to inspect any collection or transport vehicle employee's driver's license.

f. Contractor shall provide regularly scheduled, on-going operating and safety training for all employees. In addition, Contractor's employees shall be trained to perform their duties to maximize the County's recycling rate, minimize contamination, and promote recycling at all times. Such meetings shall be mandatory for all collection and supervisory personnel and held not less than once per month. All temporary and newly hired permanent collection personnel must receive comprehensive safety and operational training prior to working on the collection vehicles. Training manuals and schedules shall be maintained at the local office of Contractor and available for review at any time by Contract Administrator.

g. All employees involved in the performance of this Agreement, including office and all collection personnel, must be provided adequate training before and during their employment with the Contractor. This training shall familiarize employees with the required duties and standards of performance, specific requirements on routes to which they will be assigned, teach the route layouts previously established and approved, and provide necessary knowledge to eliminate delays and missed collections. All supervisory and collection employees must be provided comprehensive safety training, equipment, and supplies prior to and during the performance of their duties. All collection, administrative, supervisory and customer service personnel must receive customer service training prior to and during the time they are employed by the Contractor.

h. Contractor's employees shall treat all customers, co-workers, County, and Authority employees and any individual with whom they come in contact in the performance of their duties in a polite and courteous manner. Rudeness, belligerence, and the use of profanity are strictly prohibited. The Authority reserves the right to direct Contractor to remove any employee who violates this policy from providing further services under this Contract.

i. Unless otherwise authorized by the Contract Administrator, Contractor shall provide field supervision by qualified supervisors who shall function in a supervisory role in relation to this contract at all times and must be immediately available to assist and manage the collection crews. The supervision of the collection service(s) will be this supervisor's primary role, and they shall be dedicated primarily to such supervisory activities throughout their workday. The supervisor shall be responsible for inspection of the work performed by the collection crews. The field supervisor shall not be involved in actual collection activities such as operating a collection truck, performing as swing driver, or providing supervision on other Company activities not directly related to this scope of work, without written consent of the Authority. The field supervisor shall perform in-field supervision of collection route and staff performance from 7:00 AM, local time until all collections are completed. The field supervisor must be in a pickup, or other appropriate vehicle, which can collect missed pick-ups and perform Container deliveries from 7:00 AM, local time until all collections are completed each day. During Frederick City Historic District Residential Collection Service, the field supervisor shall begin in field supervision no later than 6:00 AM, local time. The field supervisor shall notify the Contract Administrator when all routes are completed before leaving the Service Area each day. Field supervisor shall have a method of communication that is compatible with the Authority's method of telecommunication, and the Contractor shall give those phone numbers to the Authority. Should the Contractor(s) use a method of communication not compatible with the Authority's method, the Contractor(s), at their cost, will provide the Authority with at least two hand-held communication devices that are compatible with the Contractor(s). The field supervisor must provide Authority staff with accurate live information each collection day. The field supervisor will also provide water, ice, etc. during extreme heat days and will actively

monitor the health and safety of route employees, pursuant to applicable federal and state regulations.

j. The Contractor shall assign a dedicated General Manager whose primary responsibility is to serve as primary point of contact for the administration of this Agreement and the supervision of collection, administrative, field supervision and customer service personnel. The General Manager shall serve as the primary liaison between the Contractor and the Contract Administrator. The General Manager shall have complete authority to make decisions regarding the day-to-day operations and services provided under this Agreement. Any issues that arise under this Agreement must be fully resolved to the satisfaction of the Contract Administrator within forty-eight (48) hours, unless otherwise stated herein, of notification by the General Manager. In the event the General Manager is not locally available due to vacation or business travel, a substitute General Manager shall be appointed. Such substitute shall have the same decision-making authority as the General Manager in the service provided under this Agreement. The Contract Administrator must be notified and provided with the mobile phone number of the substitute General Manager each time they assume their duties. Any contact information provided to resident should be for personnel from the local office servicing the Contract.

k. The General Manager and other key personnel shall be available for monthly progress meetings with the Authority and the County. The meeting dates, times and locations will be determined by the Contractor and the Authority. The Contractor shall make key personnel available for additional meetings as requested by the Authority. The Contractor shall make all collection and customer service personnel available for at least one (1) meeting with the Authority every three (3) months. The meeting dates, times and locations shall be mutually agreed upon by the Authority and the Contractor. The Contractor shall make collection, supervisory, and customer service personnel available for additional meetings as requested by the Authority.

l. Contractor 's employees shall not trespass unduly on private property; shall not allow collection vehicles to interfere unnecessarily with traffic or vehicles, and must obey all traffic rules including, but not limited to the prohibition of traveling in the wrong direction on roadways. The Contractor shall not permit collection vehicles to remain standing on roadways, lots or other areas; shall work with as little noise as possible to avoid creating a nuisance; shall perform service using procedures and equipment to carry out this Agreement to maximize efficiency and safety to the public, the Authority, and the Contractor and its employees.

m. In performance of collection services, Contractor's employees must adhere to municipal, county, state and federal laws. Traffic laws must be strictly adhered to. Contractor's vehicles shall not use private driveways or parking lots for turnaround on a dead-end street. When turning corners, vehicles must keep tires on a paved surface and not cut across unpaved surfaces. Any damage to property resulting from non-compliance with these rules shall be repaired and paid for by the Contractor, and repairs must be performed to the reasonable satisfaction of the

property owner. No Contractor personnel shall ride outside the cab area at speeds exceeding fifteen (15) miles per hour or for a distance greater than two tenths (2/10) of a mile.

The Authority reserves the right to make a complaint regarding any employee of the Contractor who violates any provision herein, or who is wanton, negligent or discourteous in the performance of his/her duties. The Authority may recommend appropriate action be taken by the Contractor and may require the Contractor to remove any unacceptable employee, as determined by the Authority, from service to the Authority. The Authority reserves the right to have the Contractor remove employees who fail to meet these criteria from services related to this Agreement. The provisions contained herein this section only pertains to work and/or services provided under this contract.

n. No subcontractor substitution will be considered prior to the start of service.

o. Six (6) months after the start of Service, the Contractor may submit a written request for the consideration of the use of a subcontractor for no more than 49% of the Service. The proposal package must include all of the technical documentation (for the subcontractor) required under the RFP for consideration. The proposal shall reflect the proposed routes to be changed to the subcontractor, as well as the defined transition plan for the Service.

The Authority and the County will review the proposal and, if accepted, provide written approval of the same to the Contractor and the subcontractor.

p. No increase of pricing is allowed under the subcontractor substitution, and all required security and insurance coverages must be maintained by the Contractor, as well as the subcontractor.

SECTION 21. ASSIGNMENT OF AGREEMENT; SUBCONTRACTING; NON-TRANSFERABILITY

This Agreement, or any portion or interest herein, shall not, under any circumstances, be sublet, assigned, subcontracted, transferred, or otherwise encumbered by Contractor without the express, written consent of the Authority. For purposes of this Agreement, any transaction that results in Contractor being purchased by, or merged with, another corporate entity shall constitute a non-permitted assignment and subject Contractor to the Breach, Termination or default provisions of this Agreement. The provision set forth herein this section pertains only to work and/or services covered under the scope of this contract. The Authority has the right to assign this Agreement to the County, without the consent of the Contractor.

SECTION 22. AVAILABILITY OF FUNDS

As the County is a third-party beneficiary, this Agreement shall be deemed executory only to the extent of appropriations available to the County for the purchase of such articles. The Authority extended obligation under this Agreement which envisions funding through successive fiscal periods shall be contingent upon the actual appropriations by the County for the following fiscal year.

22.1 Termination for Non-Appropriation. If the County or other funding source fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period or part thereof of this Agreement, this Agreement shall be cancelled automatically as of the beginning of the fiscal year or part thereof for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the Authority's rights or the Contractor's rights under any termination clause in this Agreement. The effect of termination of the Agreement hereunder will be to discharge both the Contractor and the Authority from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Agreement. The Authority shall make a good faith effort to notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Agreement for each succeeding fiscal period or part thereof beyond the first fiscal year. The Contractor expressly acknowledges that the Authority's funding for the Contract comes from the County and cannot lay claim to other Authority funds for the Contract.

SECTION 23. SALE OR DISPOSAL OF ASSETS

Contractor shall not sell or otherwise dispose of any assets during the term of this Agreement, without the express, written consent of the Authority. The Authority has the sole discretion to determine whether the Contractor's ability to perform its obligations under this Agreement has been affected or impaired by such sale or disposition of assets. This section will only pertain to those assets that are necessary for the performance of this contract. The Contract Administrator will have the final determination as to whether or not an asset is necessary to the performance of this contract.

SECTION 24. DISPUTE RESOLUTION AND OPERATIONS DURING DISPUTE

All disputes arising under or as a result of a breach of this Agreement which are not disposed of by mutual agreement shall be resolved in accordance with this clause.

24.1 Dispute Resolution

Except as set forth in Section 13.1 above, in the event any dispute arises out of or relates to this Agreement, including but not limited to any issue regarding

Contractor's performance, the payment and amount of invoices, adjustment or interpretation of the Agreement, or any other claim for relief or assertion of breach by either party, and if the dispute cannot be resolved through negotiation of the parties, the parties agree first to try in good faith to settle the dispute by mediation before a third party neutral before resorting to litigation. The parties agree to share equally in the costs of the mediation.

Regardless of the outcome, each party shall bear its own costs with respect to the mediation.

24.1.1 In the event the parties are unable to settle the dispute through mediation, then the dispute may proceed to litigation in a court of competent jurisdiction in Frederick County, Maryland.

24.2 Operations During Dispute

In the event that any dispute arises between the Authority and Contractor relating to this Agreement performance or compensation hereunder, Contractor shall continue to render service and receive compensation in full compliance with all terms and conditions of this Agreement, regardless of such dispute.

The Contractor expressly recognizes the paramount right and duty of the County to provide adequate Collection Services and disposal services to its residents and further agrees, in consideration of the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court without first negotiating with the Authority and the County in good faith for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute may present the matter to a court of competent jurisdiction in Frederick County, Maryland in an appropriate suit therefore instituted by it, or the Authority.

SECTION 25. COUNTY AND PARTICIPATING MUNICIPALITY CODES

Nothing contained in any Participating Municipality Code or County Code hereafter adopted, pertaining to the Recyclable Materials Collection Services, shall in anyway be construed to affect, change, modify or otherwise alter the duties, responsibilities, and operations of Contractor in the performance of the terms of this Agreement, unless it is agreed to in writing by Contractor and the Authority and this Agreement is amended accordingly.

SECTION 26. AMENDMENTS

Amendments in writing which are consistent with the purposes of this Agreement may be made with the mutual consent of the Authority and Contractor.

SECTION 27. MODIFICATIONS TO SCOPE OF THE AGREEMENT

From time to time, at the sole option of the Authority, it may be necessary to modify the scope of the Collection Service to be provided hereunder. In such event, the Authority will provide notice to Contractor not less than thirty (30) days prior to the proposed

effective date. Any change in scope that does not increase Contractor's actual cost shall be implemented on the specified date without modification to this Agreement. If the change in scope does increase Contractor 's actual cost, Contractor shall notify the Contract Administrator within fifteen (15) days of the notice and Contractor shall be entitled to an increase in Collection Fee for the Service Area equal to the incremental increase in its actual cost. If Contractor and Contract Administrator cannot agree on the incremental increase in actual cost, the parties shall proceed through the dispute resolution procedure set forth in Section 24. The fee increase will become effective on the first (1st) of the following month unless provided otherwise by the Authority.

SECTION 28. ATTORNEYS' FEES

In the event of any dispute hereunder or of any action by any party to this Agreement to judicially interpret or enforce this Agreement or any provision hereof, or in any manner arising from this Agreement, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, whether suit be brought or not, and whether any settlement shall be entered in any declaratory action, at trial or on appeal.

SECTION 29. RIGHT TO REQUIRE PERFORMANCE

The failure of the parties at any time to require performance of any provisions hereof shall in no way affect their rights thereafter to enforce same. No waiver of any breach of any provisions hereof shall be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

SECTION 30. LAW GOVERNING

This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland. The parties to this Agreement expressly consent to the jurisdiction of and agree to suit in any court of general jurisdiction in the State of Maryland, whether state, local or federal, and further agrees that venue shall lie in Frederick County, Maryland.

SECTION 31. COMPLIANCE WITH LAWS AND REGULATIONS

Contractor hereby agrees to abide by and comply with all applicable Federal, State, County, Participating Municipality, and Special District laws, statutes, codes, rules and regulations. Contractor and its surety shall indemnify, defend and hold harmless the Authority, County and Participating Municipalities, and their Commissioners, officers, representatives, agents and employees against any claim or liability arising from or based on the violation of any such laws, regulations, ordinances, orders or decrees, whether by itself or its employees. Contractor shall obtain at its own expense all permits and licenses required by law or ordinance and maintain same in full force and effect.

31.1 Change In Law

The Authority will entertain a request for a price increase due to a change in law. The Contractor may submit a request for an increase in the rates for services resulting from unanticipated increases in fees paid by the Contractor due to changes in local,

state, or federal rules, ordinances or regulations, and/or changes in taxes, fees or other governmental charges (other than income or real property taxes) directly related to the provision of services under this contract. Contractor may request that the Authority approve a cost increase retroactive to the date the request was submitted. The Contractor's request shall include evidence to substantiate the basis for its request for an increase in rates, and shall demonstrate how and to what extent the change in law actually impacts the Contractor's costs to provide the services under the contract.

The Authority agrees to review the request submitted by the Contractor and respond in writing. In any event, the Authority has the right to terminate this Agreement if the Change in Law results in a price increase of greater than 10% of the current cost for Service.

SECTION 32. SAVINGS CLAUSE

Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Maryland or the County, such provisions, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

SECTION 33. GENERAL

33.1 No Contingent Fees

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee, agent, consultant or lobbyist working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee, agent, consultant or lobbyist working solely for Contractor, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, Authority shall have the right to terminate the Agreement without liability at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

33.2 No Waiver

No waiver by the Authority of any term, covenant or condition herein contained shall be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The rights and remedies created by this Agreement are cumulative and are not intended to be exclusive. The use of one remedy under this Agreement shall not be taken to exclude or waive the right or use of another Agreement, and each party shall be entitled to pursue all remedies generally available under the laws of the State of Maryland.

SECTION 34. LEGAL REPRESENTATION

It is acknowledged that each party to this Agreement had the opportunity to be represented by legal counsel in the preparation of this Agreement and, accordingly, the rule that an Agreement shall be interpreted strictly against the party preparing the same shall not apply herein due to the joint contributions of both parties.

SECTION 35. MISCELLANEOUS

35.1 Records

Contractor shall keep books and records and require any and all approved subcontractors to keep books and records as may be necessary in order to record, complete, and correct entries as to services provided and fees charged pursuant to this Agreement. Upon providing reasonable notice, such books and records will be available at all reasonable times for examination and audit by the Authority and its representatives and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records may be grounds for disallowance by the Authority of any fees or expenses based upon such entries.

35.2 Entire Agreement

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein.

35.3 Modifications

This Agreement shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

35.4 Use of Recycled Products

When available, Contractor shall procure products or materials with recycled content with respect to work performed or products supplied under this Agreement. A decision to not procure such items must be based on a determination that such procurement is not available within a reasonable period of time, fails to meet the performance standards set forth in applicable specifications or fails to meet the reasonable performance standards of Contractor or the Authority. On an annual basis, Contractor shall provide the Authority with a written statement indicating what recycled products were used or supplied in its performance under this Agreement. If a decision was made not to use recycled products, Contractor shall provide the Authority with a written statement indicating the basis for the decision using the above criteria.

35.5 Notice

Whenever any party desires to give notice unto any other party, it must be given by

written notice, sent by electronic mail with delivery receipt required, certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this Section. For the present, Contractor and the Authority designate the following as the respective places for giving of notice:

Authority:

Andrew Kays, Executive Director
Tower II – Suite 402
100 S. Charles Street
Baltimore, MD 21201
410-333-2730
authority@nmwda.org

Copy to County:

Lee Zimmerman, Director and Matthew Ward, Recycling Program Manager
Frederick County Division of Solid Waste & Recycling
9031 Reichs Ford Road
Frederick, Maryland 21704
301-600-2960
E-mail: LZimmerman@FrederickCountyMD.gov and
MWard@FrederickCountyMD.gov

As to Contractor:

APPENDIX A: BI-WEEKLY RESIDENTIAL COLLECTION SERVICE RATES

**APPENDIX B: COUNTY OFFICE RECYCLING PROGRAM (CORP) MATERIALS
COLLECTION SERVICE**

APPENDIX C: FORM OF PERFORMANCE LETTER OF CREDIT

Date: _____

The Northeast Maryland Waste Disposal Authority
100 South Charles Street
Tower II- Suite 402
Baltimore, MD 21201

Ladies and Gentlemen:

1. We hereby establish, at the request of _____ [NAME OF PROPOSER] (“the Company”), in your favor and for the account of The Northeast Maryland Waste Disposal Authority, a public body corporate and politic organized and existing under the laws of the State of Maryland (the “Authority”), our Irrevocable Letter of Credit, No. _____ (the “Letter of Credit”), in the amount of _____ (\$_____) DOLLARS (the “Letter of Credit Amount”), effective _____ and expiring on _____ (the “Expiration Date”).

2. The Letter of Credit is being issued in support of the performance by the Company of its obligation to provide solid waste disposal services to the Authority as set forth in the **“SERVICE AGREEMENT BY AND BETWEEN NORTHEAST MARYLAND WASTE DISPOSAL AUTHORITY AND COMPANY TO PROVIDE RECYCLABLE MATERIALS COLLECTION SERVICES FOR FREDERICK COUNTY, MARYLAND,”** dated _____, 20__ (the “Agreement”).

3. We hereby irrevocably authorize you to draw on us, at sight and in one or several drawings, an amount up to the Letter of Credit Amount. Such draft(s) shall be in writing and signed by your authorized representative and shall be accompanied by a completed certificate in the form attached hereto as Exhibit 1 (such draft accompanied by such certificate being collectively your “Draft”). The Draft shall be payable by us on-sight in accordance with paragraph 4 below. Funds under this Letter of Credit are available to you against your Draft (referring thereon to the number of this Letter of Credit) upon the occurrence of an Event of Default by the Company and the subsequent exercise by the Authority of its rights under the Disposal Agreement, all in accordance with the terms of such Disposal Agreement.

4. The Draft shall be dated the date of its presentation and shall be presented to our office located at [NAME OF FINANCIAL INSTITUTION] and [ADDRESS OF FINANCIAL INSTITUTION]. If we receive your Draft at such office, in conformance with the terms and conditions hereof, on or prior to the Expiration Date, we will honor the same in accordance with

Name of Bidder _____

the provisions hereof and your payment instructions by 5:00 p.m. on the next succeeding Business Day after presentation of your Draft. For purposes of this Letter of Credit, “Business Day” shall mean any day other than a Saturday, Sunday or public holiday under the laws of the [STATE]. If

requested by you, payment under this Letter of Credit may be made by wire transfer of immediately available Federal Funds to your account in a bank on the Federal Reserve wire system or by deposit of immediately available funds into a designated account that you may establish with us. All drawings under the Letter of Credit will be paid with our own funds.

5. If a demand for payment delivered to us pursuant to the foregoing paragraph does not conform to the terms and conditions of this Letter of Credit, we will notify you of our intention to dishonor the same after presentation of the Draft by 5:00 p.m. on the next succeeding Business Day. Such notice of dishonor shall be promptly confirmed by written notice, specifying the number of this Letter of Credit, the date of the non-conforming Draft and the reasons that we are not honoring the same. Upon being notified that the Draft was not affected in conformity with this Letter of Credit, you may attempt to correct any such non-conforming demand for payment prior to the Expiration Date.

6. Upon the earlier to occur of (a) payment to you or your account of the Letter of Credit Amount, or (b) the Expiration Date, we shall be fully discharged of our obligation under this Letter of Credit with respect to such Draft, and we shall not thereafter be obligated to make any further payments under this Letter of Credit in respect of such Draft to you or to any other person.

7. This Letter of Credit shall be governed by the International Code of Uniform Customs and Practices for Documentary Credits, Publication No. 500 (1993 Revision), including any amendments, modifications or revisions thereto. Communications with respect to this Letter of Credit shall be in writing and shall be addressed to [BANK], [ADDRESS OF BANK], specifically referring to the number of this Letter of Credit. We shall address communications to you at the address noted on the first page of this Letter of Credit unless otherwise advised by you in writing.

8. This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein (including, without limitation, the Disposal Agreement), except only the Draft referred to herein; and any such reference shall not (unless otherwise provided herein) be deemed to incorporate by reference any such document, instrument or agreement except for such Draft.

Very truly yours,
[NAME OF FINANCIAL INSTITUTION]

By:
Name:
Title:

APPENDIX D: FORM OF PERFORMANCE BOND

Any Performance Bond provided under this Agreement shall be in substantially the following form or contain minimally the elements as illustrated hereby and shall in any event be subject to the review and approval of the Authority:

PERFORMANCE BOND

Principal

Business Address of Principal

Surety

a corporation of the State of _____ and authorized to do business in the State of Maryland.

Obligee
Northeast Maryland Waste Disposal Authority
and
Frederick County, Maryland

Penal Sum of Bond
(express in words and figures)

Date of Agreement: _____, 20____
Date Bond Executed: _____, 20____

Service Agreement to provide Waste acceptance, processing, and disposal.

Agreement Number: _____

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal named above and Surety named above, are held and firmly bound unto the Obligee named above in the Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where Surety is composed of corporations acting as co-sureties, we, the co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such ability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into an Agreement with the Northeast Maryland Waste Disposal Authority (the "Authority"), which Agreement is described and dated as shown above, and incorporated herein by reference. The Agreement and all items incorporated into the Agreement, together with any and all changes, extensions of time, alterations, modifications, or additions to the Agreement or to the work to be performed thereunder or any of them, or to any other items incorporated into the Agreement shall hereinafter be referred to as "the Agreement."

NOW, THEREFORE, during the term of said Agreement, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. Principal shall well and truly perform the Agreement; and
2. Principal and Surety shall comply with the terms and conditions in this Performance Bond.

Whenever Principal shall be declared by the Authority to be in default under the Agreement, the Surety may within fifteen (15) days after notice of default from the Authority notify the Authority of its election to either promptly proceed to remedy the default or promptly proceed to complete the Agreement in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the Authority thereupon shall have the remaining Agreement work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the Specifications.

This Performance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and

to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign below and to set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of: Individual Principal

_____ as to _____ (SEAL)
Witness

.....
In Presence of: Partnership Principal
Witness

_____ (SEAL)
Name of Partnership

_____ (SEAL)
_____ (SEAL)
_____ (SEAL)

.....
Corporate Principal

Attest: _____
(Name of Corporation)

Corporate Secretary President

AFFIX
CORPORATE
SEAL

.....

(Surety)

Attest:

Signature

By: _____

Title: _____

AFFIX
CORPORATE
SEAL

Business Address of Surety:

Bonding Agent's name:

Agent's Address: _____

Approved as to legal form and sufficiency this _____ day of _____ 20__.

APPENDIX E: RESIDENTIAL RECYCLING COLLECTION ROUTE INFORMATION

Please refer to the attachment sent out with the RFP documentation.

APPENDIX F: COUNTY OFFICE BUILDING COLLECTION INFORMATION

Location	Dumpster/ Cart size (cy)	Collection Day(s)	Annual Lifts	Approximate Service Time
30 N. Market St.	8	M	52	4-5 am
401 Sagner Ave.	8	Every other M	26	6-7 am
100 W. Patrick St.	4	M, Th	104	4-5 am
355 Montevue Lane	4	Every other M	26	10-11 am
340 Montevue Ln.	8	1 st Mondays	12	12-1 pm
331 Montevue Ln.	8	M	52	5-6 am
350 Montevue Ln.	8	M	52	5-6 am
110 Airport Dr. E.	8	M	52	1-2pm
100 E. Patrick St.	8	M, Th	104	4-5 am
4520 Metropolitan Ct.	8	1 st Mondays	12	1-2 pm
1050 Rocky Springs Rd.	8	Every other M	26	5-6 am
1440 Taney Ave.	8	1 st Mondays	12	1-2 pm
1040 Rocky Springs Rd.	8	Every other M	26	7am-8am
7303 Marcies Choice Ln.	8	M	52	1-2 pm
7300 Marcies Choice Ln.	8	M, W, F	156	1-2 pm
7300 Marcies Choice Ln.	8	Every other M	26	10-11 am
8420 Gas House Pk.	8	Every other M	26	9-10 am
585 Himes Ave	8	1 st Mondays	26	9-10 am
1832 Rosemont Ave	8	Every other M	26	9-10 am
5525 New Design Rd.	8	1 st Mondays	12	10-11 am
3939 Green Valley Rd.	8	1 st Mondays	12	2-3 pm
2 South Glade Rd.	8	Every other M	26	6-7 am
6061 Spring Ridge Pkwy	8	Every other M	13	1-2 pm
9020 Amelung St.	8	Every other M	26	2-3 pm
76 East Moser Rd.	8	Every other M	26	7-8 am
101 Prospect St.	4	Every other M	26	10-11 am
915 North Maple Ave.	8	Every other M	26	11 am - 12 pm
8145 Reichs Ford Rd.	8	Every other M	26	10-11 am
630 W. Adams Cir.	4	1 st Mondays	12	2-3 pm

300 S. Seton Ave.	6	Every other M	26	6-7 am
401 Franklin St.	2	Every other M	26	2-3 pm
8 Harper Pl.	4	Every other M	26	11 am - 12 pm
37 Thomas Johnson Dr.	8	1 st Mondays	12	12-1 pm
31 E. Green St.	8	Every other M	26	11 am - 12 pm
1501 Tilco Dr.	8	Every other M	26	before 2pm
2929 Sumantown Rd.	65 gal	Every other T (A Weeks)	26	8 am - 12 pm
8511 Nature Center Pl.	65 gal	Every other M (B Weeks)	26	8 am - 12 pm
1635 Ballenger Creek Pk.	65 gal	1 st Mondays	12	12-1 pm

All locations have 1 dumpster/cart

Total Annual Estimate: 1,279 lifts

APPENDIX G: RECYCLABLE MATERIALS LIST

- (A) newspapers and all inserts,
- (B) narrow neck plastic containers that carry the plastic resin codes #1 through #7 (all colors),
- (C) empty aerosol cans,
- (D) Ferrous and Bi-metal food and beverage containers,
- (E) glass food and beverage containers (all colors),
- (F) aluminum foil and pie pans,
- (G) aluminum food and beverage containers,
- (H) aseptic containers,
- (I) gable top containers,
- (J) telephone books,
- (K) magazines and catalogs,
- (L) cardboard and paperboard boxes including cereal boxes without liners,
- (M) old corrugated cardboard (OCC),
- (N) office paper (including but not limited to letterhead, computer paper, copier paper, fax paper, envelopes, ledger paper, file folders, and office wastepaper,
- (O) 3rd class (Junk) mail,
- (P) books (soft and hard cover),
- (Q) paper bags,
- (R) wide mouth plastic containers such as peanut butter, margarine/butter tubs, yogurt, cottage cheese, sour cream, mayonnaise, whipped topping, prescription bottles (lids do not have to be removed),
- (S) plastic grocery and newspaper bags that are bagged inside one another