



CITY OF HOPEWELL
Hopewell, Virginia 23860

AGENDA

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CITY COUNCIL

Patience A. Bennett, Mayor, Ward #7
John B. Partin, Jr., Vice Mayor, Ward #3
Deborah B. Randolph, Councilor, Ward #1
Arlene Holloway, Councilor, Ward #2
Jasmine E. Gore, Councilor, Ward #4
Janice B. Denton, Councilor, Ward #5
Brenda S. Pelham, Councilor, Ward #6

Concetta Manker, Interim City Manager
Danielle Smith, City Attorney
Mollie P. Bess, City Clerk

August 30, 2022

SPECIAL MEETING

Special Meeting - 6:30 p.m.

OPEN MEETING

6:30 p.m. Call to order, roll call, and welcome to visitor

Roll Call

SPECIAL MEETING

REGULAR BUSINESS

S-1 – Review and Discuss CVWMA Contract

ADJOURNMENT

SPECIAL PROJECT SERVICE AGREEMENT FOR MUNICIPAL SOLID WASTE (MSW) AND CURBSIDE RECYCLING COLLECTION SERVICES

THIS AGREEMENT is made by and between the CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY (hereinafter designated "CVWMA"), its successors and assigns, having its principal place of business at 2100 West Laburnum Avenue, Suite 105, Richmond, Virginia 23227 and the City of Hopewell ("City" or "Hopewell")

CVWMA and City of Hopewell being each a "Party" and "Parties" collectively.

ARTICLE I - PURPOSE

A. The Parties enter into this Service Agreement pursuant to the authority of the Virginia Water and Waste Authorities Act (Title 15.2, Chapter 51 of the Code of Virginia, 1950 as amended), and the Articles of Incorporation of the CVWMA. Its purpose is to establish a special project for Municipal Solid Waste and Curbside Recycling Collections within the City of Hopewell as authorized by Section 11 of the Articles.

B. The CVWMA, subject to the terms and conditions of this Agreement, agrees to implement MSW and Curbside Recycling Collection Services as reflected in a Contract for Municipal Solid Waste with the CFS Group, LLC and a Contract for and Curbside Recycling Collections with County Waste, LLC and approved and authorized by the CVWMA Board of Directors by Resolution 14-01 on August 16, 2013 and as described in RFP 13-55, issued April 26, 2013 (hereinafter "RFP"); and in accordance a proposal offered and negotiated with the CFS Group, LLC for MSW Collection Services and with County Waste, LLC for Curbside Recycling Services.

C. The City of Hopewell agrees to participate in the Special Project according to the terms and conditions of this Agreement. Further, the City of Hopewell acknowledges and agrees that the CVWMA has the exclusive right to engage Contractors (or others if the terms of the Contract dictate) to perform under applicable Contracts and that it will not engage others or itself to perform these services during the term of the respective Contracts.

ARTICLE II - DEFINITIONS

For the purpose of this Agreement, the definitions contained in this Section shall apply unless otherwise specifically stated. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender shall include the feminine gender. The word "shall" is always mandatory and not merely discretionary.

1. *Authority or CVWMA* - shall mean the Central Virginia Waste Management Authority, the instrumentality created under the provisions of the Virginia Water and Waste Authorities Act, §15.2-5100, et seq., and includes the individual members (or voting alternates) of the CVWMA Board of Directors, and the officers, agents or employees of the Central Virginia Waste Management Authority. For the purposes of this Service Agreement, "Authority" shall not include the governing bodies, the individual elected officials of the Participating Local Jurisdictions served by this Service Agreement, except those elected officials who serve as members or alternates of the CVWMA Board of Directors, nor the employees or

agents of the Participating Local Jurisdictions acting on behalf of their employer or principal, respectively.

2. *Special Project Service Agreement (hereinafter "Agreement")* - shall mean an agreement between the CVWMA and the City of Hopewell specifying the terms and conditions under which Hopewell will participate in the program implemented through the Contract between the CVWMA and the Contractor.
3. *Bags* – shall mean plastic sacks designed for refuse with sufficient wall strength (minimum 0.85 mils thick) to maintain physical integrity when lifted by top; securely tied at the top for collection, with a capacity not to exceed 50 gallons and a loaded weight not to exceed 60 lbs.
4. *Bi-weekly Residential Recycling Collection Service* – shall mean the every other week collection of all Recyclable Materials, by the Contractor, from Equivalent Residential Units in the Service Area that use Recycling Containers for the collection of Recyclable Materials and the delivery of those Recyclable Materials to a Materials Recovery Facility.
5. *Bulky Waste* – shall mean a large appliance, piece of furniture, rolled carpeting (not weighing more than 60 lbs), mattress, yard waste, or waste material from a residential source other than Construction Waste or non-Household Hazardous Waste that cannot be placed in a cart or container. Bagged or containerized trash placed in proximity of cart for collection is not classified as Bulky Waste with the exception of bagged leaves or grass clippings. If other Bulky Waste is placed at the curb, the bagged leaves / grass clippings are included in the calculation of the maximum to be collected. Bundled yard waste/brush shall be included in the calculation also.
6. *Bundle* – Yard and garden trimmings securely tied together forming an easily handled package not exceeding four (4) feet in length or seventy-five (75) lbs. in weight
7. *Cart* – shall mean a receptacle with an approximate capacity of 95 gallons, having a hinged, tight fitting lid. Carts shall also have wheels and be able to be emptied by Contractor's hydraulic lifting/tipping unit as part of the collection operation. Recycling Carts will be provided by the Contractor. Residents will continue to utilize MSW carts previously provided by the City of Hopewell. At the termination of this Contract all MSW carts provided to residents by the City of Hopewell will be the property of the City of Hopewell. Lost or broken MSW Carts will be replaced by the Contractor (1 per Equivalent Residential Unit over the term of the Contract). ERUs will be able to purchase additional Carts to be supplied by the Contractor. CVWMA and the City of Hopewell will determine the color and graphics of all carts provided by the Contractors. Recycling Contractor will provide all Equivalent Residential Units with one 95 gallon cart for recycling. CVWMA and the City of Hopewell will determine the color and graphics of all carts provided by the Contractor. All carts provided by the Contractor shall have an RFID (Radio Frequency Identification) tag.
8. *Comix or Commingled Containers* - shall mean aluminum, tin and steel cans and aluminum foil; brown, green and clear glass; No. 1 (PET) and No.2 (HDPE) narrow neck plastic bottles. Comix containers shall be empty, dry and reasonably free from contamination. Comix shall not include paint and aerosol cans, automotive, lawn and garden, and flammable material containers or glass other than food and beverage bottles/jars.
9. *Construction Waste* – shall mean waste produced or generated during construction, remodeling, or repair of pavements, houses, commercial buildings, and other structures as

defined in 9 VAC 20-130-10 or as may hereafter be defined by the Virginia Department of Environmental Quality. Construction Waste includes, but is not limited to, lumber, wire, sheetrock, broken brick, shingles, glass, pipes, concrete, paving materials, metal and plastic if they are part of the construction material or empty containers for such material. Paint, coatings, solvents, asbestos-containing material, any liquid, compressed gasses or semi-liquids are not Construction Waste.

10. *Containers* – (a) Reusable Containers - shall mean a receptacle made of plastic, metal, or fiberglass and a loaded weight of no more than 75 lbs., a tight-fitting lid, and handles of adequate strength for lifting. Personal reusable containers for trash will not be collected by the Contractor. Personal reusable containers may be used for recyclable materials. (b) Non-reusable Containers - See definition of Bags
11. *Contaminated Recyclable Materials* - shall mean foreign matter mixed with Recyclable Materials to include but not limited to trash, excessive food contamination, No. 3 through No. 7 plastics, glass other than container glass, yard waste and other debris.
12. *Contract* – shall mean the written document and all amendments thereto, between the CVWMA and the Contractors, governing the provision of Municipal Solid Waste (MSW) and Curbside Recycling Collection Services.
13. *Contractors* - shall mean the individual, firm, partnership, joint venture, corporation, or association performing Municipal Solid Waste (MSW) and Curbside Recycling Collection Services under Contracts with the Central Virginia Waste Management Authority (CVWMA) and for purposes of this Contract shall mean the **CFS Group d/b/a Container First Services** for MSW Collection Services and **County Waste, LLC** for Curbside Recycling Services.
14. *Disposal Fee* – shall mean the charge or cost to tip, dump, or otherwise dispose of a load of materials such as Municipal Solid Waste or Contaminated Recyclable Materials at a lawful Disposal Site.
15. *Disposal Site* – shall mean a refuse depository for the processing or final disposal of Refuse and Contaminated Recyclable Materials including but not limited to sanitary landfills, transfer stations, mass composting facilities, incinerators, and mixed waste processing separation centers, which are licensed, permitted or otherwise approved by all governmental bodies and agencies having jurisdiction.
16. *Dwelling Unit* – shall mean a Residential Unit or an Equivalent Residential Unit.
17. *Equivalent Residential Unit (ERU)* – shall mean any hotel, lodging house, restaurant, church, store, market, manufacturing plant, commercial establishment or other entity which receives residential type MSW and/or Recycling collection and which is defined by the locality as equivalent to a Residential Unit for the purpose of Municipal Solid Waste collection and/or Recycling Collection.
18. *Force Majeure* – shall mean any cause beyond the reasonable control of the party whose performance under this Contract is adversely affected, including but not limited to acts of God, change in law, war, riot, fire, explosion, wind storm, flood, inability to obtain or use fuel, power, or raw materials, shortage or failure of the usual means of transportation, injunction, action by governments not party to this Contract, accident, breakdown of machinery or equipment. "Reasonable control" of a party shall specifically exclude that

party's ability to reach agreement in a labor dispute and that party's ability to settle or compromise litigation.

19. *Garbage* – shall mean readily putrescible discarded materials composed of animal, vegetable or other organic matter as defined in 9 VAC 20-130-10.
20. *Hazardous Waste* - shall mean waste designated as hazardous by Federal law or by regulation of the United States Environmental Protection Agency or the Virginia Department of Environmental Quality.
21. *Household Waste* - shall mean any waste material, including Garbage, Trash and Refuse, derived from households as defined in 9 VAC 20-130-10, and shall not include Hazardous Waste as defined herein.
22. *Litter* - shall mean all waste material disposable packages or containers, but not including the wastes of the primary processes of mining, logging, farming, or manufacturing.
23. *Litter Baskets* - shall mean containers owned and maintained by the City of Hopewell that are placed in public areas and used by the public for the deposit of litter.
24. *Limited Access Unit* – shall mean a Residential Unit or Equivalent Residential Unit located on a private road or in such other circumstances where ingress and/or egress requires evaluation in order to determine if trash collection or curbside collection of Recyclable Materials can occur.
25. *Materials Recovery Facility (MRF)* – shall mean a facility licensed, permitted or otherwise approved by all governmental bodies and agencies having jurisdiction, as required, that receives and processes Recyclable Materials and stores Recovered Materials prior to shipment to market.
26. *Member Jurisdictions* – shall mean the members of the CVWMA including the Counties of Charles City, Chesterfield, Goochland, Hanover, Henrico, New Kent, Powhatan and Prince George; the Cities of Colonial Heights, Hopewell, Petersburg, Richmond and the Town of Ashland.
27. *Municipal Solid Waste (MSW)* – shall mean household Bulky Waste, Garbage, Rubbish, Trash, Litter and/or Yard Waste.
28. *Monthly Service Fee* – shall mean the amount charged by the Contractor to CVWMA per month for collection and disposal of municipal solid waste and/or the fee for bi-weekly collection of recyclable materials from a Residential or Equivalent Residential Unit.
29. *Participating Local Jurisdiction* - shall mean those CVWMA Member Jurisdictions that have executed the Special Project Service Agreement for Municipal Solid Waste (MSW) and Curbside Recycling Collection Services pursuant to Article 11 of the CVWMA Articles of Incorporation and for purposes of this Agreement shall mean the City of Hopewell.
30. *Processing Center* - shall mean the Materials Recovery Facility utilized by Contractor.
31. *Recovered Materials* - shall mean Recyclable Materials that have been collected, separated and processed into marketable form.

32. *Recyclable Materials* - shall mean all newspaper and Residential Mixed Paper; metal food and beverage cans (aluminum, "tin", steel and bi-metal); aluminum foil wrap and foil containers; green, clear and brown glass; clean HDPE (#2) plastic bottles, including but not limited to milk, water and juice bottles, laundry detergent and liquid soap bottles; clean, narrow-neck, PET (#1) plastic bottles, including but not limited to soft drink and water bottles. The items considered Recyclable Materials may be modified during the term of the Contract.
33. *Recycling Processing and Marketing Service* – shall mean the processing of Recyclable Materials into Recovered Materials and the marketing of said Recovered Materials.
34. *Recycling Container* – shall mean the receptacle used by ERUs for the set-out of collected recyclables. Recycling Container includes the 95 gallon carts that may be provided to eligible ERUs or such other receptacle as may be approved by the CVWMA. This includes personal containers purchased by the resident and clearly marked for recycling.
35. *Refuse* – shall mean all solid waste products having the character of solids rather than liquids and that are composed wholly or partially of materials such as Garbage, Trash, Rubbish, Litter, residues from clean up of spills or contamination, or other discarded materials as defined in 9 VAC 20-130-10, and shall not include Hazardous Waste as defined herein.
36. *Residential Unit* – shall mean a group of rooms located within a building and forming a single inhabitable unit with facilities which are used or are intended to be used for living, sleeping, cooking, and eating and other daily activities.
37. *Residential Mixed Paper* - shall mean chipboard, corrugated, brown and white kraft bags, carrier stock, colored paper stock, "junk mail", magazines, computer paper, envelopes, writing paper, phone books, paperback books, and any other materials if they are so designated by mutual consent between the CVWMA and Contractor. Residential Mixed Paper does not include: wax coated material, carbon paper, foil backed paper, hardback books and any other material if they are so designated by mutual consent between the CVWMA and Contractor.
38. *Residential (Curbside) Recycling Services* – shall mean the provision of Bi-weekly Residential Recycling Collection Service and Recycling Processing and Marketing Service as defined herein.
39. *Residue* – shall mean materials collected by Contractor pursuant to this Contract which are not suitable for recycling, which are collected from a Dwelling Unit along with Recyclable Material and that are remaining after Recyclable Material is processed for market. Residue DOES NOT include Hazardous Material or any waste products that may originate or be produced at the Processing Center.
40. *Routine Bulky Waste Collection* – shall mean the collection of an amount of Bulky Waste that does not exceed the quantity of material that could safely be placed in and transported by a one-half ton pick-up truck.
41. *Rubbish* - shall mean combustible or slowly putrescible discarded materials that include, but are not limited to, Yard Waste, printed matter, plastic and paper products, grass, rags

and other combustible or slowly putrescible material not included under the term "Garbage" as defined in 9 VAC 20-130-10.

42. *Special Bulky Waste Collection* – shall mean the collection of an amount of Bulky Waste that exceeds the amount of Bulky Waste material that could safely be placed in and transported by a one-half ton pick-up truck.
43. *Service Area* – shall mean that geographic area serviced by the Contractor providing Municipal Solid Waste (MSW) and Curbside Recycling Collection Services pursuant to this Contract as determined by the CVWMA and the City of Hopewell.
44. *Trash* - shall mean combustible and noncombustible discarded materials and is used interchangeably with the term rubbish.
45. *Work Day* – shall mean any day Monday through Friday that is not a non-collection day, or in the event of a holiday week, Saturday.
46. *Yard Waste* – shall mean prunings, grass clippings, weeds, leaves, brush, and general yard and garden wastes. See "Bundle" and "Bulky Waste".

ARTICLE III. TERM OF AGREEMENT

A. This Agreement shall be for a five (5) year term commencing on or about July 1, 2014 and extending through June 30, 2019.

B. Option to Renew. The CVWMA and Hopewell, by written mutual agreement, may extend this Agreement under the same terms and conditions for one (1) additional five (5) year period commencing on or about July 1, 2019. During the renewal term and/or process the Contractor(s) may petition CVWMA to modify an existing term to reflect any market change or to effectuate the intent and scope of services outlined in the Contract(s). The written agreement to extend the Contract shall be made not less than one hundred eighty (180) days prior to the expiration of its then current term or period.

ARTICLE IV. DELIVERY CONDITIONS

A. The City of Hopewell, as grantor, grants the CVWMA, as grantee, the exclusive right during the term of the Contract to engage Contractors to collect and dispose of MSW and to collect and market recyclable materials through its Contractors from the City of Hopewell as outlined in Article V, below. The City of Hopewell warrants that they have the authority to grant such an exclusive right.

B. The City of Hopewell and the CVWMA mutually covenant that except as authorized by the applicable Contracts during the term of the Contracts that neither Party will contract with other individuals or entities nor will either party engage in the activity of collection and disposal of MSW, except for any Yard Waste collections undertaken by City of Hopewell, or collection and marketing of recyclable materials that would impair the rights of the Contractors with the City of Hopewell as granted in the Contracts between the CVWMA and the Contractors.

C. The City of Hopewell agrees to cooperate with the CVWMA and the Contractors. At the CVWMA's request, the City of Hopewell agrees to consider taking all reasonable and lawful actions that assist in successful implementation of this Special Project and/or the Contract.

D. The City of Hopewell shall hold clear title to the MSW and the Recyclable Materials to be collected, transferred and disposed of or marketed hereunder and shall not be under any legal constraint that would prohibit the handling of such materials or the transfer of possession and title to such materials to the Contractors as specified by Article X, below.

E. The City of Hopewell shall cooperate with the CVWMA and the Contractors to inform residents regarding complaint procedures, regulations, day(s) for scheduled MSW and Curbside Recycling collection, holiday collection policy and any other matters related to MSW and Curbside Recycling Collection Services.

F. The City of Hopewell will provide the CVWMA with written authorization when service is to be discontinued because a unit is vacant, or expanded because of new or reoccupied homes.

G. Where the Contractors have offered multiple service options, the City of Hopewell shall notify the CVWMA in writing, regarding the option that has been selected by the City of Hopewell.

ARTICLE V. SCOPE OF SERVICES

A. General Requirements – Except as provided in more detail in the Specific Requirements set forth below, the Contractors shall provide municipal solid waste (bulky waste, garbage, rubbish, and yard waste) collection and curbside recycling services from residential units and equivalent residential units as herein described starting on July 1, 2014 and extend through June 30, 2019. It is the resident's responsibility to see that Carts, Containers, and/or Bags are placed at the designated location (including back yard, alley or curbside) by 7:00 a.m. on the designated collection day. Curbside refers to that portion of the right-of-way adjacent to paved or traveled roadways.

The MSW Contractor may decline to collect any Cart, Container, or Bag improperly set out or not defined in the Definitions; any Cart, Container, Bag, or Bundle containing material other than MSW; waste that does not meet the applicable definition in Article II; or any MSW not properly contained in an appropriate Cart, Container or Bag. The Curbside Recycling Contractor may decline to collect any Cart or Container of Recyclable Materials containing an unacceptable amount of non-recyclable materials in the judgment of the recycling operator. Where the Contractor has reason to leave waste or recyclable materials uncollected at a residence, the Contractor shall inform the resident(s) at the scheduled time of collection by written notice as to why the material was not collected. Once serviced, the Cart or Container shall be returned to the place where it was set out unless otherwise specified by the Participating Local Jurisdiction and if applicable, its cover replaced. Containers not provided by the Contractor other than bags will not be serviced by the Contractor and the Contractor shall not be responsible for them.

Collection of MSW will be made by the Contractor once per week, on Monday. Collection of recyclables will be made by the Contractor once every other week in the City based on the schedule approved by CVWMA. The Contractor shall complete all routes daily as scheduled.

Residents may place recyclable materials in a single stream (materials such as aluminum, plastic and steel containers and paper products mixed together) for all levels of service.

Except as noted herein, residents will place the Containers at the curbside on the collection day by 7:00 a.m. Recycling will be collected at the same place as the trash.

After servicing, all Carts shall be returned upright with the lid closed (as practical) to the exact location that they were placed for collection. If a trash or recycling cart is placed standing at the curb but it is knocked over due to unforeseen causes (weather, wind, etc.), it is the Contractor's responsibility to stand the cart upright for collection. If litter is created as a result of these unforeseen causes, the Contractor is not required to pickup the MSW or recyclables outside of the Cart and/or personal Container. Any materials remaining inside the Cart shall be serviced accordingly.

When construction work is being performed in the right of way, residents who place containers as close as practicable to an access point for the collection vehicle will be serviced by the Contractor and the Container will be returned to the location it was set out for collection.

Any Cart provided by the Contractor for the collection of MSW and/or Recyclable materials under this Contract shall be hot-stamped with the CVWMA logo and the CVWMA customer service telephone number. The CVWMA shall provide the necessary artwork and shall have final approval of the hot stamp design. CVWMA will provide Recycling Contractor with the number of Carts to be delivered to all Residential and Equivalent Residential Units. It should be assumed that all Equivalent Residential Units (ERUs) will initially have one recycling cart and the MSW Carts that have been provided previously by the City of Hopewell. During the term of this Contract, the Contractor will be responsible for providing replacement MSW carts, a maximum of one per ERU, for any cart that is lost or stolen or damaged to the point that it can no longer be used at no cost to the ERU or to the City of Hopewell. Residents may purchase additional carts for fees specified in Section 5. At the termination of the Contract(s) the City of Hopewell will retain title to all carts previously provided by the City of Hopewell, residents will retain title to any Carts they purchased and the Contractor(s) will retain title to any Carts they provided under terms of the Contract(s). Any Cart that is provided by the Contractor for the collection of MSW and/or Recycling Materials under this Contract shall be hot-stamped with the CVWMA logo and the CVWMA customer service telephone number. The CVWMA shall provide the necessary artwork and shall have final approval of the hot stamp designs. The Color of any Cart provided by the Contractor shall be approved by CVWMA prior to distribution.

It shall be the Contractor's responsibility to replace any Cart, if the Contractor's employee, agent, or subcontractor has caused the Cart to be damaged so that it is no longer serviceable. The determination of serviceability or cause of non-serviceability shall be made by the CVWMA in its sole discretion.

The color, graphics and other markings on both the MSW and Recycling cart provided by the Contractor shall be determined by the CVWMA and the City of Hopewell.

The Contractor shall cooperate with the CVWMA and the City of Hopewell to inform residents regarding complaint procedures, regulations, day(s) for scheduled MSW collection, holiday collection policy and any other matters related to MSW and Curbside Recycling Collection.

B. Alternate Location Service – Collection of MSW and/or Recyclable Materials from a Residential or Equivalent Residential Unit where all adult occupants residing therein require assistance shall be made from an alternate location than that generally required of residents. Such requests for alternate location service will be made to the CVWMA by the resident or a representative of the resident, approved by the CVWMA and communicated to the Contractor in writing. No additional monies shall be due to the Contractor for the provision of

alternate location service. Alternate location service is anticipated to be no more than three (3) percent of the aggregate units in the localities serviced under the Contracts. The Contractor will provide each collection crew with a list of said addresses, by route, to ensure driver awareness of the responsibility to provide this alternate service.

C. Bulky Waste Collections – Routine Bulky Waste Collections will be made from residents of the service area as needed as part of the normal provision of services under the Contract. The amount of Bulky Waste that constitutes a Routine Bulky Waste Collection shall be as defined in Article II, above.

The City of Hopewell will notify the CVWMA that a Special Bulky Waste Collection, as defined in Article II, above, is needed. The CVWMA will contact the Contractor to schedule the Special Bulky Waste Collection. Once requested, Special Bulky Waste Collections shall begin within three (3) working days.

Should the frequency with which materials are set out for Routine Bulky Waste Collection at any Residential or Equivalent Residential Unit suggest that a Special Bulky Waste Collection is actually required; the Contractor shall notify the CVWMA. The CVWMA and the City of Hopewell will assess the situation and make a determination as to whether a certain collection should be classified as a Special Bulky Waste or a Routine Bulky Waste collection. If the CVWMA and the City of Hopewell determine that a given set out requires a Special Bulky Waste Collection, it will be considered as such for purposes of service and billing. The final determination shall rest with the CVWMA.

The Contractor shall deliver appliances containing CFC/HCFC's that are collected in the City of Hopewell to a site mutually agreeable to all parties. The City of Hopewell shall be responsible for the cost of evacuation of the CFC/HCFC's and shall receive all revenue from the sale of the metal from the subsequent recycling of the appliances, but shall not be responsible for the cost of transport to the site.

D. Hours of Collection – Except as noted below, normal hours of MSW collection are to be from 7:00 a.m. to 7:00 p.m., Monday; or 7:00 a.m. to 7:00 p.m., the following day, Tuesday, during a week with a holiday that occurs on or prior to the scheduled collection day. Exceptions may be made only when the Contractor has reasonably determined that an exception is necessary to complete collection of an existing route due to unusual circumstances. The Contractor shall request the exception and the CVWMA must approve any such exception regarding extension of hours of collection or additional day. Except as noted below, normal hours of Recycling collection are to be from 7:00 a.m. to 7:00 p.m., on a schedule determined by CVWMA and the City of Hopewell; or the following day if a holiday should occur during the week prior to the collection day.

E. Holidays – The following holidays will be observed as non-collection days by the Contractor: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day. When service does not occur because of a holiday, the Contractor shall provide service on the day following the normal collection day in order to provide scheduled collections. The suspension of collection service on any holiday in no way relieves the Contractor of his/her obligation to provide MSW collection service at least once per week in the City and Bi-weekly Recycling Service in the City. Extending the hours of service to meet this obligation is subject to CVWMA approval.

F. Inclement Weather -- The Contractor shall be responsible for canceling collection operations as a result of inclement weather. The Contractor will notify the appropriate CVWMA staff immediately by telephone message, email and facsimile transmittal of any decisions regarding delay, modification, or suspension of service as soon as a decision is made. CVWMA staff will then immediately inform the City of Hopewell. If collection is suspended or canceled by the Contractor, the Contractor agrees to perform collection on the next possible regular working day of the same week. In the event that inclement weather results in the necessity to cancel service for more than two days of a regular collection schedule, the Contractor shall endeavor to make-up days of canceled service during the same collection week. In the event that the Contractor cancels collection due to inclement weather and is unable to make up the canceled service, the CVWMA shall be entitled to an adjustment on the monthly billing to reduce the cost of service in proportion to the number of canceled and lost collection days. The adjustment shall be calculated by multiplying the number of Residential and Equivalent Residential Units that did not receive collection services by 75 percent of the prorated Monthly Service Fee for collection which will be passed on to the City. The CVWMA agrees to assume responsibility for reasonable public notice of the cancellation of MSW Collection Services due to inclement weather.

G. Routes, Schedule of Collections and Unit Counts – The Contractors shall provide the CVWMA with photo-reproducible maps of collection routes and collection day schedules of residential routes and keep such information current at all times. Any changes in routes and/or schedules will also be subject to the CVWMA's approval, which will not be unreasonably withheld. In the event of changes in routes or schedules that will alter the day of pickup, the Contractors shall so notify each resident affected in a manner agreed to by the CVWMA and the City of Hopewell.

The CVWMA will provide the Contractors with the number of Residential and Equivalent Residential Units on a monthly basis. The Contractors may perform unit counts if they do not agree with the count provided. A representative of the CVWMA and/or the Participating Local Jurisdiction may be involved in the conduct of unit counts. The Contractors may do the unit count in conjunction with the distribution of Carts. Unit counts shall be reviewed and approved by the CVWMA and will be the basis for the billing of Monthly Service Fees.

H. Collection Equipment – An adequate number of vehicles shall be provided by the Contractors to collect MSW and Recyclable Materials in accordance with the terms of the Contract. The vehicles must be sufficient to handle the special requirements of adverse weather and greater than normal holiday or seasonal volume where applicable. Any proposed change in equipment during the term of the Contracts must be approved in writing by CVWMA prior to implementation. The vehicles shall be licensed in the Commonwealth of Virginia and shall operate in compliance with all applicable federal, state, and local laws and regulations and must be appropriate for services as described in the Contracts.

The Contractors shall keep all vehicles and other equipment in proper repair and sanitary condition. Each vehicle shall bear, as a minimum, the Company logo, name and phone number of the Contractors plainly visible on both cab doors. Each vehicle shall be uniquely numbered in lettering at least three (3) inches high. During operation on routes served through the CVWMA Contract, each truck shall display temporary signage on each side of the vehicle indicating the CVWMA telephone number customers should call to report service issues or complaints. Lettering should be at least three (3) inches high. The design of temporary signage shall be approved in writing by the CVWMA. The temporary signage shall be removed when the vehicle is not operating on routes served through the CVWMA Contract.

Each truck shall be equipped to clean up MSW and/or Recyclable Materials that may be spilled or otherwise scattered during the process of collection. All vehicles shall be sufficiently secure so as to prevent any littering of solid waste, recyclable materials and/or leakage of fluid while in use. No vehicles shall be willfully overloaded.

All trucks and equipment shall be kept well painted, in good repair and appearance and in a sanitary, clean condition in order to meet community standards of appearance at all times. The CVWMA shall be the sole judge of community standards of appearance although it welcomes and encourages reports and input from Hopewell. To ensure compliance herewith the CVWMA will as necessary inspect the Contractor's collection vehicles at any time to ascertain said sanitary condition. Failure to keep a truck in generally operable condition and acceptable appearance shall, after inspection and notice, cause the exclusion of that truck from the performance of MSW and/or Curbside Recycling Collection Services.

The Contractors will have available, at all times, reserve equipment that can be put into service and operation within two (2) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractors to perform the duties required by the Contracts.

The Contractors will comply with all height and weight restrictions for any bridge, road or tunnel and shall comply with all other regulations regarding similar requirements for vehicle use and operation. At the request, and under the authority of, a Participating Local Jurisdiction, the CVWMA may inform the Contractor that its vehicles are denied access to certain streets, alleys, bridges and public ways where it is in the interest of the general public to do so because of conditions of the streets or bridges or the nature of development in the general area. Notice shall be given by the CVWMA prior to such denial so as not to unduly interfere with the Contractor's normal operations and scheduling. The law enforcement authorities of the relevant Participating Local Jurisdiction shall have enforcement authority to prevent the Contractor's vehicles from accessing restricted roadways and areas.

Each collection vehicle will be equipped with the following:

- a. Two-way communications device.
- b. First aid kit.
- c. An approved fire extinguisher.
- d. Warning flashers.
- e. Warning alarms to indicate movement in reverse.
- f. Sign on the rear of the vehicle which states "This Vehicle Makes Frequent Stops."
- g. Absorbent material, broom and shovel for cleaning up spills. (MSW Collection vehicles)

I. Personnel –The Contractors will prohibit all drivers and crew members from drinking or being under the influence of alcoholic beverages, illegal drugs or any other substance that may impair performance.

The Contractors will require that employees be courteous at all times, work quietly and not use loud or profane language. Each employee shall wear a company uniform clearly labeled with the name of company and employee. Clothing will be as neat and clean as circumstances permit. Shirts with sleeves shall be required at all times. Each employee shall wear Class 2 or Class 3 ANSI/ISEA 107-2004 compliant high-visibility safety apparel while working in the City rights-of-way.

The Contractor's employees shall follow the regular walkways for pedestrians while on private property, shall not trespass or loiter on private property, shall not cross property to adjoining property, and shall not meddle or tamper with residents' real or personal property.

The Contractor's employees, officers, and agents shall at no time be allowed to identify themselves or in any way represent themselves as being employees of the CVWMA or any Participating Local Jurisdiction.

J. Specific Requirements

Once per week MSW collection and once every two week recycling collection shall be provided for each Residential Unit or ERU in the City beginning on or about July 1, 2014. The estimated number of Units in the City is 8,644. Routine Bulky Waste Collection including Yard Waste are included as part of the specified service.

Front-end loading containers and collection as specified below shall also be provided by The CFS Group, LLC for the following public facilities located in the City of Hopewell (Current Collection sizes and frequency are subject to change):

<u>LOCATION</u>	<u>ADDRESS</u>	<u>CAPACITY</u>	<u>COLLECTION FREQUENCY</u>
Animal Shelter	507 Station St	2 Cu Yd	Th
City Garage	103 S Hopewell St	8 Cu Yd	Th
City Garage	103 S Hopewell St	4 Cu Yd	Th
Health Department	220 Appomattox St	6 Cu Yd	MTh
*Hopewell HS	400 S Mesa Dr	6 Cu Yd	MF
*Hopewell HS	400 S Mesa Dr	6 Cu Yd	MF
*Hopewell HS	400 S Mesa Dr	8 Cu Yd	MWF
*Hopewell HS	400 S Mesa Dr	8 Cu Yd	MTWTF
*New Patrick Copeland ES	400 Westhill Dr.	6 Cu Yd	MTWTF
City Hall	300 N Main St	6 Cu Yd	MWF
Dupont ES	300 S 18 th Ave	8 Cu Yd	TWThF
*Woodlawn ES	1100 Dinwiddie Ave	8 Cu Yd	MWF
*Carter G. Woodson MS	1000 Winston Churchill	8 Cu Yd	MWF
*Carter G. Woodson MS	1000 Winston Churchill	8 Cu Yd	MWF
Fire Department #1	100 S Hopewell St	2 Cu Yd	T
Community Center	100 W City Point Rd	6 Cu Yd	M
*Harry E. James ES	1807 Arlington Rd	8 Cu Yd	TWThF
Recreation Center	103 S Hopewell St	6 Cu Yd	TTh
New Courts Building	100 E Broadway	8 Cu Yd	T
Mallonee Gym	103 12 th Ave N	4 Cu Yd	TF
Atwater Park	101 Atwater Ave	6 Cu Yd	TF

Myrner Field	103 12 th Ave N	4 Cu Yd	T
Wastewater Plant	231 Hummel Ross Rd	2 Cu Yd	Th
Wastewater Plant	231 Hummel Ross Rd	4 Cu Yd	Th
Wastewater Plant	231 Hummel Ross Rd	8 Cu Yd	MTh
Hopewell Marina	1051 Riverside Dr	4 Cu Yd	F
Hopewell Marina	1051 Riverside Dr	4 Cu Yd	F

* Collection at schools shall be provided after the school lunch period.

During the term of this Contract there may be changes to the above list of sites receiving FEL service. The Contractor shall be notified in writing by the CVWMA of any changes to the above listing. The Contractor will also provide service and maintain 30 cu yd open-top containers at the Citizen Convenience Center located on Station Street. Currently, five (5) containers are in use at this facility.

In addition, litter baskets at locations within the downtown area of the City of Hopewell shall be serviced on a weekly basis.

L. Monthly and Annual Reports

The Contractor will submit to CVWMA monthly reports and annual reports. At a minimum, the Contractor shall include the following information in their monthly reports:

1. Total quantities of trash collected / disposed (in tons).
2. Number of loads of residential trash from the City.
3. Current count of carts by size and collection frequency (i.e., number of 95- gallon carts).
4. List of all facilities used for trash disposal (to include recycling residue).
5. Log of all resident addresses where "education tags" were left because of Prohibited Materials set out for trash or recycling collection.
6. Total tonnage and number of set-outs by route for each recycling collection day.
7. Tonnage shipped to recycling markets during the month and prices received for each of the following Recyclable material: mixed paper, OCC, ONP, steel, aluminum, #1 plastic, #2 plastic and glass.
8. Number of carts delivered for both Trash and Recycling categorized as New (ERU that had not previously been delivered a cart or where a cart had been removed), additional (2nd or more cart for ERU) and replacement.

At a minimum, the Contractor shall include the following information in their annual reports:

1. Total quantities of trash collected and disposed as collected from within the City (in tons).
2. List of all trash disposal facilities utilized.
3. Actual number of total bulky item collection occurrences by sub-type (e.g., bulky items requiring special processing, bulky items not requiring special processing, other waste).
4. Tonnage of Recyclable Material collected.
5. Recycling set-outs for each route.

6. Tonnage of Recyclable Materials shipped from the processing facility for each of the following Recyclable material: mixed paper, OCC, ONP, steel, aluminum, #1 plastic, #2 plastic and glass.

M. Annual Performance Meeting

Upon receipt of the Contractor's annual report, the CVWMA shall schedule an annual meeting with the Contractors to review the report. Once the report is approved by the CVWMA, it shall be presented to the City Council at a meeting to be held between the Council, CVWMA and Contractors to review the report and the performance of the contract. The objectives of this annual meeting will include, but not be limited to, the following:

1. Review the annual report, including trends in trash and recycling quantities.
2. Review Contractor's performance based on feedback from residents to the CVWMA and/or City staff.
3. Review Contractor's recommendations for improvement to the City's MSW and Curbside Recycling program, including enhanced public education and other opportunities.
4. Review CVWMA and City staff recommendations for Contractor's service improvements.
5. Discuss other opportunities for improvement during the remainder of the Contract.

N. Specific Recycling Requirements

General Requirements: The Contractor shall be required to collect and remove all Recyclable Materials set out by each participating ERU and provide Residential Recycling Collection Service within the Service Area.

Labor and Costs: Contractor shall, at its sole cost and expense, furnish all labor and equipment required to perform Residential Recycling, Processing and Marketing Services except as may be otherwise explicitly specified herein.

Hours and Days of Collection - The Contractor shall provide Bi-weekly Recycling Collection in the City on a regularly scheduled route basis as appropriate for the specific ERU on a mutually agreed upon day of the week.

Contamination - If Recyclable Materials are contaminated through commingling with non-Recyclable Materials, the Contractor shall, if practical, separate the non-Recyclable Materials from the Recyclable Materials. The Recyclable Materials shall then be collected and the non-Recyclable Materials shall be left in the Recycling Container **along with a written notice of why the non-Recyclable Materials are not considered a Recyclable Material**. However, in the event the Recyclable Materials and non-Recyclable Materials are commingled to the extent that they cannot easily be separated by the Contractor or the nature of the non-Recyclable Materials renders the entire Recycling Container contaminated the Contractor will leave the Recycling Container un-emptied and **issue a written notice to the customer which contains instructions on the proper procedures for setting out Recyclable Materials**. The design of said notification shall be approved by the CVWMA and the cost of printing of said notices shall be borne by the Contractor. Only two consecutive notices will be issued; however, the Recyclable Materials will not be picked up by the Contractor until the customer properly segregates the Recyclable and non-Recyclable Materials. The Contractor shall provide CVWMA with a copy of all rejection notices by the end of each route day for any customer(s)

whose Recycling Materials were contaminated or whose Recycling Materials were not collected that day.

Materials Collected - The Contractor shall be required to collect, process and market only Recyclable Materials as defined in this Contract. The CVWMA and Contractor reserve the right to alter the list of collected materials throughout the term of this Contract.

Recycling Container Purchase and Distribution: New, additional and replacement 95-gallon Recycling Carts used in the Residential Recycling Program shall be purchased and delivered to designated ERUs by Contractor. The CVWMA shall approve the design, including cart color, (which may include both the Contractor and CVWMA logos and the CVWMA customer service number). Recycling Containers shall be delivered on a schedule mutually agreed upon by CVWMA and Contractor; however, delivery of additional and/or replacement carts shall occur not less frequently than bi-weekly where Residential Recycling Services are provided bi-weekly and not less frequently than weekly where Residential Recycling Services are provided weekly. All carts shall have Radio Frequency Identification (RFID) tags for control purposes.

Container Replacement - Where Contractor is responsible for the damage or loss of a Recycling Container, Contractor agrees to replace the Recycling Container at no cost to the CVWMA, the City or the affected resident. If resident is responsible for damage or loss of a Recycling Container the City shall be responsible for the replacement cost.

Annual Recycling Rate Report: Contractor shall provide information for the annual Virginia Recycling Rate Report as specified in VAC 20-130-10 et seq. upon request by CVWMA.

Program Information - Contractor shall deliver program information as determined by the CVWMA along with Recycling Containers which are delivered to Dwelling Units which are added to the Residential Recycling Services Program.

Recycling Processing and Marketing Services:

The requirements set forth in this Section are duties and obligations of the Contractor regardless of whether the Contractor owns and/or operates the Processing Center or contracts for Processing and or Marketing Services.

1. *Processing of Materials.* Contractor shall deliver all Residential Recyclable Materials collected to a Processing Center. Contractor shall supply all facilities, equipment, labor and other resources at the Processing Center necessary for the proper storage, processing and shipment of collected Recyclable Materials. The Processing Center must meet all requirements of federal, state and local laws, ordinances, permits and regulations at all times throughout the term of this Contract. Contractor shall be required to notify the CVWMA, in writing, not less than thirty (30) days prior to any relocation of the Processing Center or use of any additional Processing Center. Contractor shall be responsible for the disposal of Residue resulting from the processing of Recyclable Materials. Contractor shall not intentionally dispose of Recyclable Material. Material rejected at the Processing Center shall be disposed of at lawfully permitted and maintained waste management facilities.
2. *Processing Center.* Contractor shall be responsible for ensuring the neat and orderly appearance of the Processing Center, to include the property on which the Processing

Center is located. Recyclable Materials shall be properly stored and/or contained so that their market value will not be reduced as a result of exposure to weather, so that Recyclable Materials will not be scattered or otherwise randomly strewn about the site, and so that different types of Recyclable Materials are segregated and can be properly accounted for. The Processing Center shall be equipped with scales for the weighing of all materials entering and leaving the site. Contractor shall implement a procedure describing the weighing and record-keeping required for the accurate weighing of Recyclable Materials delivered to the Processing Center, weighing individual types of Recyclable Materials delivered to market from the Processing Center and recording the weight of any unmarketable, stockpiled Recyclable Materials and Residue. This procedure will be subject to review and acceptance by the CVWMA. Scales shall be regularly calibrated, tested, and certified in accordance with all applicable federal, state and local regulations for weight measurement devices used in determining weight-based payments. Vehicle-mounted scales complying with this requirement may be used on collection vehicles, if certified by the appropriate State or Federal agency. Contractor shall be permitted to use the tare weight of the vehicles to avoid weighing each vehicle upon discharging its load at the Processing Center. Contractor must process all Recyclable Materials collected in a manner sufficient to produce Recyclable Materials that meet market specifications. Contractor must demonstrate that all equipment and practices are adequately sized and designed to provide for the efficient and timely processing of Recyclable Materials. Contractor shall not dispose of Residue from Recyclable Materials collected in lots exceeding ten (10) percent of the total weight of all Recyclable Materials collected over a one month period.

3. *Residue*: In the event Residue requiring disposal is or may be reasonably foreseen to be generated in excess of 10 percent of the total weight of all materials collected, Contractor shall notify the CVWMA with an explanation of the factors contributing to the collection of such quantities of Residue and efforts taken by or relief sought by Contractor to avoid a reoccurrence of this problem. Contractor shall make reasonable attempts to observe the State waste management hierarchy in selecting waste management options for handling Residue related to this Contract. The CVWMA shall inspect the Residue to verify that it is in excess of 10 percent of the total weight of all materials collected. Neither the CVWMA nor the City shall not be responsible for the disposal costs for Residue.
4. *Acceptance of Other Recyclable Materials*: Contractor may accept material from sources other than the Curbside Recycling Services program at the Processing Center that does not contaminate or render material collected in the CVWMA programs unmarketable.
5. *Marketing Recyclable Material*: Contractor shall be responsible for marketing and transporting to market all Recyclable Materials collected and processed. This includes obtaining market agreements and/or contracts that define the product specifications and the price arrangements for the sale of Recyclable Materials and arranging for the transportation of Recyclable Materials to the selected market. Disposition of Recyclable Materials for use as product substitute or other beneficial product for which recycling credit is given as provided in 9 VAC 20-130-10 et seq., (or its successor regulations or progeny if applicable) Regulations for the Development of Solid Waste Management Plans is also acceptable.
6. *Certification*: Contractor shall provide the CVWMA with written certification that all Recyclable Materials processed, either by Contractor or any subcontractor, have been marketed to a firm for use in a manner which allows recycling credit to be given as provided in 9 VAC 20-130, (or its successor regulations or progeny if applicable) Regulations for the Development of Solid Waste Management Plans (derived from Virginia Regulation 672-50-

01, effective May 15, 1990) and as may be amended (or its successor regulations or progeny if applicable). Except for the contaminated paper or plastic material fraction recovered at the Processing Center which makes up part of the Residue of the Recyclable Materials, no materials collected or processed shall be allowed to be converted to a fuel product for sale as a supplemental or secondary fuel commodity.

7. *Changes in the Market:* Contractor shall be entitled to the revenue associated with the sale of Recyclable Materials recovered under this Procurement as agreed to during the negotiations phase of this process. The parties further agree that in exchange for realizing the benefit of upturns in the Recyclable Materials commodity markets, Contractor shall bear the risk of downturns in the market which reduce the value of the Recyclable Materials collected. Contractor shall not be entitled to any adjustment in compensation through fees agreed to resulting from any decline in Recyclable Material component markets either prior to or during the term of this Contract resulting.

If market changes make continued collection of any specific Recyclable Material component economically unfeasible (i.e. where Net Proceeds are a negative amount over a period of one hundred twenty (120) days), Contractor may request; once every year on the anniversary date of the contract resulting from this procurement, removal of that Recyclable Material from the Curbside Recycling Services Program. Within sixty (60) days of receipt of such request, the CVWMA shall act to either: a) suspend collection of such Recyclable Material until collection becomes economically feasible, or b) authorize Contractor to dispose of such Recyclable Material component (by landfilling or other means of disposal at competitive market rates)

ARTICLE VI. COMPENSATION FOR SERVICES AND RATE ADJUSTMENTS

A. The following services shall be provided by the Contractors at the rates specified; the rates are those MSW rates that shall be in effect during the initial five years of the Contract, January 1, 2013 through June 30, 2019 and the Recycling rates that shall be in effect during the first year of the Contract, July 1, 2014 through June 30, 2015 as follows:

PER UNIT MONTHLY MSW COLLECTION SERVICE*	
Residential Collection fees per month	
Utilize existing Hopewell provided 95-gallon Carts, MSW only	\$7.00 per ERU
All inclusive: Curbside Recycling collection (Contractor provided carts)	\$1.47 per ERU
OTHER	
Contractor Provided MSW Carts - EACH ADDITIONAL CART	\$ 58.00 per cart
Contractor Provided Recycling Carts - EACH ADDITIONAL CART	\$ 50.00 per cart

BULK MSW COLLECTION	
MONTHLY 30/40 CUBIC YARD OPEN TOP RENTAL	\$ 0

PULL CHARGE—30/40 CUBIC YARD OPEN TOP ROLL-OFF	\$125.00
PER TON DISPOSAL	\$22.50
PER TON CHARGE FOR SPECIAL BULKY WASTE DISPOSAL	\$30.00
PER Cubic Yard CHARGE FOR SPECIAL BULKY WASTE PICK-UP	\$5.85

FRONT-END-LOAD (FEL) FEES:

2 CUBIC YARD, 1 TIME PER WEEK	\$25.00
2 CUBIC YARD, 2 TIMES PER WEEK	\$45.00
2 CUBIC YARD, 3 TIMES PER WEEK	\$63.00
2 CUBIC YARD, 4 TIMES PER WEEK	\$77.40
2 CUBIC YARD, 5 TIMES PER WEEK	\$88.92
2 CUBIC YARD, ON CALL	\$25.00
4 CUBIC YARD, 1 TIME PER WEEK	\$36.30
4 CUBIC YARD, 2 TIMES PER WEEK	\$68.97
4 CUBIC YARD, 3 TIMES PER WEEK	\$98.37
4 CUBIC YARD, 4 TIMES PER WEEK	\$124.83
4 CUBIC YARD, 5 TIMES PER WEEK	\$148.65
4 CUBIC YARD, ON CALL	\$30.00
6 CUBIC YARD, 1 TIME PER WEEK	\$49.50
6 CUBIC YARD, 2 TIMES PER WEEK	\$94.05
6 CUBIC YARD, 3 TIMES PER WEEK	\$134.15
6 CUBIC YARD, 4 TIMES PER WEEK	\$170.24
6 CUBIC YARD, 5 TIMES PER WEEK	\$202.72
6 CUBIC YARD, ON CALL	\$35.00
8 CUBIC YARD, 1 TIME PER WEEK	\$60.00
8 CUBIC YARD, 2 TIMES PER WEEK	\$108.00
8 CUBIC YARD, 3 TIMES PER WEEK	\$153.00
8 CUBIC YARD, 4 TIMES PER WEEK	\$193.50
8 CUBIC YARD, 5 TIMES PER WEEK	\$230.00
8 CUBIC YARD, ON CALL	\$40.00

B. No annual adjustments will be made to the MSW Contract fees listed above. An annual adjustment shall be made Curbside Recycling Contract fees to reflect the general increase in the cost of operations effective on the Contract's anniversary date. Contract fees will increase at a rate equal to the "Garbage and Trash Collection" CUUR0000SEHG02 category of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available at the following internet address: <http://data.bls.gov.cpi>, but the increase shall not exceed five (5) percent per year. Any authorized increase shall be passed on to Hopewell.

C. The Contractors may petition the CVWMA at any time for adjustments or additions to associated fees on the basis of new or revised laws, ordinances or regulations required in the performance of the Contracts. The CVWMA Executive Director has sole discretion to authorize the adjustment or not. The CVWMA shall have the right, as a pre-condition for approval of such petition, to demand inspections by itself, or by an independent auditor, of pertinent records that demonstrate the "unusual changes" resulting in the need for an adjustment to the fees. Any authorized increase shall be passed on to Hopewell.

ARTICLE VII. PAYMENT TERMS AND CVWMA SERVICE FEES

- A. The City of Hopewell shall pay CVWMA for services provided pursuant to this Agreement as summarized in Article VI above. The City of Hopewell agrees to pay any service fee adjustments approved by the CVWMA that are required under the Contract implementing this Agreement or contained in this Agreement which are applied to City of Hopewell. The City of Hopewell agrees to pay any service fee adjustments approved by the CVWMA that result from changes in services implemented in City of Hopewell.
- B. The CVWMA shall prepare and submit to the City of Hopewell in June for July, of each year, an advanced monthly billing invoice for estimated service to be performed. The CVWMA will retain these funds and apply them to following June invoice.
- C. The CVWMA shall prepare and submit to the City of Hopewell a monthly billing invoice for the customer service assessment for those MSW and Curbside Recycling related activities outlined in Article VIII as well as the Public Education Assessment. These assessments are currently:

ASSESSMENT TYPE	Amount per HH per Month
MSW Customer Service	\$0.085
Recycling Customer Service	\$0.066
Recycling Public Education	\$0.063

An annual adjustment to the assessments shall be made to reflect the general increase in the cost of operations starting July 1, 2014. The assessment will increase at a rate equal to the U.S. Consumer Price Index for All Urban Consumers (CPI-U) for the preceding twelve-month period, but the increase shall not exceed five (5) percent per year.

The CVWMA agrees to provide the Participating Local Jurisdiction a public awareness and education program to support Residential Recycling Services provided by the Contractor. The Participating Local Jurisdiction shall pay the Public Education Assessment quarterly beginning on the first Curbside Recycling collection day to CVWMA. Payments are to be made in advance of services rendered.

The CVWMA will be responsible for communicating to the Contractor service issues and matters of concern received from the residents and the Participating Local Jurisdictions concerning the Residential Recycling Services program. All service inquiries and complaints shall be directed to and received by the CVWMA's customer service office. The CVWMA will keep a record of each complaint including the name, address and phone number of the complainant, date of occurrence, nature of occurrence and requested disposition. The

Participating Local Jurisdiction shall pay the Customer Service Assessment monthly on the 1st day of each month for those Curbside Recycling related activities outlined in Section VII with the first payment due by the first collection day to the CVWMA.

The CVWMA will issue monthly invoices for service to cover the Contractors' billings with documentation from the Contractors to support the request for payment. The City of Hopewell agrees to pay invoices within twenty-five (25) business days from the date of receipt by the City of Hopewell for services to received. For all June invoices CVWMA will apply the advance payment submitted by the City of Hopewell the previous July.

ARTICLE VIII. SERVICE INQUIRIES AND COMPLAINTS

The CVWMA will be responsible for communicating to the Contractors service issues and other matters of concern received from the City of Hopewell and residents served by the Municipal Solid Waste Collection and Curbside Recycling services program.

All service inquiries and complaints shall be directed to and received by the CVWMA's customer service office including those calls made directly to the Contractors by customers. All City of Hopewell staff and/or officials shall be instructed to have callers call CVWMA or forward any comments received to CVWMA. Failure to do so will result in such comments/complaints not being included in CVWMA's records for purposes of renewing or evaluating Contractor's performance. The CVWMA will record each complaint into the CVWMA web based computer application. The information, including the address and phone number of the complainant, date of occurrence, nature of occurrence and requested disposition will be available on a real time basis to the Contractors. A representative of each Contractor shall be available to monitor and direct action on the complaints throughout the day.

The Contractor shall have until the end of the current workday to return and collect those missed customers or otherwise resolve the complaint when notified by 10:00 a.m. by the CVWMA. When notified by the CVWMA after 10:00 a.m., the Contractor shall have until the end of the next workday to return and collect those missed customers or otherwise resolve the complaint. For those complaints received on Friday after 10:00 a.m. and by 10:00 a.m., Saturday, the Contractor shall return and collect those customers missed or otherwise resolve the complaint by 6:00 p.m. Saturday. The Contractors shall not be required to return and collect those missed collections where notification is provided after 10:00 a.m. on Saturday. In all instances of missed collections, the Contractors shall make every effort to resolve the complaint the day on which notification of the complaint is received.

At the end of each workday the Contractor shall close out all complaint or other work orders on the CVWMA computer application that have been resolved during that work day. This shall include the disposition and date and approximate time of disposition.

At the beginning of the contract term, the CVWMA shall inform all residents as to complaint procedures, regulations, day(s) for scheduled refuse collection, holiday collection policy and any other matters related to collection. In the event of changes in routes or schedules that will alter the day of pickup, the Contractor shall so notify each resident affected in a manner agreed to by the CVWMA and the City of Hopewell.

ARTICLE IX. NON-APPROPRIATION

The MSW and Curbside Recycling Collection Services implemented and governed by this Agreement are funded solely through funds appropriated to the CVWMA by the City of Hopewell.

The continuation of the terms, conditions and provisions of this Agreement beyond the end of any City of Hopewell' fiscal year is subject to the approval and ratification by the governing body of the City of Hopewell and appropriation of the necessary money to fund this Agreement for the succeeding fiscal year by the City of Hopewell. Should the governing body of the City of Hopewell fail to appropriate necessary funding for MSW and Curbside Recycling Collection Services, the City of Hopewell may terminate this Agreement or any unfunded portion of this Agreement without incurring any penalty, liability or additional costs whatsoever. This shall terminate the Contractor's obligation to provide service under this Agreement in that jurisdiction or portion thereof unless and until funding is restored.

ARTICLE X. FORCE MAJEURE

A. Force Majeure shall mean any cause beyond the reasonable control of the party whose performance is affected, including but not limited to acts of God, war, riot, fire, explosion, wind storm, flood, inability to obtain or use fuel, power, or raw materials, shortage or failure of the usual means of transportation, injunction, action by governments not party to this Agreement, accident, or breakdown of machinery or equipment. Reasonable control of a party shall specifically exclude that party's ability to reach agreement in a labor dispute and that party's ability to settle or compromise litigation.

B. Failure of any party to perform under this Agreement by reason of Force Majeure shall not constitute default or be cause for termination of this Agreement. However, the Contractor shall immediately notify the CVWMA and the City of Hopewell in writing of the failure, including reasons for such failure, and shall make reasonable efforts to correct such failure and to continue performance at the earliest possible date.

C. Should the CVWMA be unable to complete performance under this Contract due to the Contractor's failure to perform by reason of Force Majeure, it shall, where practicable, take all reasonable steps to secure another vendor to perform the work as described in the Agreement according to the already established schedule of rates, fees and charges. Should the CVWMA be unable to secure a vendor to perform according to the established schedule of rates, fees and charges, the parties may agree to a new schedule by written amendment to this Agreement. If the parties are unable to agree on a new schedule, this Agreement shall terminate.

D. City of Hopewell shall have the right in coordination with CVWMA, but not the obligation, to perform MSW and Curbside Recycling Collection Services within their respective jurisdiction by means other than the Contractor at any time during which Force Majeure is in effect in the Participating Local Jurisdictions. For the period Force Majeure is in effect in the Participating Local Jurisdictions, the CVWMA shall not impose any rate, fee or charge for MSW and Curbside Recycling Collection Services within the applicable Participating Local Jurisdiction(s). Any additional costs incurred by the City of Hopewell as a result of using another method (by reason of Force Majeure) other than the Contractor shall be borne by the City of Hopewell.

ARTICLE XI. - TITLE TO MATERIALS

Title to MSW and Recyclable Materials collected pursuant to this Agreement shall pass to the Contractors when removed by the respective Contractor from the resident's premises, placed

in the Contractor's collection vehicle, or removed by the Contractor from a Container or Cart. At no time shall CVWMA have title to any material.

ARTICLE XII. NO PARTNERSHIP

Nothing herein shall be construed to constitute a joint venture between the Contractors, the CVWMA and the City of Hopewell or the formation of a partnership.

ARTICLE XIII. TERMINATION

A. In the event the City of Hopewell lawfully fails to appropriate funds to pay for services received under this Agreement, this Agreement shall terminate within the City of Hopewell. The City of Hopewell shall make every effort to notify the CVWMA of its inability to appropriate funds at least ninety (90) days prior to its effective date.

B. If either of the CVWMA's Contractor fails to perform in a satisfactory manner, or fails to perform in accordance with the terms of the Contract or applicable federal, state and local laws, regulations and ordinances, the City of Hopewell shall have the right to demand, in writing, adequate assurance from the CVWMA and the Contractor that steps have been or are being taken to rectify the situation. Within ten (10) days of receipt of such a demand, the CVWMA shall obtain a response from the Contractor and said response will be immediately forwarded to the City of Hopewell. The CVWMA will determine, in consultation with the City of Hopewell, if the situation has been rectified. However, final decision on whether a situation has been rectified shall rest in discretion of CVWMA after investigation. CVWMA shall provide written notice of its decision in this regard to Hopewell and Contractor within 30 days of receipt if demand from City. In the event that the Contractor has not corrected the situation in accordance with the terms of the Contract with the CVWMA (as ultimately determined by CVWMA in its sole discretion), the City of Hopewell may render notice of termination or participation under the terms of the Agreement with the receipt of written notification to the CVWMA provided not less than 90 days prior to termination.

ARTICLE XIV. AUDIT PROVISIONS

A. CVWMA's records, which shall include but not be limited to all documents, accounting records, written policies and procedures, contract files (including proposals of successful and unsuccessful Offerors), payroll records, original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement, shall be open to inspection by the City of Hopewell and subject to audit and/or reproduction, during normal working hours or at such other times as are mutually agreed upon by the parties, to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by CVWMA or any of its agents or vendors pursuant to this Agreement.

B. For the purpose of such audits, inspections, examinations and evaluations, the City of Hopewell's agent or authorized representative shall have access to records from the effective date of this Agreement, for the duration of the Agreement, and until five (5) years after the date of final payment by City of Hopewell to CVWMA for each fiscal year of service pursuant to this Agreement.

C. The City of Hopewell's agent or authorized representative shall have reasonable access to CVWMA's facilities, shall have reasonable access to all necessary records, and shall be provided reasonable access to adequate and appropriate work space in order to conduct audits in

compliance with this Article. City of Hopewell's agent or authorized representative shall give the CVWMA reasonable advance notice of intended audits.

ARTICLE XV. LICENSES, PERMITS AND CERTIFICATES

The responsibility for ensuring that all licenses, permits and certificates required in connection with any and all parts of the Special Project implemented by this Agreement rests with the Contractors.

ARTICLE XVI. INSURANCE, INDEMNIFICATIONS AND PERFORMANCE BONDS/LETTERS OF CREDIT

A. The Contractors shall be required to carry for the life of its Contract with the CVWMA, Public Liability Insurance, with a company licensed to do business in the Commonwealth of Virginia and in the amount and coverage specified below, in addition to any other contractual liability assumed by the Contractors. The Contractors shall, prior to commencement of work under the Contract, deliver a Certificate of Insurance from a carrier acceptable to the Contractor specifying such limits, with the CVWMA and the City of Hopewell in this special project named as additional insured parties. In addition, the insurer shall agree to give the CVWMA thirty (30) days written notice of its decision to cancel, change or fail to renew coverage. CVWMA will notify the City of Hopewell if this occurs. The CVWMA reserves the option to increase the required insurance amounts if the Contract is renewed beyond the initial five year term.

1. Worker's Compensation
Coverage A - Statutory Requirements

2. Automobile Liability, Including Owned, Non-Owned and Hired Car Coverage
Limits of Liability - \$4,000,000 Combined Single Limit for Bodily Injury and Property Damage

3. Comprehensive General Liability
Limits of Liability - \$4,000,000 Combined Single Limit for Bodily Injury and Property Damage Including:
 - Completed Operations/Products
 - Contractual Liability for Specified Agreements
 - Personal Injury
 - Broad Form Property Damage

NOTE: The levels of coverage required in 2 and 3 can be met either by the primary policy alone or in concert with an excess liability policy.

However, CVWMA shall not be deemed a statutory employer of any Contractor employees.

Pursuant to the Contracts with the Contractors, the Contracts shall be subject to termination by the CVWMA at any time if said insurance shall be canceled by the issuing company or the insurance company is relieved from liability for any reason. Notice of cancellation must be provided to the CVWMA one hundred and twenty (120) days prior to the effective date of said cancellation. The Contracts will not be terminated, if within five (5) working days of receipt of such notice, the affected Contractor files with the CVWMA a certificate evidencing similar

insurance coverage to be effective for the balance of the Contract period.

B. The Contractors and any subcontractors shall indemnify and hold the CVWMA and its officers, agents and employees and the City of Hopewell and its officers, agents and employees harmless from and defend against all claims, damages, losses and expenses, including attorney fees, of whatever kind or nature arising out of or resulting from the Contractor's or any of its subcontractors' providing or failing to provide any construction, product, goods, or services required under the Contracts, including, but not limited to, any such claim, damage, loss or expense, that is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, or to economic loss; provided, however, that the Contractor's or any of its subcontractors' indemnification obligation under the scope of service of the Contracts shall be limited to claims, damages, losses, and expenses caused in whole or in part by any negligent act or omission of the Contractor or any subcontractor performing work required by the Contractor's Contract with the CVWMA, or anyone directly or indirectly employed by any of them or anyone for whose acts the Contractor or any subcontractor may be liable. Bringing of a suit on one or more causes of action will not prejudice or bar subsequent suits on any other causes of action, whether it accrued before or after the first suit.

The Contractor and any subcontractors shall indemnify and hold the CVWMA and its officers, agents and employees and the City of Hopewell and their officers, agents and employees, harmless from and defend against all claims (legal, equitable or administrative), damages, losses, expenses (including expert witness fees), consultant and attorney fees, remediation costs, removal costs, clean-up costs and all other costs, liabilities or expenses arising out of or resulting from the performance of services set forth in the Contract, or the failure to perform said services. It is understood that this indemnification shall extend to any and all claims against the CVWMA or the City of Hopewell by third-parties or agencies of the federal, state or local governments for any environmental liability due to a release of pollutants to the environment, whether imposed by statute, ordinance, regulation or common law, relating to activities under the Contract. It is expressly understood that the CVWMA and the Participating Local Jurisdictions shall have no title to any of the materials collected, transported and disposed of by the Contractor pursuant to the terms of the Contract. This Section shall survive the expiration or termination of the Contracts.

C. The Contractors shall furnish to the CVWMA, and keep current during the term of its Contract, including renewals if applicable, a performance bond for the faithful performance of the Contract and all obligations arising hereunder in the amount equal to thirty percent (30%) of the estimated annual cost of the Contract. Performance bonds may be adjusted at each anniversary of the Contract. Performance bonds shall be executed by a surety company licensed to do business in the Commonwealth of Virginia; having an "A-" or better rating by A. M. Best or Standard and Poor's; and included on the list of surety companies approved by the Treasurer of the United States. Performance bonds shall be in a form acceptable to the CVWMA and included as an Attachment to the respective Contract covering the faithful performance of the Contract. The CVWMA may allow an irrevocable letter of credit in lieu of the performance bond with a banking institution and on terms and conditions acceptable to the CVWMA.

Should the financial condition of the surety or banking institution become unacceptable to the CVWMA, the Contractor shall be notified in writing of that unacceptability. Within sixty (60) days of receipt of said notification, the Contractor shall furnish such additional bond or substitute letter of credit at the Contractor's expense as may be required by the CVWMA to protect its interests.

The Contract shall be subject to termination by the CVWMA at any time if said bond or letter of credit shall be canceled or the surety thereon relieved from liability for any reason. Notice of cancellation of the bond or letter of credit must be served upon the CVWMA one hundred and twenty (120) days prior to the effective date of said cancellation. The Contract will not be terminated, if within five (5) working days of receipt of such notice if the Contractor files with the CVWMA a similar bond or letter of credit to be effective for the balance of the Contract period.

ARTICLE XVII. TITLES OF SECTIONS

Section headings inserted herein are for convenience only, and are not intended to be used as aids to interpretation and are not binding on the parties.

ARTICLE XVIII. AMENDMENT

No modification or amendment of the terms hereof shall be effective unless written and signed by the authorized representatives of all parties entitled to receive a right or obligated to perform a duty under this Agreement. A signed original is to be fastened to the original Agreement with signed copies retained by all the parties. The written modification shall become effective according to the schedule agreed upon by the parties and set forth in any amendment to this Agreement.

ARTICLE XIX. MERGER CLAUSE: PREVIOUS AGREEMENTS SUPERSEDED

This Special Project Service Agreement shall constitute the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are without effect in the construction of any provision or term of the Agreement.

ARTICLE XX. - SEVERABILITY AND WAIVER

In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

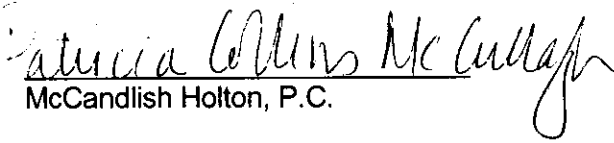
ARTICLE XXI. - DELEGATION

Neither the City of Hopewell, nor the Contractors nor the CVWMA shall delegate its duties under this Agreement without the written consent of the other. Further, as also referenced in Section 25 of the respective Contracts, no assignment of the Contracts or any right accruing under the Contracts shall be made, in whole or in part, by Contractors without the express written consent of the CVWMA and Hopewell.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, CVWMA and the City of Hopewell have caused this Agreement to be executed on their behalf which shall be effective as of the day last executed by each of the parties.

APPROVED AS TO FORM:



Patricia Collins McCullough
McCandlish Holton, P.C.

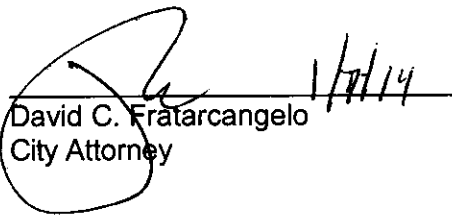
**CENTRAL VIRGINIA
WASTE MANAGEMENT AUTHORITY**

By: 

Kimberly A. Hynes
Executive Director

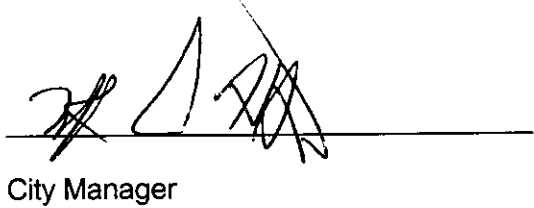
Date: 10/29/13

APPROVED AS TO FORM:



David C. Fratarcangelo
City Attorney

CITY OF HOPEWELL

By: 

City Manager

Date: 2-3-2014

**FIRST ADMENDMENT TO
SPECIAL PROJECT SERVICE AGREEMENT FOR
MUNICIPAL SOLID WASTE (MSW) AND CURBSIDE RECYCLING
COLLECTION SERVICES
BETWEEN
CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY
AND
CITY OF HOPEWELL**

WHEREAS, the Central Virginia Waste Management Authority (hereinafter "CVWMA") and the CFS Group, LLC dba Container First Services (hereinafter CONTRACTOR-MSW) entered into the Hopewell Municipal Solid Waste (MSW) Collection Services Contract (hereinafter Contract-MSW) and CVWMA and County Waste (CONTRACTOR-Recycling) entered into the Curbside Recycling Collection Services Contract (hereinafter Contract-Recycling) beginning July 1, 2014 for an initial period of five (5) years, expiring June 30, 2019; and

WHEREAS, the CVWMA and CONTRACTOR-MSW have executed the First Addendum to the Contract-MSW which renews the Contract-MSW for an additional five (5) year period; and

WHEREAS, the CVWMA and CONTRACTOR-Recycling will not be exercising the option to renew Hopewell Curbside Recycling Collection Services; and

WHEREAS, the CVWMA and the City of Hopewell wish to execute this First Amendment to the Special Project Service Agreement for Municipal Solid Waste Collection Services and Curbside Recycling Collection Services (hereinafter "Agreement") to reflect the adopted changes in the Contract-MSW's First Addendum, extending the MSW portion of the Agreement for five (5) years beginning July 1, 2019 and to terminate the Curbside Recycling Collection Services portion of the Agreement effective June 30, 2019; and

WHEREAS, this First Amendment shall be effective July 1, 2019; and

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants hereinafter provided:

BE IT RESOLVED, that this First Amendment to the Agreement is made between CVWMA, its successors and assigns, having its principal place of business at 2100 W Laburnum Avenue, Suite 105, Richmond VA 23227, and (if executed on the appropriate page 4 – signature – end page of this agreement) the City of Hopewell ("City" or "Hopewell")

1. **TITLE**, delete "And Curbside Recycling Collection Services" from the Title of the Agreement.

2. **ARTICLE I.B.**, delete and replace with the following:

B. The CVWMA, subject to the terms and conditions of this Agreement, agrees to implement MSW Collection Services as reflected in a Contract for Municipal Solid Waste with the CFS

Group, LLC and approved and authorized by the CVWMA Board of Directors by Resolution 14-01 on August 16, 2016 and as described in RFP 13-55 issued April 26, 2013 (hereinafter "RFP"); and in accordance a proposal offered and negotiate with the CFS Group, LLC for MSW Collection Services.

3. **ARTICLE II – DEFINITION OF CONTRACTORS**, delete 12. Contract and 13. Contractors and replace with the following:

12. *Contract* – shall mean the written document and all amendments thereto, between the CVWMA and the Contractor, governing the provision of Municipal Solid Waste (MSW) Collection Services.

13. *Contractor* – shall mean the individual, firm, partnership, joint venture, corporation, or association performing Municipal Solid Waste (MSW) under Contract with the Central Virginia Waste Management Authority (CVWMA) and for purposes of this Agreement shall mean the CFS Group dba Container First Services for MSW Collection Services.

4. **ARTICLE IV. DELIVERY CONDITIONS**, delete all references to curbside recycling and processing and marketing of recyclable material.

5. **ARTICLE V., SCOPE OF SERVICES**, delete all of Paragraph N. and all other references to curbside recycling and processing and marketing of recyclable material.

6. **ARTICLE VI. COMPENSATION FOR SERVICES AND RATE ADJUSTMENTS, Part A**, delete and replace with the following:

A. The following services shall be provided by the Contractor at the rates specified; the rates are those that shall be in effect for the five-year remaining term of Contract, beginning on or about July 1, 2019 and ending June 30, 2024.

PER UNIT MONTHLY MSW COLLECTION SERVICE*	
MSW Residential Collection	
Utilize existing Hopewell provided 96-gallon Carts and replace up to 1 per ERU as necessary beginning July 1, 2014, CURB	\$8.10 per HH
Contractor Provided Carts - EACH ADDITIONAL CART	\$62 for the cart
Litter Baskets	\$1.35 per basket per collection

BULK MSW COLLECTION

MONTHLY 40 CUBIC YARD OPEN TOP RENTAL	\$ 0
PULL CHARGE--30 CUBIC YARD OPEN TOP ROLL-OFF	\$135.00
PER TON DISPOSAL	\$28.00
PER TON CHARGE FOR SPECIAL BULKY WASTE DISPOSAL	\$32.00
PER CU Yd CHARGE FOR SPECIAL BULKY WASTE PICK-UP	\$5.85

MONTHLY FRONT END LOADER SERVICE,

2 CUBIC YARD, 1 TIME PER WEEK	\$26.75
2 CUBIC YARD, 2 TIMES PER WEEK	\$48.15
2 CUBIC YARD, 3 TIMES PER WEEK	\$67.41
2 CUBIC YARD, 4 TIMES PER WEEK	\$82.82
2 CUBIC YARD, 5 TIMES PER WEEK	\$95.14
2 CUBIC YARD, ON CALL	\$26.75
4 CUBIC YARD, 1 TIME PER WEEK	\$38.84
4 CUBIC YARD, 2 TIMES PER WEEK	\$73.80
4 CUBIC YARD, 3 TIMES PER WEEK	\$105.26
4 CUBIC YARD, 4 TIMES PER WEEK	\$133.57
4 CUBIC YARD, 5 TIMES PER WEEK	\$159.06
4 CUBIC YARD, ON CALL	\$32.10
6 CUBIC YARD, 1 TIME PER WEEK	\$52.97
6 CUBIC YARD, 2 TIMES PER WEEK	\$100.63
6 CUBIC YARD, 3 TIMES PER WEEK	\$143.54
6 CUBIC YARD, 4 TIMES PER WEEK	\$182.16
6 CUBIC YARD, 5 TIMES PER WEEK	\$216.91
6 CUBIC YARD, ON CALL	\$37.45
8 CUBIC YARD, 1 TIME PER WEEK	\$64.20
8 CUBIC YARD, 2 TIMES PER WEEK	\$115.56
8 CUBIC YARD, 3 TIMES PER WEEK	\$163.71
8 CUBIC YARD, 4 TIMES PER WEEK	\$207.05
8 CUBIC YARD, 5 TIMES PER WEEK	\$246.10
8 CUBIC YARD, ON CALL	\$42.80

7. **ARTICLE VI. COMPENSATION FOR SERVICES, Paragraph B and C. thru ARTICLE XXII – DELEGATION,** delete all references to curbside recycling collection services, processing and marketing recyclable material.

BE IT FURTHER RESOLVED, that all other terms, conditions and provisions of the original Contract are reaffirmed and remain in full force and effect as if set out in full in this addendum.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment and it shall be effective July 1, 2019.

APPROVED AS TO FORM:

CENTRAL VIRGINIA WASTE
MANAGEMENT AUTHORITY


McCandlish Holton

By: 

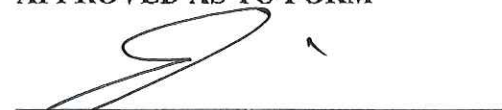
Kimberly A. Hynes
Executive Director

Date: 6/5/2019

Date: 6/5/19

APPROVED AS TO FORM

CITY OF HOPEWELL


City Attorney

By: 
City Manager or Designee

Date: 7.16.19

HOPEWELL MUNICIPAL SOLID WASTE (MSW) COLLECTION SERVICES CONTRACT
between
CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY
and
THE CFS GROUP, LLC dba CONTAINER FIRST SERVICES

WHEREAS, the Central Virginia Waste Management Authority (hereinafter "CVWMA") has received and evaluated proposals from offerors in response to Request for Proposals (RFP) 13-55, Municipal Solid Waste (MSW) Collection and Curbside Recycling Services; and,

WHEREAS, The CFS Group, LLC dba Container First Services, (hereinafter "Contractor") submitted a proposal in response to the RFP issued on April 26 2013 for both waste and recycling; and

WHEREAS, the CVWMA and the Contractor have engaged in negotiations regarding the provision of MSW Collection services for the City of Hopewell; and the CVWMA has, by Resolution 14-01, authorized the Executive Director to execute the necessary contract; and,

WHEREAS, the CVWMA desires to hire the Contractor to provide those Hopewell MSW Collection Services specified hereinafter and

WHEREAS, the Contractor desires to provide those MSW Collection Services specified hereinafter;

NOW THEREFORE, the CVWMA and the Contractor do hereby agree as follows:

SECTION 1. DEFINITIONS

For the purpose of this Contract, hereinafter referred to as the "Contract", definitions contained in this Section shall apply unless otherwise specifically stated. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender shall include the feminine gender. The word "shall" is always mandatory and not merely discretionary.

1. *Authority or CVWMA* - shall mean the Central Virginia Waste Management Authority, the instrumentality created under the provisions of the Virginia Water and Waste Authorities Act, §15.2-5100 et. seq., and includes the individual members (or voting alternates) of the CVWMA Board of Directors, and the officers, agents or employees of the Central Virginia Waste Management Authority. For the purposes of this Contract, "Authority" shall not include the governing bodies, the individual elected officials of the participating local jurisdictions served by this Contract, except those elected officials who serve as members or alternates of the CVWMA Board of Directors, nor the employees or agents of the participating local jurisdictions acting on behalf of their employer or principal, respectively.
2. *Bags* – Plastic sacks designed for refuse with sufficient wall strength (minimum 0.85 mils thick) to maintain physical integrity when lifted by top; securely tied at the top for collection, with a capacity not to exceed 30 gallons and a loaded weight not to exceed 35 lbs.
3. *Bulky Waste* – A large appliance, piece of furniture or other waste material from a residential source other than Construction Waste or non-Household Hazardous Waste, that cannot

be placed in a cart or container due to size. Bagged leaves and/or grass clipping is considered Bulky Waste. If other Bulky Waste is placed at the curb, the bagged leaves / grass clippings are included in the calculation of the maximum to be collected. Bundled yard waste/brush shall be included in the calculation also.

4. *Bundle* – Yard and garden trimmings securely tied together forming an easily handled package not exceeding four (4) feet in length or seventy-five (75) lbs. in weight.
5. *Cart* – A receptacle with an approximate capacity of 68 or 95 gallons, having a hinged, tight fitting lid. Carts shall also have wheels and be able to be emptied, as decided by the Contractor, by Contractor's hydraulic lifting/tipping unit as part of the collection operation. Residents will continue to utilize carts previously provided by the City of Hopewell. At the termination of this Contract all carts provided to residents by the City of Hopewell will be the property of the City of Hopewell. See Section 4.A for more detail. Lost or broken Carts will be replaced by the Contractor (1 per Equivalent Residential Unit over the term of the Contract). Replacement Carts provided by the Contractor will be the property of the Contractor at the termination of this Contract.
6. *Construction Waste* – Waste produced or generated during construction, remodeling, or repair of pavements, houses, commercial buildings, and other structures as defined in 9 VAC 20-130-10 or as may hereafter be defined by the Virginia Department of Environmental Quality. Construction Waste includes, but is not limited to, lumber, wire, sheetrock, broken brick, shingles, glass, pipes, concrete, paving materials, metal and plastic if they are part of the construction material or empty containers for such material. Paint, coatings, solvents, asbestos-containing material, any liquid, compressed gasses or semi-liquids are not Construction Waste but are considered Hazardous Waste.
7. *Containers* – (a) Reusable Containers – carts provided by Contractor (or previously the City). Personal reusable containers will not be collected by the Contractor. (b) Non-reusable Containers - See definition of Bags
8. *Contract* – shall mean the written document and all amendments thereto, between the CVWMA and the Contractor, governing the provision of Containerized Municipal Solid Waste (MSW) Collection Services.
9. *Contractor* - shall mean the individual, firm, partnership, joint venture, corporation, or association performing Containerized Municipal Solid Waste (MSW) Collection Services under this Contract with the Central Virginia Waste Management Authority (CVWMA). For purposes of this Contract that shall mean **The CFS Group, LLC dba Container First Services.**
10. *Equivalent Residential Unit (ERU)* – A hotel, lodging house, restaurant, church, store, market, manufacturing plant, commercial establishment or other entity which receives residential type MSW collection and which is defined by the locality as equivalent to a Residential Unit for the purpose of Municipal Solid Waste collection.
11. *Force Majeure* – shall mean any cause beyond the reasonable control of the party whose performance under this Contract is adversely affected, including but not limited to acts of God, change in law, war, riot, fire, explosion, wind storm, flood, inability to obtain or use fuel, power, or raw materials, shortage or failure of the usual means of transportation, injunction, action by governments not party to this Contract, accident, breakdown of

machinery or equipment. "Reasonable control" of a party shall specifically exclude that party's ability to reach agreement in a labor dispute and that party's ability to settle or compromise litigation.

12. *Garbage* – readily putrescible discarded materials composed of animal, vegetable or other organic matter as defined in 9 VAC 20-130-10.
13. *Hazardous Waste* - Waste designated as hazardous by Federal law or by regulation of the United States Environmental Protection Agency or the Virginia Department of Environmental Quality.
14. *Household Waste* - Any waste material, including Garbage, Trash and Refuse, derived from households as defined in 9 VAC 20-130-10, and shall not include Hazardous Waste as defined herein.
15. *Litter* - All waste material disposable packages or containers, but not including the wastes of the primary processes of mining, logging, farming, or manufacturing.
16. *Litter Baskets* - containers owned and maintained by the Participating Local Jurisdiction, Hopewell, which are placed in public areas and used by the public for the deposit of litter.
17. *Member Jurisdictions* – shall mean the members of the CVWMA including the Counties of Charles City, Chesterfield, Goochland, Hanover, Henrico, New Kent, Powhatan and Prince George; the Cities of Colonial Heights, Hopewell, Petersburg, Richmond and the Town of Ashland.
18. *Municipal Solid Waste* –Bulky Waste, Garbage, Rubbish, Trash, Litter and/or Yard Waste.
19. *Monthly Service Fee* –The amount charged by the Contractor to CVWMA per month for weekly collection and disposal of municipal solid waste from a Residential or Equivalent Residential Unit.
20. *Participating Local Jurisdiction* - shall mean the City of Hopewell who will have executed the Special Project Service Agreement for Municipal Solid Waste (MSW) Collection Services pursuant to Article 11 of the CVWMA Articles of Incorporation.
21. *Refuse* – All solid waste products having the character of solids rather than liquids and that are composed wholly or partially of materials such as Garbage, Trash, Rubbish, Litter, residues from clean-up of spills or contamination, or other discarded materials as defined in 9 VAC 20-130-10, and shall not include Hazardous Waste as defined herein.
22. *Residential Unit* – A group of rooms located within a building and forming a single inhabitable unit with facilities which are used or are intended to be used for living, sleeping, cooking, and eating and other daily activities.
23. *Routine Bulky Waste Collection* – The collection of an amount of Bulky Waste that does not exceed the quantity of material that could safely be placed in and transported by a one-half ton pick-up truck.
24. *Rubbish* - Combustible or slowly putrescible discarded materials that include, but are not limited to, Yard Waste, printed matter, plastic and paper products, grass, rags and other

combustible or slowly putrescible material not included under the term "Garbage" as defined in 9 VAC 20-130-10.

25. *Special Bulky Waste Collection* – The collection of an amount of Bulky Waste that exceeds the quantity of material that could safely be placed in and transported by a one-half ton pick-up truck
26. *Special Project Service Agreement* - shall mean an agreement between the CVWMA and the Participating Local Jurisdictions specifying the terms and conditions under which those jurisdictions will participate in the program outlined in the Contract between the CVWMA and the Contractor.
27. *Service Area* – shall mean that geographic area serviced by the Contractor providing Municipal Solid Waste (MSW) Collection Services pursuant to this Contract as determined by the CVWMA and the Participating Local Jurisdictions.
28. *Trash* - Combustible and noncombustible discarded materials and is used interchangeably with the term rubbish.
29. *Yard Waste* -- Prunings, grass clippings, weeds, leaves, brush, and general yard and garden wastes. See "Bundle" and "Bulky Waste".

SECTION 2. TERM OF CONTRACT

A. This Contract shall be for a five (5) year term commencing on or about July 1, 2014 and ending June 30, 2019.

B. **Option to Renew.** The CVWMA and the Contractor, by written mutual agreement, may extend this Contract under similar terms and conditions necessary to effect the intent of the RFP and/or Contract for an additional five (5) year period. During the renewal term and/or process the Contractor may petition CVWMA to modify an existing term to reflect any market change or to effectuate the intent and scope of services outlined in this Contract. The written agreement to extend the Contract shall be made not less than one hundred eighty (180) days prior to the expiration of its then current term or period.

SECTION 3. SCOPE OF CONTRACT

The CVWMA, as grantor, grants the Contractor, as grantee, the exclusive right during the term of this Contract to collect and dispose of residential solid waste as specified in the Scope of Services of this Contract. The CVWMA warrants that it has the authority to grant such an exclusive right as described in this Contract through the terms of its Service Agreement with the Participating Local Jurisdictions.

The CVWMA covenants that during the term of this Contract, it will not engage other individuals or itself become involved in the activity of collection and disposing of residential solid waste or any other similar activity that would impair the exclusive right of the Contractor within the Participating Local Jurisdiction.

SECTION 4. SCOPE OF SERVICES

A. General Requirements – Except as provided in more detail in the Specific Requirements set forth below, the Contractor shall provide MSW Collection services for Residential and Equivalent Residential Units. It is the resident's responsibility to see that Carts, Containers, Bags, and/or Bundles are placed at the designated location (including back yard if approved alternate collection or curbside) by 7:00 a.m. on the designated collection day. Curbside refers to that portion of the right-of-way adjacent to paved or traveled roadways.

The Contractor may decline to collect any Cart, Container, Bag, Bulky Waste, or Bundle improperly set out or not defined in the Definitions; any Cart, Container, Bag, or Bundle containing material other than MSW; Routine Bulky Waste (see Section 4.C below) and/or other waste that does not meet the applicable definition in Section 1; or any MSW not properly contained in an appropriate Cart, Container, Bag or Bundle. Where the Contractor has reason to leave waste materials uncollected at a residence, the resident shall be informed by the Contractor at the scheduled time of collection by written notice as to why the material was not collected. Once serviced, the Cart or Container (if applicable) shall be returned to the place where it was set out unless specifically instructed to do otherwise by the Participating Local Jurisdiction and if applicable, its cover replaced. Containers not provided by the Contractor or the City of Hopewell other than bags will not be serviced and the Contractor shall not be responsible for them.

Upon commencement of this Contract, residents will continue to use Carts previously provided by the City of Hopewell. The Contractor will assume responsibility for maintenance of these Carts during the term of the Contract but title to these Carts shall remain with the City of Hopewell. During the term of this Contract, the Contractor will be responsible for providing replacement carts, a maximum of one per ERU, for any cart that is lost or stolen or damaged to the point that it can no longer be used at no cost to the ERU or to the City of Hopewell. Carts provided by the Contractor and not purchased by the City or the resident during the term of the Contract shall be the property of the Contractor at the termination of this Contract. Residents may purchase additional carts for fees specified in Section 5. Any Cart that is provided by the Contractor for the collection of MSW under this Contract shall be hot-stamped with the CVWMA logo and the CVWMA customer service telephone number. Carts provided by the Contractor shall have a Radio Frequency Identification (RFID) tag. The CVWMA shall provide the necessary artwork and shall have final approval of the hot stamp design and have an RFID tag. The Color of any Cart provided by the Contractor shall be approved by CVWMA prior to distribution.

The Contractor shall notify the CVWMA when any Cart deemed no longer serviceable is removed.

The Contractor shall cooperate with the CVWMA and the City of Hopewell to inform residents regarding complaint procedures, regulations, day(s) for scheduled MSW collection, holiday collection policy and any other matters related to MSW Collection.

B. Alternate Location Service – Collection of MSW from a Residential or Equivalent Residential Unit where all adult occupants residing therein require assistance shall be made from an alternate location than that generally required of residents. Such requests for alternate location service will be made to the CVWMA by the resident or a representative of the resident, approved by the CVWMA and communicated to the Contractor in writing. No additional monies shall be due to the Contractor for the provision of alternate location service. Alternate location service is anticipated to be no more than three (3) percent of the aggregate units in the localities serviced under the Contract. The Contractor will provide each collection crew

with a list of said addresses, by route, to ensure driver awareness of the responsibility to provide this alternate service.

C. Bulky Waste Collections – Routine Bulky Waste Collections will be made from residents of the service area as needed as part of the normal provision of services under the Contract. The amount of Bulky Waste that constitutes a Routine Bulky Waste Collection shall be as defined in Section 1. Bags of leaves and/or Bundled Yard Waste shall be included in the calculation of the amount of Routine Bulky Waste acceptable for collection.

Participating Local Jurisdictions will notify the CVWMA that a Special Bulky Waste Collection, as defined in Section 1, above, is needed. The CVWMA will contact the Contractor to schedule the Special Bulky Waste Collection. Once requested, Special Bulky Waste Collections shall begin within three (3) working days.

Should the frequency with which materials are set out for Routine Bulky Waste Collection at any Residential or Equivalent Residential Unit suggest that a Special Bulky Waste Collection is actually required; the Contractor shall notify the CVWMA. The CVWMA and the Participating Local Jurisdiction will assess the situation and make a determination as to whether it should be classified as a Special Bulky Waste set out. If the CVWMA and the Participating Local Jurisdiction determine that the set out requires a Special Bulky Waste Collection, it will be considered as such for purposes of service and billing. The final determination and discretion shall rest with the CVWMA.

The Contractor shall deliver appliances containing CFC/HCFC's that are collected in the City of Hopewell to a site mutually agreeable to all parties. The City of Hopewell shall be responsible for the cost of evacuation of the CFC/HCFC's shall receive all revenue from the sale of the metal from the subsequent recycling of the appliances, but shall not be responsible for the cost of transport to the site. Contractor shall be responsible for any release of CFC/HCFCs from appliances from collection to delivery to the mutually agreed upon site for removal of the CFC/HCFCs

D. Hours of Collection – Except as noted below, normal hours of collection are to be from 7:00 a.m. to 7:00 p.m., Monday; or 7:00 a.m. to 7:00 p.m., Tuesday, during a week with a holiday that occurs on Monday. Exceptions may be made only when the Contractor has reasonably determined that an exception is necessary to complete collection of an existing route due to unusual circumstances. The Contractor shall request the exception in writing and the CVWMA must approve any such exception regarding extension of hours of collection or additional day.

E. Holidays – The following holidays will be observed as non-collection days by the Contractor: New Year's Day, Memorial Day, Independence Day, Labor Day and Christmas Day. When service does not occur because of a holiday, the Contractor shall provide service on the day following the normal collection day in order to provide once a week collection. The suspension of collection service on any holiday in no way relieves the Contractor of his/her obligation to provide collection service at least once per week. Extending the hours of service to meet this obligation is subject to CVWMA approval.

F. Inclement Weather – The Contractor shall be responsible for canceling collection operations as a result of inclement weather. The Contractor will notify the appropriate CVWMA staff immediately by telephone message, email and facsimile transmittal of any decisions regarding delay, modification, or suspension of service as soon as a decision is made. If collection is

suspended or canceled by the Contractor, the Contractor agrees to perform collection on the next possible regular working day of the same week. In the event that inclement weather results in the necessity to cancel service for more than two days of a regular collection schedule, the Contractor shall endeavor to make-up days of canceled service during the same collection week. In the event that the Contractor cancels collection due to inclement weather and is unable to make up the canceled service, the CVWMA shall be entitled to an adjustment on the monthly billing to reduce the cost of service in proportion to the number of canceled and lost collection days. The adjustment shall be calculated by multiplying the number of Residential and Equivalent Residential Units that did not receive collection services by 75 percent of the prorated Monthly Service Fee for collection and the adjustment shown as a credit on the invoice submitted by the Contractor to the CVWMA for services during the month in which the cancelled days occurred. The CVWMA agrees to assume responsibility for reasonable public notice of the cancellation of MSW Collection Services due to inclement weather.

G. Routes, Schedule of Collections and Unit Counts – The Contractor shall provide the CVWMA with photo-reproducible maps of collection routes and keep such information current at all times. All Hopewell collections will be done on Monday unless delayed by holiday or inclement weather as noted in paragraphs E and F above.

Not less than thirty (30) days prior to commencing service, the Contractor agrees to furnish, for the CVWMA's approval, maps of all routes to be used in serving the area as specified in this Contract. Any changes in routes and/or schedules will also be subject to the CVWMA's approval, which will not be unreasonably withheld.

The Contractor shall comply with all height and weight restrictions for any bridge, road or tunnel or other access way. At the request, and under the authority of, a Participating Local Jurisdiction, the CVWMA may inform the Contractor that its vehicles are denied access to certain streets, alleys, bridges and public ways where it is in the interest of the general public to do so because of conditions of the streets or bridges or the nature of development in the general area. Notice shall be given by the CVWMA prior to such denial so as not to unduly interfere with the Contractor's normal operations and scheduling.

The CVWMA will provide the Contractor with the number of Residential and Equivalent Residential Units on a monthly basis. The Contractor may perform unit counts if they do not agree with the count provided. A representative of the CVWMA and/or the Participating Local Jurisdiction may be involved in the conduct of unit counts. The Contractor may do the unit count in conjunction with the distribution of Carts. Unit counts shall be reviewed and approved by the CVWMA and will be the basis for the billing of Monthly Service Fees.

H. Collection Equipment – An adequate number of vehicles shall be provided by the Contractor to collect MSW in accordance with the terms of this Contract. The vehicles must be sufficient to handle the special requirements of adverse weather and holiday or seasonal overloads as applicable. Any proposed change in the equipment during the Contract period shall be submitted in writing by the Contractor to the CVWMA. The vehicles shall be licensed in the Commonwealth of Virginia and shall operate in compliance with all applicable federal, state, and local laws and regulations and must be of type appropriate for services under this Contract.

The Contractor shall keep all vehicles and other equipment in proper repair and sanitary condition. Each vehicle shall bear, the name and phone number of the Contractor plainly visible on both cab doors. Each vehicle shall be uniquely numbered in lettering at least three (3) inches high. During operation on routes served through this Contract, each truck shall display temporary signage on each side of the vehicle indicating the CVWMA telephone number customers should call to report service issues or complaints. Lettering on signs with CVWMA information should be at least three (3) inches high. The design of temporary signage shall be approved in writing by

the CVWMA. This signage shall be removed when trucks are used by the Contractor for non-CVWMA activities.

Each truck shall be equipped (minimum shovel and broom) to clean up MSW that may be spilled or otherwise scattered during the process of collection. All vehicles shall be sufficiently secure so as to prevent any littering of solid waste and to meet all applicable federal, state and local regulations. No vehicles shall be willfully overloaded.

All equipment shall be kept well painted, in good repair and appearance and in a sanitary, clean condition in order to meet reasonable community standards of appearance at all times. The CVWMA shall be the sole judge of community standards of appearance. To ensure compliance herewith, the CVWMA reserves the right to inspect the Contractor's collection vehicles at any time to ascertain said sanitary condition. Accordingly, the Contractor shall provide written notification as to the storage or staging location of the collection vehicles. Failure to keep a truck in generally operable condition and acceptable appearance shall, after inspection and notice, cause the exclusion of that truck from the performance of MSW Collection Services. If a significant number of collection vehicles are in ill repair Contractor may be subject to default.

The Contractor shall have available, at all times, reserve equipment which can be put into service and operation within two (2) hours of any breakdown or determination that a vehicle is not acceptable. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the duties required by the Contract.

I. **Personnel** – The Contractor shall maintain an office within the CVWMA Service Area that has adequate staff and resources needed to carry out the requirements of the Contract.

The Contractor shall assign one or more qualified field supervisors to oversee MSW Collection services and shall provide the name(s) of the person(s) in writing to the CVWMA. The supervisor shall have radio or cellular communication with the Contractor's office. The Contractor shall provide the CVWMA with an emergency phone number where the supervisor or other designated employee of the Contractor can be reached outside of the required collection hours.

The Contractor shall prohibit all drivers and crewmembers from drinking or being under the influence of alcoholic beverages, illegal drugs or any other substance that may impair performance.

The Contractor shall require its employees to be courteous at all times, to work quietly and not to use loud or profane language. Each employee shall wear a company uniform clearly labeled with the name of company and employee. Clothing will be as neat and clean as circumstances permit. Shirts with sleeves shall be required at all times. Each employee shall wear Class 2 or Class 3 ANSI/ISEA 107-2004 compliant high-visibility safety apparel while working in the City rights-of-way.

The Contractor's employees shall follow the regular walkways for pedestrians while on private property, shall not trespass or loiter on private property, shall not cross property to adjoining property, and shall not meddle or tamper with residents' real or personal property.

The Contractor shall employ and assign qualified personnel to perform all the services

set forth herein. The Contractor shall be responsible for ensuring that its employees comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position.

All drivers of vehicles utilized by a Contractor in providing MSW Collection Services shall hold a valid Virginia driver's license for operation of the type of vehicle being utilized, and shall comply with all other licensing requirements of federal, state or local laws or ordinances.

The Contractor's employees, officers, and agents shall at no time be allowed to identify themselves or in any way represent themselves as being employees or agents of the CVWMA or Participating Local Jurisdiction.

J. Disposal Site -- The Contractor shall be totally responsible for all equipment while operated on any disposal site whether publicly or privately operated. The location of the permitted disposal site to be used under the terms of this Contract shall be specified by the Contractor. Any change in disposal site shall be communicated in writing to the CVWMA.

K. Hopewell Specific Requirements

Once a week collection at the curb shall be provided to each Residential Unit or Equivalent Residential Unit. As noted in Section 2, the estimated number of Units is 8,650. Routine Bulky Waste Collection and Collection of Bundled Yard Waste are included as part of the specified service.

Front-end loading containers and collection as specified below shall also be provided for the following public facilities located in the City of Hopewell (Current Collection sizes and frequency are subject to change):

<u>LOCATION</u>	<u>ADDRESS</u>	<u>CAPACITY</u>	<u>COLLECTION FREQUENCY</u>
Animal Shelter	507 Station St	2 Cu Yd	Th
City Garage	103 S Hopewell St	8 Cu Yd	Th
City Garage	103 S Hopewell St	4 Cu Yd	Th
Health Department	220 Appomattox St	6 Cu Yd	MTh
*Hopewell HS	400 S Mesa Dr	6 Cu Yd	MF
*Hopewell HS	400 S Mesa Dr	6 Cu Yd	MF
*Hopewell HS	400 S Mesa Dr	8 Cu Yd	MWF
*Hopewell HS	400 S Mesa Dr	8 Cu Yd	MTWTF
*New Patrick Copeland ES	400 Westhill Dr.	6 Cu Yd	MTWTF
City Hall	300 N Main St	6 Cu Yd	MWF
Dupont ES	300 S 18 th Ave	8 Cu Yd	TWThF
*Woodlawn ES	1100 Dinwiddie Ave	8 Cu Yd	MWF
*Carter G. Woodson MS	1000 Winston Churchill	8 Cu Yd	MWF
*Carter G. Woodson MS	1000 Winston Churchill	8 Cu Yd	MWF
Fire Department #1	100 S Hopewell St	2 Cu Yd	T

Community Center	100 W City Point Rd	6 Cu Yd	M
*Harry E. James ES	1807 Arlington Rd	8 Cu Yd	TWThF
Recreation Center	103 S Hopewell St	6 Cu Yd	TTh
New Courts Building	100 E Broadway	8 Cu Yd	T
Mallonee Gym	103 12 th Ave N	4 Cu Yd	TF
Atwater Park	101 Atwater Ave	6 Cu Yd	TF
Myrner Field	103 12 th Ave N	4 Cu Yd	T
Wastewater Plant	231 Hummel Ross Rd	2 Cu Yd	Th
Wastewater Plant	231 Hummel Ross Rd	4 Cu Yd	Th
Wastewater Plant	231 Hummel Ross Rd	8 Cu Yd	MTh
Hopewell Marina	1051 Riverside Dr	4 Cu Yd	F
Hopewell Marina	1051 Riverside Dr	4 Cu Yd	F

* Collection at schools shall be provided after the school lunch period.

During the term of this Contract there may be changes to the above list of sites receiving FEL service. The Contractor shall be notified in writing by the CVWMA of any changes to the above listing. The Contractor will also provide service and maintain 30 cu yd open-top containers at the Citizen Convenience Center located on Station Street: Currently, five (5) containers are in use at this facility.

In addition, 18 mesh-style litter baskets at locations within the downtown area of the City of Hopewell shall be serviced on a weekly basis.

L. Monthly and Annual Reports

The Contractor will submit to CVWMA monthly reports and annual reports. At a minimum, the Contractor shall include the following information in their monthly reports:

1. Total quantities of trash collected / disposed (in tons).
2. Number of loads of residential trash from the City.
3. Current count of carts by size and collection frequency (i.e., number of 68- and 95-gallon carts;).
4. List of all facilities used for trash disposal.
5. Log of all resident addresses where "education tags" were left because of Prohibited Materials set out for trash collection.

At a minimum, the Contractor shall include the following information in their annual reports:

1. Total quantities of trash collected and disposed as collected from within the City (in tons).
2. List of all trash disposal facilities utilized.
3. Actual number of total bulky item collection occurrences by sub-type (e.g., bulky items requiring special processing, bulky items not requiring special processing, other waste). Monthly reports shall be due to the CVWMA by the 15th day of the month following the service. Annual reports shall be due by July 31 of each year. The Contractor shall include in its annual report recommendations for continuous improvement in the City's trash program (e.g., public education, etc.).

Actual truck scale weight ticket receipts must be maintained on file for at least five (5) years from the actual date and made available to the CVWMA or its agent immediately upon request.

M. Annual Performance Meeting

Upon receipt of the Contractor's annual report, the CVWMA shall schedule an annual meeting with the Contractor. Once concluded, the report from the CVWMA shall be presented to the City Council and a meeting will be held between the Council, CVWMA and Contractor to review the performance of the contract. The objectives of this annual meeting will include, but not be limited to, the following:

1. Review the annual report, including trends in trash quantities.
2. Review Contractor's performance based on feedback from residents to the CVWMA and/or City staff.
3. Review Contractor's recommendations for improvement to the City's trash program, including enhanced public education and other opportunities.
4. Review CVWMA and City staff recommendations for Contractor's service improvements.
5. Discuss other opportunities for improvement during the remainder of the Contract.

SECTION 5. COMPENSATION FOR SERVICES AND RATE ADJUSTMENTS

A. The services described in this Contract shall be provided by the Contractor at the rates specified; the rates are those that shall be in effect for the five-year term of Contract term, July 1, 2014 through June 30, 2019:

PER UNIT MONTHLY MSW COLLECTION SERVICE*		
Residential Collection		
Utilize existing Hopewell provided 96-gallon Carts and replace up to 1 per ERU as necessary, CURB		\$7.00 per HH
Contractor Provided Carts - EACH ADDITIONAL CART		\$58 for the cart
OTHER		
Litter Baskets collection		\$1.12 per basket per

BULK MSW COLLECTION	
MONTHLY 40 CUBIC YARD OPEN TOP RENTAL	\$ 0
PULL CHARGE--30 CUBIC YARD OPEN TOP ROLL-OFF	\$125.00
PER TON DISPOSAL	\$22.50

PER TON CHARGE FOR SPECIAL BULKY WASTE DISPOSAL	\$30.00
PER CU Yd CHARGE FOR SPECIAL BULKY WASTE PICK-UP	\$5.85

MONTHLY FRONT END LOADER SERVICE,	
2 CUBIC YARD, 1 TIME PER WEEK	\$25.00
2 CUBIC YARD, 2 TIMES PER WEEK	\$45.00
2 CUBIC YARD, 3 TIMES PER WEEK	\$63.00
2 CUBIC YARD, 4 TIMES PER WEEK	\$77.40
2 CUBIC YARD, 5 TIMES PER WEEK	\$88.92
2 CUBIC YARD, ON CALL	\$25.00
4 CUBIC YARD, 1 TIME PER WEEK	\$36.30
4 CUBIC YARD, 2 TIMES PER WEEK	\$68.97
4 CUBIC YARD, 3 TIMES PER WEEK	\$98.37
4 CUBIC YARD, 4 TIMES PER WEEK	\$124.83
4 CUBIC YARD, 5 TIMES PER WEEK	\$148.65
4 CUBIC YARD, ON CALL	\$30.00
6 CUBIC YARD, 1 TIME PER WEEK	\$49.50
6 CUBIC YARD, 2 TIMES PER WEEK	\$94.05
6 CUBIC YARD, 3 TIMES PER WEEK	\$134.15
6 CUBIC YARD, 4 TIMES PER WEEK	\$170.24
6 CUBIC YARD, 5 TIMES PER WEEK	\$202.72
6 CUBIC YARD, ON CALL	\$35.00
8 CUBIC YARD, 1 TIME PER WEEK	\$60.00
8 CUBIC YARD, 2 TIMES PER WEEK	\$108.00
8 CUBIC YARD, 3 TIMES PER WEEK	\$153.00
8 CUBIC YARD, 4 TIMES PER WEEK	\$193.50
8 CUBIC YARD, 5 TIMES PER WEEK	\$230.00
8 CUBIC YARD, ON CALL	\$40.00

B. The CVWMA shall make payments to the Contractor within thirty (30) days after receipt of a complete and satisfactory billing invoice by the 10th of the month for services provided the previous month. Invoices shall not be considered complete until required monthly reporting is received. The invoice shall detail the charges for each individual site and indicate the date of service of each collection.

C. No annual adjustments will be made to the Contract fees listed above.

D. The Contractor may petition the CVWMA at any time for adjustments or additions to associated fees on the basis of new or revised laws, ordinances or regulations or increases in the price of fuel or other commodities required in the performance of the Contract. The CVWMA Executive Director has sole discretion to authorize the adjustment or not. The CVWMA shall have the right, as a pre-condition for approval of such petition, to demand inspections by

itself, or by an independent auditor, of pertinent records that demonstrate the "unusual changes" resulting in the need for an adjustment to the fees.

SECTION 6. SERVICE INQUIRIES AND COMPLAINTS

The CVWMA will be responsible for communicating to the Contractor service issues and other matters of concern received from Hopewell and residents served by the Municipal Solid Waste Collection service program.

All service inquiries and complaints shall be directed to and received by the CVWMA's customer service office including those calls made directly to the Contractor by customers. The CVWMA will record each complaint into the CVWMA web based computer application. The information, including the address and phone number of the complainant, date of occurrence, nature of occurrence and requested disposition will be available on a real time basis to the Contractor. A representative of the Contractor shall be available to monitor and direct action on the complaints throughout the day.

The Contractor shall have until the end of the current workday to return and collect those missed customers or otherwise resolve the complaint when notified by 12:00 noon by the CVWMA. When notified by the CVWMA after 12:00 noon, the Contractor shall have until the end of the next workday to return and collect those missed customers or otherwise resolve the complaint. For those complaints received on Friday after 12:00 noon and by 10:00 a.m., Saturday, the Contractor shall return and collect those customers missed or otherwise resolve the complaint by 6:00 p.m. Saturday. The Contractor shall not be required to return and collect those missed collections where notification is provided after 10:00 a.m. on Saturday. In all instances of missed collections, the Contractor shall make every effort to resolve the complaint the day on which notification of the complaint is received. Missed collections not serviced within the parameters described herein shall be subject to Payment for Non-Performance as described in Section 14.

At the end of each workday the Contractor shall close out all complaint or other work orders on the CVWMA computer application that have been resolved during that work day. This shall include the disposition and date and approximate time of disposition.

At the beginning of the contract term, the CVWMA shall inform all residents as to complaint procedures, regulations, day(s) for scheduled refuse collection, holiday collection policy and any other matters related to collection. In the event of changes in routes or schedules that will alter the day of pickup, the Contractor shall so notify each resident affected in a manner agreed to by the CVWMA and the Participating Local Jurisdiction.

SECTION 7. INSURANCE

The Contractor shall be required to carry for the life of the Contract with the CVWMA, Public Liability Insurance, with a company licensed to do business in the Commonwealth of Virginia and in the amount and coverage specified below, in addition to any other contractual liability assumed by the Contractor. The Contractor shall, prior to commencement of work under the Contract, deliver Certificates of Insurance from carriers acceptable to the Contractor specifying such limits, with the CVWMA and each Participating Local Jurisdiction participating in this proposed project named as additional insured parties. In addition, the insurer shall agree to give the CVWMA thirty (30) days written notice of its decision to cancel, change or fail to renew coverage. The CVWMA reserves the option to increase the required insurance amounts if the Contract is renewed beyond the initial five-year term.

A. Worker's Compensation

Coverage A - Statutory Requirements

- B. Automobile Liability, Including Owned, Non-Owned and Hired Car Coverage
Limits of Liability - \$4,000,000 Combined Single Limit for Bodily Injury and Property Damage

- C. Comprehensive General Liability
Limits of Liability - \$4,000,000 Combined Single Limit for Bodily Injury and Property Damage Including:
 - Completed Operations/Products
 - Contractual Liability for Specified Agreements
 - Personal Injury
 - Broad Form Property Damage

NOTE: The levels of coverage required in B. and C. can be met either by the primary policy alone or in concert with an excess liability policy.

However, CVWMA shall not be deemed a statutory employer of any Contractor employees.

This Contract shall be subject to termination by the CVWMA at any time if said insurance is cancelled by the issuing company or the insurance company is relieved from liability for any reason. Notice of cancellation must be provided to the CVWMA one hundred and twenty (120) days prior to the effective date of said cancellation. This Contract will not be terminated, if within five (5) working days of receipt of such notice, the Contractor files with the CVWMA a certificate evidencing similar insurance coverage to be effective for the balance of the Contract period.

SECTION 8. INDEMNIFICATION

A. The Contractor (and its subcontractors if applicable) shall indemnify and hold the CVWMA and its officers, agents and employees and the Participating Local Jurisdiction and their officers agents and employees harmless from and defend against all claims, damages, losses and expenses, including attorney's fees, of whatever kind or nature arising out of or resulting from the Contractor's or any of its subcontractors' providing or failing to provide any construction, product, goods, or services required under this Contract, including, but not limited to, any such claim, damage, loss or expense, that is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, or to economic loss; provided, however, that the Contractor's or any of its subcontractors' indemnification obligation under the scope of service of this Contract shall be limited to claims, damages, losses, and expenses caused in whole or in part by any negligent act or omission of the Contractor or any subcontractor performing work required by the Contractor's Contract with the CVWMA, or anyone directly or indirectly employed by any of them or anyone for whose acts the Contractor or any subcontractor may be liable. Bringing of a suit on one or more causes of action will not prejudice or bar subsequent suits on any other causes of action, whether it accrued before or after the first suit.

B. The Contractor and its subcontractors shall indemnify and hold the CVWMA and its officers agents and employees and the Participating Local Jurisdictions and their officers, agents and employees, harmless from and defend against all claims (legal, equitable or administrative), damages, losses, expenses (including expert witness fees), consultant and attorney fees, remediation costs, removal costs, clean-up costs and all other costs, liabilities or expenses arising out of or resulting from the performance of services set forth in this Contract.

or the failure to perform said services. It is understood that this indemnification shall extend to any and all claims against the CVWMA or the Participating Local Jurisdictions by third-parties or agencies of the federal, state or local governments for any environmental liability due to a release of pollutants to the environment, whether imposed by statute, ordinance, regulation or common law, relating to activities under this Contract. It is expressly understood that the CVWMA and the Participating Local Jurisdictions shall have no title to any of the materials collected, transported and processed by the Contractor pursuant to the terms of this Contract.

C. This Section shall survive the expiration or termination of this Contract.

SECTION 9. PERFORMANCE BOND OR LETTER OF CREDIT

A. The Contractor shall furnish to the CVWMA, and keep current during the term of this Contract, including renewals if applicable, a performance bond for the faithful performance of the Contract and all obligations arising hereunder. The amount shall be equal to 30 percent of the agreed annual cost as estimated by the Contractor to the CVWMA of the goods or services to be provided under the contract(s).

The Contractor shall have five (5) days after the date of Contract execution but prior to the start of service to deliver to the CVWMA a Performance Bond/Letter of Credit. The performance bond shall be executed by a surety company licensed to do business in the Commonwealth of Virginia; having an "A-" or better rating by A. M. Best or Standard and Poor's; and included on the list of surety companies approved by the Treasurer of the United States. The performance bond shall be in a form acceptable to the CVWMA and included as an Attachment to this Contract, attached hereto and included herein, covering the faithful performance of the Contract. The CVWMA may allow an irrevocable letter of credit or cash in lieu of the performance bond with a banking institution and on terms and conditions acceptable to the CVWMA.

B. Should the financial condition of the surety or banking institution become unacceptable to the CVWMA, the Contractor shall be notified in writing of that unacceptability. Within sixty (60) days of receipt of said notification Contractor shall furnish such additional bond or substitute letter of credit at the Contractor's expense as may be required by the CVWMA to protect its interests.

C. This Contract shall be subject to termination by the CVWMA at any time if said bond or letter of credit shall be canceled or the surety thereon relieved from liability for any reason. Notice of cancellation of the bond or letter of credit must be served upon the CVWMA one hundred and twenty (120) days prior to the effective date of said cancellation. This Contract will not be terminated, if within five (5) working days of receipt of such notice if the Contractor files with the CVWMA a similar bond or letter of credit to be effective for the balance of the Contract period.

SECTION 10. NON-APPROPRIATION

The MSW Collection Services implemented and governed by this Contract are funded solely through funds appropriated to the CVWMA by Hopewell. Failure of Hopewell to appropriate the funds necessary to cover the cost of that jurisdiction's portion of the program shall terminate the Contractor's obligation to provide service under this Contract in that jurisdiction or portion thereof unless and until funding is restored. Furthermore, should the CVWMA fail to appropriate funds for this Contract, this Contract shall be terminated without penalty when existing funding is

exhausted. The CVWMA shall provide timely notice to Contractor if it appears that such situations may occur.

SECTION 11. FORCE MAJEURE

A. Force Majeure shall mean any cause beyond the reasonable control of the party whose performance is affected, including but not limited to acts of God, war, riot, fire, explosion, wind storm, flood, inability to obtain or use fuel, power, or raw materials, shortage or failure of the usual means of transportation, injunction, action by governments not party to this Contract, accident, or breakdown of machinery or equipment. Reasonable control of a party shall specifically exclude that party's failure to properly operate its business or project business needs, ability to reach agreement in a labor dispute and that party's ability to settle or compromise litigation or threatened litigation.

B. It is mutually understood and agreed by the parties that the Contractor shall be relieved of its obligations under this Contract during any period or periods of time when Force Majeure, as defined herein, is in effect to the extent that such event prevents Contractor's performance. The Contractor shall use reasonable efforts to overcome the effects of a Force Majeure event and, to the extent affected thereby, shall be entitled to petition the CVWMA for an adjustment of the financial or other relevant terms of the Contract. Said petition shall provide sufficient evidence to allow the CVWMA to reach a determination of the nature, extent and effect of the Force Majeure event (e.g. the cost to or other ramifications upon the CVWMA) should the petition be approved by the CVWMA. Said determination shall be made within the reasonable discretion of the CVWMA.

C. Should Contractor be unable by reason of Force Majeure to render performance within two (2) business days of receipt of notice according the terms of this Contract, the CVWMA shall have the right to secure another vendor to perform any or all portions of the service provided by the Contractor under this Contract. The CVWMA shall have the right to contract for alternative service to be provided by another vendor during Force Majeure. In the event that either the period of Force Majeure or the term of any contingency service contract awarded by the CVWMA to an alternate vendor for continuation of MSW Collection Services during the Force Majeure interruption of this Contract, should end prior to the expiration of this Contract, the CVWMA shall resume service with Contractor or its subcontractors according to the terms of this Contract. However, if, as a condition of obtaining service from the alternate vendor, the CVWMA was required to contract for services provided herein for a time period exceeding the termination of the Force Majeure event, the CVWMA shall have the right to continue service through an alternate contractor for the duration of the original term of the implementing Contract. Should CVWMA secure another vendor by reason of Force Majeure to perform any portion of the services provided by the Contractor, the Contractor shall not be liable to compensate CVWMA for the services of that vendor.

D. At any time that Force Majeure is in effect, it is understood by the parties to this Contract that the CVWMA shall not be obligated to pay service fees to Contractor for any or all service interrupted by reason of Force Majeure. Notwithstanding any interruption of this Contract due to a Force Majeure event, the Contractor shall be entitled to compensation from the CVWMA for all work completed up to the date of notification of the interruption of service due to reasons of a Force Majeure event.

SECTION 12. INSPECTIONS

Contractor agrees to permit CVWMA and/or its designated representatives to inspect

facilities, equipment and records necessary to evaluate Contractor's performance under this Contract. Inspection of the equipment, facilities and materials collected shall be on demand. Inspection of other records shall be in accordance with Section 13 of this Contract pertaining to Contractor's Records.

SECTION 13. CONTRACTOR'S RECORDS

Contractor shall maintain its books and records related to the performance of this Contract in accordance with the following minimum requirements:

A. Contractor shall maintain any and all documents, ledgers, books of accounts, invoices, vouchers and canceled checks, as well as all other records or documents evidencing or relating to charges for services, expenditures or disbursements borne by the CVWMA for a minimum period of five (5) years after the conclusion of each year of the Contract, or for any longer period required by law.

B. Contractor shall maintain all documents and records that demonstrate performance under this Contract for a minimum period of five (5) years after the conclusion of each year of the Contract, or for any longer period required by law.

C. Any records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit, at any time, during regular business hours, upon prior forty-eight (48) hour written request by the CVWMA. Evidence of Contractor's attempt to comply with this response time, if provided by Contractor within forty-eight (48) hours, shall constitute a reasonable effort by Contractor. Under no circumstances shall Contractor take more than five (5) business days from the date of receipt of said notice to comply with this Section of the Contract. The records shall be available to the CVWMA representative at Contractor's place of business. Failure to comply may result in immediate default.

SECTION 14. PAYMENT FOR NON-PERFORMANCE

To compensate CVWMA for inconvenience, time and effort related thereto, and/or for addressing such failure by the Contractor to fulfill its obligations in the manner agreed upon in the Contract shall result in payment for non-performance to the CVWMA as indicated below. If payment is due the Contractor, the non-performance payment shall be deducted from any amounts due the Contractor. If no amounts are due the Contractor, the Contractor shall remit the non-performance payment to the CVWMA on receipt of written demand from the CVWMA. Ten-day advance written notice will be provided to the Contractor of the CVWMA'S intent to invoke the payment for non-performance clause for Contract violations.

It is the intent of the CVWMA to ensure that the Contractor provides a quality level of MSW Collection Services. The CVWMA shall notify the Contractor of each complaint reported to the CVWMA. It shall be the duty of the Contractor to take whatever steps are necessary to remedy the complaint. Failure to remedy the complaint as set forth in the Section 6 above may result in an administrative charge against the Contractor. In assessing administrative charges, consideration will be given to extreme weather conditions. The following summarizes the penalties that may be assessed administratively by the CVWMA:

Failure to clear collection complaints as follows:

By the end of the current work day when the Contractor has been notified by the CVWMA by 12:00 noon;

By the end of the subsequent work day when the Contractor has been notified by the CVWMA after 12:00 noon;

By 6:00 p.m. on Saturdays when the Contractor has been notified after 12:00 noon on Friday and by 10:00 a.m. on Saturday;

By 12:00 noon the following workday when the Contractor has been notified after 10:00 a.m. on Saturday.

\$50.00 per Residential or Equivalent Residential Unit for complaints not resolved by the end of the appropriate workday after notification by the CVWMA. \$50.00 per Residential or Equivalent Residential Unit for each subsequent day.

Failure to clean up spillage caused by the Contractor.

\$250.00 per incident.

Failure to assign and make available, in a timely manner, a qualified field supervisor.

\$100.00 per workday.

Failure to provide notification of non-compliance with the hours of operation to the CWVMA.

\$100.00 per incident per day.

Changing routes or route order without proper notification to CVWMA and Participating Local Jurisdictions.

\$100.00 per incident.

Failure to replace a Cart or Container damaged by an employee, agent or subcontractor of the Contractor that has been deemed unserviceable by the CVWMA

\$100.00 per incident

Failure to deliver collected Municipal Solid Waste to an appropriate disposal site.

\$1,000.00 per incident.

Persistent Miss: Failure to collect the trash as scheduled from a residential unit three cycles in a row or 4 times in 6 cycles

\$250.00 per incident

Alternate Location Miss: Failure to collect trash as scheduled from an alternate location residential unit two cycles in a row.

\$250.00 per incident

Cart Placement: Failure to return the cart to the proper location twice in 4 cycles if it results in a complaint from the customer.

\$50.00 per incident

Cart Delivery/Repair: Failure to deliver a cart as requested or repair a cart as requested within 14 calendar days of the request

\$20.00 per incident per day

Roll-Off Service: Failure to switch a container as scheduled or within 24 hours of a faxed request for a non-scheduled container

\$50.00 per container per day

Containerized MSW Service and Litter receptacle Service Failure: Failure to empty MSW FELs or litter receptacles as scheduled.

\$25.00 per container per day

Failure to provide monthly or annual reports

\$500.00 per incident

The CVWMA may assess liquidated damages on a monthly basis in connection with this Contract and shall, at the end of each month, notify the Contractor in writing of the charges assessed and the basis for each assessment. The CVWMA will deduct such liquidated damages from the monthly payments due to the Contractor. In the event the Contractor wishes to contest such assessment, it may request in writing a meeting with the CVWMA to resolve the issue. The CVWMA shall notify the Contractor in writing of any action taken with respect to Contractor's claims and the decision of the CVWMA will be final.

SECTION 15. DISPUTES OR CLAIMS

If any dispute or other such claim should arise under the terms of this Contract between the Contractor and the Participating Local Jurisdiction, the Contractor or Participating Local Jurisdiction shall call or otherwise inform the CVWMA of the nature of the dispute and/or claim and the proposed resolution. If such matters cannot be easily resolved during that communication, the aggrieved party shall submit in writing a summary of its claim(s) to the CVWMA. Within ten (10) days of receipt of this summary, the CVWMA will investigate the alleged claim and notify the claimant of its decision regarding the dispute or claim. This dispute resolution process shall in no way prohibit pursuit of remedies under Section 17. Any and all legal action necessary to resolve disputes or other such claims under this Contract will be filed in the General District or Circuit Court of the City of Richmond, Virginia, regardless of the location of or the geographic circumstances of the dispute (see Section 19).

SECTION 16. DEFAULT

A. In the event that either Contractor or the CVWMA defaults in the performance of any of the material covenants or agreements to be kept, done or performed by either party under the terms of this Contract, the non-defaulting party shall notify the other party in writing of the nature of such default. Within the (10) working days following such notice, the defaulting party shall correct the default; or in the event of a default not capable of being corrected within ten (10) working days, the defaulting party shall commence correcting the default within ten (10) working days of the receipt of notification thereof, and shall thereafter correct the default within thirty (30) days. CVWMA may also declare the Contract immediately in default if it deems that Contractor has breached in a manner that cannot be corrected. Such declaration of immediate default shall be made solely in CVWMA's discretion. During the notification period, if applicable, the CVWMA shall have the right to contract with others to perform the services otherwise to be

performed by the Contractor or to perform such services itself and seek cost of difference in service from Contractor.

If the defaulting party fails to correct the default as provided above, the other party, without further notice, shall have all of the following rights which the party may exercise singly or in combination, in addition to any other right or remedy allowed by law:

1. The right to declare that this Contract, together with all rights granted or obligations incurred hereunder, is terminated, effective upon such date as the non-defaulting party shall designate. In the event of such termination, Contractor shall be compensated only for the services (as set forth herein) provided in accordance with the terms of the Contract and expenses incurred as of the date of termination. Upon such termination, neither party shall have any further obligation hereunder.

2. The CVWMA shall have the right to contract with others to perform the services otherwise to be performed by Contractor or to perform such services itself and seek cost of difference in service from Contractor.

In the event that Contractor files a petition in bankruptcy court or is the subject of an involuntary bankruptcy proceeding, the CVWMA shall have the right to demand assurances that Contractor can continue to perform its obligations under this Contract and Contractor shall provide such assurances as provided herein. Failure of Contractor to provide adequate assurances shall constitute a default. Neither party shall be considered in default of this Contract if such failure to perform is directly or indirectly caused by a Force Majeure event.

B. A waiver by either party of any breach of any provision of this Contract shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself. No payment or acceptance of compensation of any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance.

Where the condition to be waived is a material part of the Contract such that its waiver would affect the essential bargain of the parties, the waiver must be supported by consideration and take the form of a Contract modification as provided for elsewhere in this Contract.

SECTION 17. RIGHT TO REQUIRE PERFORMANCE

The failure of the CVWMA at any time to require performance by the Contractor of any provision hereof shall in no way affect the right of the CVWMA thereafter to enforce same. Nor shall waiver by the CVWMA of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

SECTION 18. COMPLIANCE WITH EQUAL OPPORTUNITY

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

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

B. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that Contractor is an equal opportunity employer.

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

D. Contractor will include the provisions of the foregoing paragraphs A, B, and C of this Section in every subcontract or purchase order related to this Contract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

E. Contractor shall comply with Executive Order No. 11246, entitled "Equal Employment Opportunity" as supplemented in Department of Labor Regulation (41 CFR, Part 60). During the performance of this Contract, Contractor, for itself, its assignees and successors in interest, agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, which is made part of this Contract by reference, and with any other applicable provision of federal or state law guaranteeing equal employment opportunity.

SECTION 19. LAW TO GOVERN

This Contract is entered into and is to be performed in the Commonwealth of Virginia. The CVWMA and Contractor agree that the laws of the Commonwealth of Virginia shall govern the rights, obligations, duties and liabilities of the parties to this Contract and shall govern the interpretation of this Contract. Any and all legal action necessary to enforce this Contract will be filed in the General District or Circuit Court of the City of Richmond, Virginia, regardless of the location of or the geographic circumstances of the dispute.

SECTION 20. COMPLIANCE WITH LAWS AND REGULATIONS

Contractor agrees that, in the performance of Municipal Solid Waste (MSW) Collection Services and the performance of other work and services under this Contract, Contractor will qualify under and comply with any and all federal, state and local statutes, ordinances, rules, regulations and/or permits now in effect, or hereafter enacted or required during the term of this Contract, which are applicable to Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

SECTION 21. PERMITS AND LICENSES

Contractor, at its sole cost and expense, shall maintain throughout the term of this Contract all federal, state and/or local government permits, licenses and approvals necessary or required for Contractor to perform the work and services described herein.

SECTION 22. MODIFICATIONS DUE TO PUBLIC WELFARE OR CHANGE IN LAW

In the event any future change in law materially alters the obligations of Contractor, then Contractor shall be entitled to an adjustment to the Service Fee(s) established under this Contract. Nothing contained in this Contract shall require any party to perform any act or function contrary to law. The CVWMA and Contractor agree to enter into good faith negotiations regarding modifications to this Contract which may be required in order to implement changes in the interest of the public welfare or due to change in law.

SECTION 23. SEVERABILITY

Should any term, provision or other part of this Contract be declared illegal by a Court of competent jurisdiction, it shall be excised and modified to conform to the appropriate laws or regulations. Should any term, provision or other part of the Contract be held to be inoperative, invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with applicable laws or regulations. In cases of illegal and/or invalid provisions, the remainder of the Contract shall not be affected but shall remain in full force and effect.

SECTION 24. TITLE TO MATERIALS

Title to refuse shall pass to the Contractor when placed in the Contractor's collection vehicle, removed by the Contractor from a container, or removed by the Contractor from the customer's premises. CVWMA shall not obtain or acquire title to any materials at any point in time.

SECTION 25. ASSIGNMENT AND CHANGE OF OWNERSHIP

A. No assignment of this Contract or any right accruing under this Contract shall be made, in whole or in part, by Contractor without the express written consent of the CVWMA. The assignment of any Contract duties will require the written consent of the surety, applicable financial institution or insurance carrier in order to ensure that neither Contractor nor its surety, applicable financial institution or insurance carrier will be relieved of any liability and/or obligation to perform unless the assignee provides the surety required under this Contract and so long as the original surety remains liable for services either improperly or not performed by Contractor prior to the assignment of this Contract.

B. This Contract shall be binding upon the parties hereto, their legal heirs, representatives, successors and assigns.

SECTION 26. INDEPENDENT CONTRACTOR

Contractor shall perform all work and services described herein as an independent Contractor and not as an officer, agent, servant or employee of the CVWMA or the Participating Local Jurisdictions. Except as otherwise provided under this Contract, Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same. Nothing herein shall be construed as creating a partnership or joint venture between the CVWMA and Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of the CVWMA, and no such person shall be entitled to any benefits available or granted to employees of the CVWMA.

SECTION 27. SUBCONTRACTORS AND JOINT VENTURES

A. Contractor hereby agrees that no subcontractor will be used to perform any of the services to be provided to the CVWMA under this Contract without advance written approval of the CVWMA. Contractor further agrees that any subcontractor shall meet all CVWMA requirements imposed on Contractor.

B. Each individual entity of the Contractor that is constituted as a joint venture shall be considered and treated as a subcontractor subject to the conditions applicable to subcontractors

under this Contract. It is understood that Contractor's national cooperative marketing agreements with other corporations shall not be defined as a subcontract or joint venture relationship under this Section.

C. Contractor shall be responsible for all actions of subcontractors performed or failed to be performed under this Contract.

SECTION 28. CONTINGENT FEE WARRANTY AND CONFLICT OF INTEREST

A. Contractor warrants that no person or persons have been employed or retained for the purpose of soliciting or securing this Contract. Contractor further warrants that no person or company has been or will be paid any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon the award or making of this Contract. For breach of one or both of the foregoing warranties, CVWMA shall have the right to terminate this Contract without liability, or, at its discretion, to recover the full amount of said prohibited fee, commission, percentage, brokerage fee, or contingent fee.

B. Contractor hereby certifies that to the best of its knowledge, no employee of the CVWMA, nor any member thereof, nor any public agency or official affected by this Contract, has any pecuniary interest in the business of Contractor, and that no person associated with Contractor has any interest that would conflict in any manner with the performance of the Contract.

SECTION 29. AMENDMENT

No modification or amendment of the terms hereof shall be effective unless written and signed by the authorized representatives of all parties entitled to receive a right or obligated to perform a duty under this Contract. A signed original is to be fastened to the original Contract with signed copies retained by all the parties. The written modification shall become effective according to the schedule agreed upon by the parties and set forth in any amendment to this Contract.

SECTION 30. MERGER CLAUSE – PREVIOUS AGREEMENT SUPERSEDED

This Contract shall constitute the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are to be without effect in the construction of any provision or term of the Contract if they alter, vary, or contradict the Contract.

SECTION 31. TITLES OF SECTION

Section headings inserted herein are for convenience only, and are not intended to be used as aids to interpretation and are not binding on the parties.

SECTION 32. NO THIRD PARTY BENEFICIARY

Nothing contained in this Contract is intended to benefit or confer any rights on any person or entity not a party to this Contract, and no such other person or entity shall have any right or cause of action hereunder.

SECTION 33. CONSTRUCTION

This Contract is intended to express the mutual intent of the parties and, irrespective

of the identity of the party preparing this Contract or any document or instrument referred to herein, no rule of strict construction against the party preparing a document shall be applied.

SECTION 34. DRUG-FREE WORKPLACE

During the performance of this Contract, the Contractor shall comply with all federal, state and local government laws regarding controlled substances, where applicable. In addition, the Contractor agrees as follows:

- A. The Contractor will provide a drug-free workplace for its employees.
- B. The Contractor will post in a conspicuous place(s), available to employees and applicants for employment, a statement notifying employees that the unlawful sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specifying the actions that will be taken for violation of this prohibition.
- C. The Contractor will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace.

The Contractor will include the provision of the foregoing Subparagraphs A, B and C of this Section 34 in every subcontract or purchase order under this Contract over \$10,000, so that the provisions will be binding upon the Contractor's sub-contractors and employees.

SECTION 35. NO PARTNERSHIP

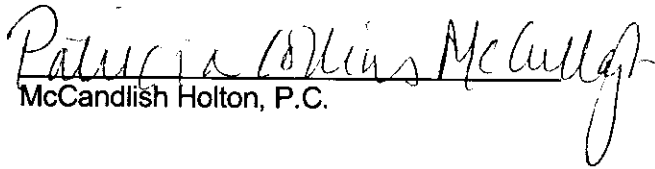
Nothing herein shall be construed to constitute a joint venture or the formation of a partnership between or among the Contractors, the CVWMA and the Participating Local Jurisdictions, or any of them.

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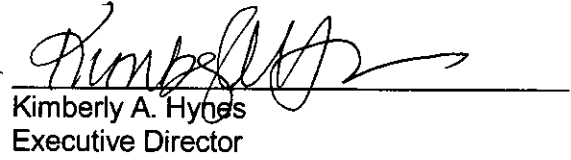
IN WITNESS WHEREOF, the parties hereto have agreed to these terms and conditions.

APPROVED AS TO FORM:

**CENTRAL VIRGINIA WASTE
MANAGEMENT AUTHORITY**



Patricia Collins McCullough
McCandlish Holton, P.C.



Kimberly A. Hynes
Executive Director

8/23/13
Date

8/23/13
Date

**THE CFS GROUP LLC dba
CONTAINER FIRST SERVICES**



Robert Guidry
President & CEO

8/28/13
Date

RECEIVED

SEP 2 2013

**CENTRAL VIRGINIA WASTE
MANAGEMENT AUTHORITY**



**SPECIAL PROJECT SERVICE AGREEMENT FOR
MUNICIPAL SOLID WASTE (MSW) COLLECTION AND DISPOSAL SERVICES**

This SPECIAL PROJECT SERVICE AGREEMENT (hereinafter “Service Agreement” or “Agreement”) is made by and between the CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY (hereinafter “CVWMA” or “Authority”), its successors and assigns, having its principal place of business at 2100 West Laburnum Avenue, Suite 105, Richmond, Virginia 23227; and (if executed on the appropriate page 17 – signature – end page of this agreement).

MEMBER JURISDICTION	PARTICIPATING IN THIS AGREEMENT
Town of Ashland (ASH)	✓
County of Charles City (CCC)	
County of Chesterfield (CHE)	
City of Colonial Heights (COL)	✓
County of Goochland (GOO)	
County of Hanover (HAN)	
County of Henrico (HEN)	
City of Hopewell (HOP)	✓
County of New Kent (NKT)	
City of Petersburg (PET)	✓
County of Powhatan (POW)	
County of Prince George (PG)	
City of Richmond (RIC)	

Hereinafter, collectively, "Participating Local Jurisdictions."

ARTICLE I - PURPOSE

- A.** CVWMA and the Participating Local Jurisdictions enter into this Service Agreement pursuant to the authority of the Virginia Water and Waste Authorities Act (Title 15.2, Chapter 51 of the Code of Virginia, 1950 as amended), and the Articles of Incorporation of the CVWMA. The purpose of this Service Agreement is to establish a special project for MSW Collection and Disposal Services within the Participating Local Jurisdictions as authorized by Section 11 of the CVWMA Articles of Incorporation.
- B.** The CVWMA, subject to the terms and conditions of this Agreement, agrees to implement Solid Waste Transporting and Disposal Services as reflected in a Contract for these services with Waste Management of Virginia, Incorporated and BFI Waste Services, LLC and approved and authorized by the CVWMA Board of Directors by Resolution 22-04 on November 19, 2021 and as described in RFP 22-01, issued July 9, 2021 (hereinafter “RFP”); and in accordance with a proposal offered by and negotiated with Waste Management of Virginia, Incorporated and BFI Waste Services, Incorporated.
- C.** The Participating Local Jurisdictions agree to participate in the Special Project according to the terms and conditions of this Agreement.

ARTICLE II - DEFINITIONS

For the purpose of this Agreement, the definitions contained in this Section shall apply unless otherwise specifically stated. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender shall include the feminine gender. The word "shall" is always mandatory and not merely discretionary.

1. *Alley* – refers to passageway between or behind ERU's.
2. *Authority or CVWMA* - shall mean the Central Virginia Waste Management Authority, an authority created under the provisions of the Virginia Water and Waste Authorities Act, §15.2-5100, et seq. as defined in Virginia Code §15.2-5102.
3. *Bags* - Plastic sacks designed for refuse with sufficient wall strength to maintain physical integrity when lifted by top; securely tied at the top for collection, with a capacity not to exceed 30 gallons and a loaded weight not to exceed 35 pounds.
4. *Bulky Waste* - A large appliance, piece of furniture or other waste material from a residential source other than Construction Waste or non-Household Hazardous Waste, that cannot be placed in a cart or container due to size. Bagged leaves and/or grass clippings are considered Bulky Waste. If other Bulky Waste is placed at the curb, the bagged leaves/grass clippings are included in the calculation of the maximum amount of waste to be collected. Bundled yard waste/brush shall be included in the calculation of the maximum amount of waste also.
5. *Bundle* - Yard Waste and garden trimmings securely tied together forming an easily handled package not exceeding four (4) feet in length or sixty-five (65) lbs. in weight.
6. *Cart* - A receptacle with an approximate capacity of 95 gallons, having a hinged, tight fitting lid, made of a minimum of 25 percent post-consumer recycled plastic and/or climate positive material, with wheels, a lid and bar necessary for tipping, provided to each ERU for MSW Collection.
7. *Construction Waste* – Waste produced or generated during construction, remodeling, or repair of pavements, houses, commercial buildings, and other structures as defined in 9 VAC 20-130-10 or as may hereafter be defined by the Virginia Department of Environmental Quality. Construction Waste includes, but is not limited to, lumber, wire, sheetrock, broken brick, shingles, glass, pipes, concrete, paving materials, metal and plastic if they are part of the construction material or empty containers for such material. Paint, coatings, solvents, asbestos-containing material, any liquid, compressed gasses or semi-liquids are not Construction Waste.
8. *Containers* - (a) Reusable Containers – Carts provided by Contractor or CVWMA. Personal reusable containers will not be collected by the Contractor. (b) Non-reusable Containers - See definition of Bags.
9. *Contract* – shall mean the written document and all amendments thereto between the CVWMA and the Contractor governing the provision of MSW Collection and Disposal Services.
10. *Contractor* - shall mean the individual, contractor, firm, partnership, joint venture, corporation, association or its subcontractor performing the MSW Collection Services under the Contract with CVWMA and for the purposes of this Agreement shall mean Waste Management of Virginia, Incorporated.
11. *Curbside* – refers to the area adjacent to paved or traveled roadways.
12. *Customer Service Application* – Web-based system that contains a database of ERUs and service needs for each ERU in real time. Access will be granted to Contractor to provide real time service.

13. *Disposal Site* - A refuse depository for the processing or final disposal of Refuse including but not limited to sanitary landfills, transfer stations, mass composting facilities, incinerators, and mixed waste processing separation centers, which are licensed, permitted or approved by all governmental bodies and agencies having jurisdiction.
14. *Equivalent Residential Unit (ERU)* – A Residential Unit, a hotel, lodging house, restaurant, church, store, market, manufacturing plant, commercial establishment or other entity which receives residential type MSW collection and which is defined by the Participating Locality as equivalent to a Residential Unit for the purpose of MSW collection pursuant to this Contract.
15. *Front-End Load Container (FEL)* – container with a capacity of approximately 2, 4, 6, or 8 cubic yards with openings for use for collection of Refuse with access from the top and/or side, serviced by an FEL truck.
16. *Force Majeure* – shall mean any cause beyond the reasonable control of the party whose performance under this Contract is adversely affected, including but not limited to acts of God, change in law, war, riot, fire, explosion, injunction, action by governments not party to this Contract, where such cause, event or circumstance renders performance under this Contract impossible. "Reasonable control" of a party shall specifically exclude that party's ability to reach agreement in a labor dispute and that party's ability to settle or compromise litigation.
17. *Garbage*- readily putrescible discarded materials composed of animal, vegetable or other organic matter as defined in 9 VAC 20-130-10.
18. *Hazardous Waste* – Waste designated as hazardous by Federal law or by regulation of the United States Environmental Protection Agency or the Virginia Department of Environmental Quality.
19. *Household Waste* - Any waste material, including Garbage, Trash and Refuse, derived from households as defined in 9 VAC 20-130-10, and shall not include Hazardous Waste as defined herein.
20. *Litter* - All waste material, disposable packages or containers, but not including the wastes of the primary processes of mining, logging, farming, or manufacturing.
21. *Litter Baskets* - containers owned and maintained by a Participating Local Jurisdiction that are placed in public areas and used by the public for the deposit of litter. Bags for the baskets are to be provided by the Contractor.
22. *Member Jurisdictions* – shall mean the members of the CVWMA including the Counties of Charles City, Chesterfield, Goochland, Hanover, Henrico, New Kent, Powhatan and Prince George; the Cities of Colonial Heights, Hopewell, Petersburg, and Richmond; and the Town of Ashland.
23. *Monthly Service Fee*- The amount charged by the Contractor to CVWMA per month for collection and disposal of MSW from a Residential or Equivalent Residential Unit, outlined in Section 5.
24. *Municipal Solid Waste (MSW)* - Household Waste, Bulky Waste, Garbage, Rubbish, Trash, Litter and/or Yard Waste.
25. *Old Towne Area* - shall mean that section of the City of Petersburg bound on the west by Market St, on the south by Washington St, on the east by Madison St and on the north by the Appomattox River.
26. *Participating Local Jurisdictions or Participating Localities* - shall mean those Member Jurisdictions that execute the Special Project Service Agreement for Municipal Solid Waste Collection and Disposal Services pursuant to Article 11 of the CVWMA Articles of Incorporation.
27. *Refuse* – shall mean all solid waste products having the character of solids rather than liquids and which are composed wholly or partially of materials such as garbage, trash, rubbish, litter, residues

from clean-up of spills or contamination, or other discarded materials as defined in 9 VAC 20-130-10 and shall not include Hazardous Waste as defined herein.

28. *Refuse Collection Vehicles* – trucks designed to collect and contain MSW collected from the curb or alley of ERUs.
29. *Residential Unit* – a group of rooms located within a building and forming a single inhabitable unit with facilities which are used or are intended to be used for living, sleeping, cooking and eating and other daily activities.
30. *Roll-off Container* – a dumpster characterized by a rectangular footprint, designed to collect 30-40 cubic yards of MSW to be transported by a special Roll-Off Truck/trailer or hook lift truck.
31. *Routine Bulky Waste Collection* – The collection of an amount of Bulky Waste to be collected on the regularly scheduled collection day as the Container(s). The limits of *Routine Bulky Waste* generally should not exceed the quantity of material that could safely be placed in and transported by a full-size pick-up truck.
32. *Rubbish* – Combustible or slowly putrescible discarded materials that include, but are not limited to, Yard Waste, printed matter, plastic and paper products, grass, rags and other combustible or slowly putrescible material not included under the term “Garbage” as defined in 9 VAC 20-130-10.
33. *Service Area* – shall mean that geographic area in which Municipal Solid Waste Collection and Disposal Services pursuant to this Contract are to be provided within boundaries established by the CVWMA and Participating Local Jurisdictions.
34. *Special Bulky Waste Collection* - The collection of an amount of Bulky Waste that exceeds the quantity of material defined as *Routine Bulky Waste*.
35. *Special Project Service Agreement* - shall mean an agreement between the CVWMA and each Participating Local Jurisdiction specifying the terms and conditions under which the jurisdiction will participate in the program outlined in this Contract.
36. *Trash* – Combustible and noncombustible discarded materials and is used interchangeably with the term Rubbish, Garbage, and Refuse.
37. *Work Day* – shall mean any day Monday through Friday that is not a non-collection day, or a Saturday in the event of a holiday week.
38. *Yard Waste* - Prunings, grass clippings, weeds, leaves, brush, and general yard and garden wastes.

ARTICLE III. TERM OF AGREEMENT

- A. **Initial Term:** the initial term of the Service Agreement will be for a Seven (7) year period beginning on or about July 1, 2022 and ending on June 30, 2029 for the City of Colonial Heights. The initial term of the Contract for the Cities of Hopewell and Petersburg and the Town of Ashland will begin on or before July 1, 2024 and end on June 30, 2029 (the “Initial Term”). However, amendments consistent with the intent and scope of services outlined in this Contract and the RFP may be made pursuant to Section 25 of the Contract.
- B. **Option to Renew:** The Participating Local Jurisdiction and CVWMA may extend this Service Agreement under the same terms and conditions for up to one (1) additional five (5) year period, commencing on or about July 1, 2029. However, during the renewal process the Contractor may petition CVWMA to modify an existing term to reflect any market change to effectuate the intent and scope of services outlined in the Contract. An extension of this Agreement shall be made in writing not less than one hundred and eighty (180) days prior to the expiration of its term.

ARTICLE IV. SCOPE OF SERVICES

Contractor shall provide for the collection and disposal of MSW as defined herein.

A. MSW Residential Collection

The CVWMA shall through the Contract with the Contractor provide for the collection of MSW from each ERU specified by CVWMA weekly and deliver the MSW to a properly permitted Disposal Site identified by the Contractor.

Manner of Collection and Disposal - MSW Collection Services shall provide for the weekly collection of MSW, as defined in Article II, placed in Containers set out by the ERU curbside or in the alley as specified by routes approved by the CVWMA. All MSW and Bulky Waste placed on the curb or alley adjacent to a specified ERU shall be collected and delivered to the identified, properly permitted and compliant Disposal Site.

Bulky Waste Collection - Routine Bulky Waste Collections will be made from residents of the service area as part of the normal provision of services under the Contract. Customers will be required to notify CVWMA by 2:00 p.m. on the day prior to their regular scheduled collection day of any Routine Bulky Waste for collection. The list of addresses for the Routine Bulky Waste Collection will be provided and made available to the Contractor by the CVWMA via CVWMA's Customer Service Application. The amount of Bulky Waste that constitutes a Routine Bulky Waste Collection is defined in Article II. Contractor shall notify CVWMA when the amount of Bulky Waste set out for collection by a customer exceeds the maximum limit of Routine Bulky Waste set forth in Article II. Contractor shall not be required to collect Bulky Waste which exceeds the Routine Bulky Waste limit set forth in Article II during Routine Bulky Waste Collections.

If a Special Bulky Waste Collection is needed, CVWMA will notify the Contractor to schedule the Special Bulky Waste Collection. Should the frequency with which a customer sets out materials for Routine Bulky Waste Collection, at any time, suggest that a Special Bulky Waste Collection is required, the Contractor shall notify the CVWMA. The CVWMA and the Participating Local Jurisdiction will assess the situation and decide whether the customer requires a Special Bulky Waste Collection. If the CVWMA and the Participating Local Jurisdiction determine that the customer requires a Special Bulky Waste Collection, Contractor will schedule and bill CVWMA for a Special Bulky Waste Collection. The final determination regarding the designation of Special Bulky Waste Collections pursuant to this Section shall rest with the CVWMA.

The Contractor may decline to collect any Cart, Container, Bag, Bundle, or Bulky Waste improperly set out or not defined herein; any Cart, Container, Bag, Bundle or Bulky Waste containing material other than MSW; waste that does not meet the applicable definition in Article II; or any MSW not properly contained in an appropriate Cart, Container, Bag or Bundle or meets the limits and definition of Bulky Waste. Where the Contractor has reason to leave waste materials uncollected at an ERU, the Contractor shall inform the customer and/or the CVWMA at the time of collection by written notice as to why the material was not collected. Once serviced, the Contractor shall return each Cart or Container to the place where it was set out unless specifically instructed to do otherwise by the Participating Local Jurisdiction and if applicable, replace its cover. The Contractor shall not be required to collect MSW from Containers, other than Bags, that the Contractor or CVWMA did not provide to the customer.

Hours and Days of Collection and Holidays - MSW collection shall begin no earlier than 7:00 a.m. and cease by 7:00 p.m. Contractor shall notify CVWMA as soon as the Contractor is aware MSW collection will extend beyond 7:00 p.m. or must begin earlier than 7:00 a.m. Contractor must notify CVWMA and CVWMA must approve any exception regarding the extension of hours of collection.

MSW Collection operations shall occur on weekdays except for those weeks affected by a non-collection holiday when collections occur on a Saturday. The following holidays are designated as non-collection days: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In any week in which one of these holidays falls on one of the regular collection days (ie. Monday – Friday) collection service will be delayed by one day after the holiday for the remainder of the week. If additional federal or state holidays are designated during the Initial Term or any Extension Term, Contractor agrees to coordinate with CVWMA to determine whether or not to conduct collection services on the new holiday or delay by one day after the holiday. Contractor and CVWMA agree to make such determinations by October 1 following the designation of such additional holiday. Any changes to the collection schedule resulting from such designation will go into effect in the following year in order to provide notice of such changes to residents.

Collection Location and Alternate Location Service - Except as noted below, residents will place Carts, Containers, Bags, and/or Bundles with MSW and Routine Bulky Waste at the Curbside or in the Alley adjacent to their ERU on their scheduled collection days.

The Contractor shall provide MSW Collection Services to customers who are unable to place MSW Carts, Containers, Bags and/or Bundles Curbside or in Alleys on a case-by-case basis. Front porch or alternate location collection of MSW from an ERU shall be provided if all adult occupants residing therein require assistance and if a request for front porch or alternate location services has been made to CVWMA. CVWMA shall notify the Contractor of any customers requiring such service. CVWMA and Contractor shall cooperate in making this determination. MSW collection services provided as a result of such a determination shall be made with no addition to the unit cost to the CVWMA or the resident. Alternate location service shall be limited to three (3) percent of the aggregate number of units in each Participating Locality. The Contractor will provide each collection crew with a list of addresses at which porch or alternate location collection shall occur, by route, to ensure driver awareness of the responsibility to provide alternate location service.

Routes, Collection Schedule and Household Counts - By April 1, 2022, the Contractor shall provide the CVWMA with route numbers and electronic versions of collection route maps that will be used for the residential collection of MSW in the City of Colonial Heights. Ninety (90) days prior to the start of residential collection, the Contractor shall provide the CVWMA with route numbers and maps that will be used for the residential collection of MSW in the Town of Ashland and the Cities of Hopewell and Petersburg. The days of collection must be specified by route. All routing is subject to CVWMA approval and shall be submitted electronically.

Once the Contractor establishes the collection routes, the Contractor shall not change collection days without prior approval of CVWMA. The Contractor shall submit any subsequent requests for permanent route changes in writing for approval by the CVWMA prior to implementation. All routing changes must be documented in the same level of detail as the original maps. The Contractor shall notify residents affected by the routing change.

The CVWMA will provide the Contractor with the unit counts and addresses eligible for MSW Collection and Disposal Services in the City of Colonial Heights by February 1, 2022. The CVWMA will provide the Contractor with the unit counts and addresses eligible for MSW Collection and Disposal Services in the Town of Ashland and the Cities of Hopewell and Petersburg by February 1, 2024 or 150 days prior to the commencement of MSW collection services in those jurisdictions.

The Contractor may perform unit counts if they do not agree with the count provided. A representative of the CVWMA and/or the Participating Local Jurisdiction shall be involved in the conducting of unit counts and an updated address listing shall be provided. The Contractor may do the unit count in conjunction with the distribution of Carts. Unit counts shall be reviewed and approved by the CVWMA and will be the basis for the billing of Monthly Service Fees.

C. MSW Containers

MSW Container Purchase and Distribution - CVWMA, the Participating Jurisdiction, or the Contractor may purchase, assemble and distribute one Cart per ERU, on or about the start of the Contract for the City of Colonial Heights and on or about the implementation of this Contract in the Town of Ashland and the Cities of Hopewell and Petersburg. If Contractor provided Carts are requested under this Contract, the request shall be made in writing by February 1, 2022 for Colonial Heights or 180 days prior to the start date in the Town of Ashland and the Cities of Hopewell and Petersburg. Contractor shall include inventory tracking technology in or on each Cart for tracking purposes. CVWMA shall have sole approval of color, information and artwork to be included on the Carts throughout the Contract. If Carts are provided by the Contractor for the collection of MSW under this Contract, Carts shall be hot stamped. CVWMA shall provide the necessary artwork and shall have final approval of the hot stamp design. The Contractor shall notify the CVWMA when any Cart deemed no longer serviceable is removed.

Cart delivery, replacement and repair - Regardless of who purchases and owns the Carts, the Contractor shall be responsible for providing storage, maintenance, repairs, removals, delivery and tracking of new and existing Carts in a timely manner during the Initial Term and any Extension Term as part of the Monthly Service Fee. Maintenance and repairs shall include repairing or replacing lids, wheels, lift bar, etc. as necessary. If CVWMA or the Participating Local Jurisdiction makes the initial purchase, it shall be responsible for the purchase of replacement Carts to keep inventory for replacements and new deliveries.

Where the Contractor causes damage to or the loss of a Cart, Contractor agrees to replace the Cart at no cost to the CVWMA, Participating Jurisdiction or the affected resident. If the Contractor purchases the initial Carts, the Contractor agrees to replace or repair any Cart which becomes defective during the manufacturer’s warranty period.

Contractor shall deliver Carts throughout the Initial Term and any Extension Term, upon request by CVWMA, on a schedule mutually agreed upon by CVWMA and Contractor, however, shall not occur less frequently than bi-weekly or 14 calendar days.

CVWMA or the Participating Local Jurisdiction shall retain ownership of all Carts they purchase, respectively. If Contractor provides Carts, the ownership of the Carts rests with the Contractor through the Initial Term of the Contract when at such time, ownership of the Carts conveys to the CVWMA or Participating Local Jurisdiction.

D. Litter Baskets and Specific Downtown Area MSW Collection

Litter Baskets - Contractor shall provide collection service to public litter receptacles (“Litter Baskets”) in accordance with the Contract, including the provision of liner bags. The number of Litter Baskets in each of the Participating Local Jurisdictions is as follows:

Jurisdiction	Litter Baskets	Collection Frequency
Colonial Heights	12	Weekly on Wednesdays
Town of Ashland	14	Weekly on Mondays
Hopewell Downtown	18	Twice per Week on Mondays and Thursdays
Petersburg – Old Towne	32	Three Times per Week on Mondays, Wednesdays and Fridays

Specific Downtown Area Collection

Contractor shall provide MSW Collection services from Carts for public buildings and in downtown areas as outlined in the Contract.

Town of Ashland -Contractor shall provide MSW collection services weekly on a regular collection day for the following public facilities located in the Town one time per week:

Location	Address	# of Carts
Police Dept	601 England St	3
Town Hall	121 Thompson St	4
Visitor Center	112 N Railroad Ave	1
N Ashland Railside Park	W Vaughn Road	1
Ashland Skate Park	Randolph St (between England and Myrtle)	2
Carter Park Pavilion	1112 Maple Street	3

City of Hopewell - Contractor shall provide MSW collection services from Carts in Downtown Hopewell twice per week on Mondays and Thursdays. Downtown Hopewell is bound on the west by West Randolph St (Route 10) on the south by East Poythress St, on the east by Kippax St, and on the north by Appomattox St.

City of Petersburg Old Towne - Contractor shall provide MSW collection services to ERUs in the Old Towne area (bound on the west by Market Street, on the south by Washington St, on the east by Madison St and on the north by the Appomattox River). Collection of MSW shall be made by the Contractor three (3) times per week in the Old Towne area on Mondays, Wednesdays and Fridays. There are approximately 200 ERUs located in the Old Towne area. Routine Bulky Waste collection is also included as part of this specified service.

E. Front End Load (FEL) and Roll-Off Collection of MSW from Public Facilities

Contractor shall provide collection and disposal services from FEL and Roll-Off containers from various public buildings and facilities, including convenience centers in each of the respective Participating Localities. The listing of sites, type and frequency of collection in each of the Participating Localities is included in Appendix B of the Contract between the CVWMA and the Contractor.

- 1.. Contractor shall provide, maintain and place the FEL and Roll-Off Containers at the sites identified in Appendix B of the Contract. The Contractor shall include appropriate signage, decals and identification of each FEL and Roll-Off Container. The Contractor shall be responsible for replacing and repairing damaged FEL and Roll-Off Containers as needed. The FEL and Roll-Off Containers shall be owned by the Contractor.
- 2.. Contractor shall collect MSW from the FEL containers in accordance with the schedule provided in Appendix B of the Contract, or as otherwise agreed upon by the parties in writing throughout the Initial Term and any Extension Term of the Contract, and shall dispose of the MSW at a properly permitted Disposal Site.
3. Contractor shall switch out Roll-Off Containers in accordance with the schedule provided in Appendix B of the Contract, which may be revised in writing upon mutual agreement of the parties during the Initial Term and any Extension Term. Contractor shall

also switch out Roll-Off Containers within 24 hours of the submission of a request from CVWMA.

4. Contractor shall make available Roll-Off Containers (open top) for temporary or permanent use for the Participating Local Jurisdictions and/or their residents to utilize for self-disposal of MSW. Contractor shall deliver Roll-Off Containers to specified site(s) and remove and dispose of the MSW as requested.

F. Disposal Sites

The Contractor shall notify the CVWMA of each identified Disposal Site for each of the Participating Local Jurisdictions. Any change in Disposal Sites shall be communicated in writing to the CVWMA. The Disposal Sites shall be properly permitted and compliant during the Initial Term and any Extension Term in accordance with applicable Virginia Waste Management Regulations. Contractor shall be totally responsible for all equipment it operates on any Disposal Site, whether publicly or privately operated. The Contractor shall not dispose of any MSW collected in the City of Colonial Heights, the City of Hopewell or the Town of Ashland at Meridian Waste's Tri-City Landfill located at 390 Industrial Drive, Petersburg VA 23803, at any time during the Initial Term and any Extension Term without the express written consent of the City of Colonial Heights, the City of Hopewell or the Town of Ashland, respectively.

The Disposal Site for the MSW collected in the City of Petersburg shall be Meridian Waste's Tri City Regional Landfill and Transfer Station located at 390 Industrial Drive, Petersburg Virginia 23803. If during the Initial Term and any Extension Term of this Contract, the Contractor is unable to dispose of Petersburg's MSW at Meridian Waste's Landfill or Transfer Station, Contractor shall transport and dispose of Petersburg's MSW at a properly permitted and compliant Disposal Site under terms agreed upon between the CVWMA, Contractor and the City of Petersburg.

G. Customer Service

CVWMA will be responsible for communicating to the Contractor service issues and matters of concern received from residents and the Participating Local Jurisdictions concerning the MSW Collection Services program.

CVWMA will operate a Customer Contact Center whereby residents can contact CVWMA to report service issues and complaints and obtain program information. The CVWMA endeavors to provide a communication system that includes a balance of telephone, electronic mail and other technologies to engage with residents to provide the most-timely response to inquiries and complaints and to provide current information. CVWMA phone number, website and other information will be prominently displayed on all MSW Collection Containers and communications.

CVWMA will keep a record of all communications including name, address and phone number of resident, date of contact, nature of contact and requested disposition. All contact will be logged into a web-based system and any service requests and complaints will generate a work order for the Contractor to resolve. Access to CVWMA's work order system is provided to the Contractor on a real-time basis.

The Contractor shall have until the end of the current workday to return and collect those missed customers or otherwise resolve the complaint when notified by noon by the CVWMA. When notified by the CVWMA after noon, the Contractor shall have until the end of the next workday to return and collect those missed customers or otherwise resolve the complaint. For those complaints received on Friday after noon and by 5:00pm Friday, the Contractor shall return and collect those customers missed or otherwise resolve the complaint by the end of the day on the

next Work Day. The Contractor shall make every effort to resolve the complaint on the day on which notification of the complaint is received.

The CVWMA shall make available to the Participating Local Jurisdictions upon request, information about inquires and complaints received including name, address and phone number of the customer, date of occurrence, nature of occurrence, disposition and date of disposition.

H. Delivery Conditions and Eligible Residential Units

The Participating Local Jurisdictions agree to cooperate with CVWMA and the Contractor in the implementation of MSW Collection and Disposal Services throughout this Special Project Service Agreement. The Participating Local Jurisdictions hereby grant the Contractor the exclusive right to engage in MSW Collection of MSW generated and set out by Eligible Residential Units for service under the Contract.

ARTICLE V. COMPENSATION FOR SERVICES

The services described in this Contract shall be provided by the Contractor for the fees specified herein.

A. Residential MSW Collection Rates:

Collection & Disposal:	
City of Colonial Heights	\$ 13.12/ERU/Month
Town of Ashland	\$ 13.21/ERU/Month
City of Hopewell	\$ 13.21/ERU/Month
City of Petersburg, collection only and free disposal at Tri-City Landfill/Transfer Station *	\$ 9.89/ERU/Month
Cart Costs	
Carts provided by Contractor, initial roll-out Colonial Heights, Initial Term	\$1.65/ERU/Month
Carts provided by Contractor, initial roll-out Hopewell, Petersburg and Ashland , Initial Term	\$2.13/ERU/Month
Carts provided by CVWMA, initial roll-out City of Colonial Heights	\$0.65/ERU/Month
Carts provided by CVWMA, initial roll-out in PLJ, other than Colonial Heights	See (1) Below
Replacement and New Carts	\$0.10/ERU/Month
Cart	\$70/each
CVWMA Customer Service Assessment	\$ 0.15/ERU/Month
Special Bulky Waste Pick-Up, ERU in any Participating Local Jurisdiction	\$ 125.00/Pick Up

(1) Initial cart purchase and distribution shall be passed on to the PLJ's based on the actual net cost of the carts, assembly and delivery. This initial purchase and distribution can be paid in full by the PLJ upon distribution to ERUs, can be amortized over ten (10) years and charged to the PLJ

monthly or other schedule of reimbursement as mutually agreed upon by the CVWMA and the PLJ.

The monthly MSW collection and disposal rates set forth above include the Contractor providing Cart maintenance to include, storage, delivery, removals, and repairs regardless of who makes the initial purchase and delivery of new Carts, regardless of who owns the Carts throughout the term of the Contract.

*MSW taken to the Tri-City Landfill and Transfer Station owned by Meridian Waste located at 390 Industrial Drive, Petersburg, Virginia 23803. Should the Contractor be unable to dispose of MSW at the Tri-City Landfill and Transfer Station at any point during the Initial Term and any Extension Term of the Contract, Contractor agrees to negotiate with CVWMA and the City of Petersburg for an alternative Disposal Site.

B. Roll-Off Hauling and Disposal Rates:

Roll-Off Hauling and Disposal	
City of Hopewell	
Roll-Off Container Hauling, including Container rental	\$ 390.00/haul
Disposal Cost	\$ 35.00/ton
Cities of Colonial Heights & Petersburg and Town of Ashland	
Roll-Off Container Hauling, including Container rental	\$ 425.00/haul
Disposal Cost	\$ 43.00/ton

C. Front-End Load (FEL) Monthly Collection Fees:

Frequency of Collection	2 cubic yard	4 cubic yard	6 cubic yard	8 cubic yard
1 time per week	\$59.50	\$70.75	\$82.15	\$93.20
2 times per week	\$113.25	\$133.70	\$154.35	\$174.65
3 times per week	\$167.00	\$196.70	\$226.55	\$256.00
4 times per week	\$220.80	\$259.70	\$298.80	\$337.50
5 times per week	\$274.55	\$322.70	\$371.00	\$418.90

D. Annual Adjustment

The Contractor will be eligible for an annual adjustment of rates which shall be made on July 1 of each Contract year beginning July 1, 2023 based on the increase in the U.S. Consumer Price Index, Water and Sewer and Trash collection services in U.S. city average, all urban consumers, not seasonally adjusted (Series ID CUUR0000SEHG), for the most recent twelve (12) months ending March 31 prior to the Contractor’s anniversary date. In order to receive a fee increase pursuant to this Section, Contractor must submit a written request to CVWMA on or before June 1 of each Contract year. Annual increases shall not exceed three (3) percent of the previous year’s Contract price for services.

The CVWMA shall be eligible for an annual adjustment of it’s fees (Replacement and New Carts, Cart and Customer Service Assessment) on the anniversary date of the Special Project Service Agreement each year beginning on July 1, 2024. The CVWMA’s annual adjustment shall be based on the greater of the US Consumer Price Index for All Items in All Cities or \$.005.

E. Eligible Residential Units

The Participating Local Jurisdictions agree to update and maintain address information on all eligible ERUs. The CVWMA shall pay the Contractor for MSW collection services in accordance with the rates and monthly ERU counts set forth herein. Prior to the effective date of this Contract, monthly Unit counts shall be revised by CVWMA and communicated to Contractor to reflect the true addresses eligible for MSW collection services for the City of Colonial Heights. The monthly Unit counts will be established by CVWMA and communicated to Contractor for the Town of Ashland and the Cities of Hopewell and Petersburg prior to the commencement of MSW collection services in each of the respective Participating Local Jurisdictions. It is anticipated the monthly Unit count will fluctuate during the Initial Term and any Extension of this Contract and will be updated by CVWMA on a semi-annual basis.

F. Change of Law

If at any time during the term of the Contract the “Cost of Operation” (as defined herein) increases over the “Base Period” (as defined herein) as a direct result of changes in State, federal, or local legislation or regulations, excluding changes in tax laws, which affect permit status or availability of the Contractor, the Contractor bears the increase in costs up to five percent (5%) per year, beyond that, fee increases are negotiable. “Cost of Operation” means the cost of providing the collection and disposal services under the Contract during the Base Period. “Base Period” means the six-month (6) period immediately preceding the onset of the financial impact of the new state or federal legislation. Before entering into price negotiations provided by this paragraph, and before selecting a method of compliance that results in the increased Cost of Operation, the Contractor shall consult with and receive approval from the CVWMA of a plan and cost impact statement describing various alternative methods of compliance with the new State, federal, or local legislation or regulation and justifying the selected method of compliance as the most appropriate alternative.

ARTICLE VI. PAYMENT TERMS

- A.** The Participating Local Jurisdictions shall pay CVWMA for services provided pursuant to this Agreement as summarized in Article V above. After having an opportunity to discuss with CVWMA any service fee adjustments, the Participating Local Jurisdictions agree to pay any service fee adjustments approved by the CVWMA that are required under the Contract implementing this Agreement. Participating Local Jurisdictions agree to pay any service fee adjustments approved by the CVWMA that result from changes in service implemented in Participating Local Jurisdictions.
- B.** The CVWMA shall prepare and submit to the Participating Local Jurisdictions in June for July, of each year, an advanced monthly billing invoice for estimated service to be performed. The CVWMA will retain these funds and apply them to the following June invoice.
- C.** The CVWMA shall prepare and submit to the Participating Local Jurisdictions a monthly billing invoice upon receipt of a complete and satisfactory invoice from the Contractor in compliance with Section 5 of the Contract. Participating Local Jurisdictions agree to pay invoices within thirty (30) days from the date of receipt by the Participating Local Jurisdiction.

ARTICLE VII. SERVICE INQUIRIES AND COMPLAINTS

The CVWMA will be responsible for communicating to the Contractor service issues and other matters of concern received from the Participating Local Jurisdictions and residents served by the Municipal Solid Waste (MSW) Collection and Disposal Services.

ARTICLE VIII. - TITLE TO MATERIALS

Title to, control of and responsibility for MSW collected pursuant to this Agreement and the Contract shall vest to the Contractor at the time of collection from the ERU. Title to, control of and responsibility of MSW prior to collection shall remain with the resident as long as it remains at the ERU. Title to, control of and responsibility of the MSW collected from a Participating Locality site via FEL or Roll-Off shall vest to the Contractor upon collection of the MSW. CVWMA shall not at any time obtain or retain title to any MSW collected or disposed of pursuant to this Agreement.

ARTICLE IX. INSURANCE, PERFORMANCE BONDS/LETTERS OF CREDIT, AND INDEMNIFICATIONS

Insurance: The Contractor shall be required to carry for the life of the Contract with the CVWMA Public Liability Insurance with a company licensed to do business in the Commonwealth of Virginia in the amount and coverage specified below. The Contractor shall, prior to commencement of work under the Contract, deliver Certificates of Insurance from carriers acceptable to the CVWMA specifying such limits, with the CVWMA and the individual Member Jurisdictions named as additional insured parties on such policies. In addition, the Contractor shall require the insurer to give the CVWMA thirty (30) days advance written notice of its decision to cancel, change or fail to renew coverage. The CVWMA reserves the option to increase the required insurance amounts if the Contract is renewed beyond its initial term.

A. Worker's Compensation and Employer's Liability

Statutory Requirements

Additional Employer's Liability Coverage will be required of the Contractor and any sub-contractor where any class of employee engaged in work under the Contract is not protected under the Workers' Compensation Statute.

B. Automotive Liability, Including Owned, Non Owned and Hired Car Coverage

Limits of Liability:

Bodily Injury: \$1,000,000 each person, \$4,000,000 each occurrence

Property Damage \$1,000,000 each occurrence

C. Comprehensive General Liability

Limits of Liability:

Bodily Injury: \$1,000,000 each person, \$4,000,000 each occurrence

Property Damage \$1,000,000 each occurrence, Including:

- i. Completed Operations/Products
- ii. Contractual Liability for Specified Agreements
- iii. Personal Injury
- iv. Broad Form Property Damage

NOTE: The levels of coverage required in "B." and "C." can be met by the primary policy alone, or in concert with an excess liability policy.

The Contract shall be subject to termination by the CVWMA at any time if said insurance is canceled by the issuing company or the insurance company is relieved from liability for any reason. Notice of cancellation must be provided to the CVWMA one hundred and twenty (120) days prior to the effective date of said cancellation. This Contract will not be terminated if within

five (5) working days of receipt of such notice, the Contractor files with the CVWMA a certificate evidencing similar insurance coverage to be effective for the balance of the Contract period.

For the benefit of CVWMA and the Participating Local Jurisdictions, CVWMA will require Contractor to provide notice annually that the insurance policies listed above are current and have not lapsed. Contractor's notice shall include evidence from the insurance company(ies) that the policies have been renewed. In the event that a claim is made against the CVWMA for the Contractor's, or its subcontractor's, act or failure to act, CVWMA will evaluate whether such a claim may be covered by one or more of the insurance policies above and will promptly provide notice of claim to the appropriate insurance company(ies). For purposes of this section, "claim" is not limited to the filing of a lawsuit against CVWMA and/or the Participating Local Jurisdiction(s) and may include any request for specific performance or payment of damages.

Performance Bond/Letter of Credit: The Contractor shall be required to furnish to the CVWMA, and keep current during the term of the Agreement, including all renewal time frames if applicable, a performance bond for the performance of the Contract and all obligations arising thereunder in an amount stipulated in the Contract. It shall be executed by a surety company licensed to do business in the Commonwealth of Virginia having an "A-" or better rating by A. M. Best or Standard and Poor's and included on the list of surety companies approved by the Treasurer of the United States. The performance bond shall be in a form acceptable to the CVWMA covering the faithful, legal and complete performance of the Contract. The CVWMA may allow an irrevocable letter of credit in lieu of the performance bond with a banking institution and on terms and conditions acceptable to the CVWMA.

Should the financial condition of the surety or banking institution become unacceptable to the CVWMA, the Contractor(s) shall be notified in writing of that unacceptability, with a copy to the Participating Local Jurisdictions. Within sixty (60) days of receipt of said notification Contractor shall furnish such additional bond or substitute letter of credit at the Contractor's expense as may be required by the CVWMA to protect its interests.

The Contract shall be subject to termination by the CVWMA at any time if said bond or letter of credit shall be canceled or the surety thereon relieved from liability for any reason. Notice of cancellation of the bond or letter of credit must be served upon the CVWMA one hundred and twenty (120) days prior to the effective date of said cancellation. The Contract will not be terminated if within five (5) working days of receipt of such notice, the Contractor files with the CVWMA a similar bond or letter of credit to be effective for the balance of the Contract(s) period. CVWMA will forward a copy of Contractor's notice of cancellation to Participating Local Jurisdictions within ten (10) business days of receipt.

Indemnification: The Contractor shall indemnify and hold the CVWMA, its individual members (or voting alternates) of the CVWMA Board of Directors, and the officers, agents or employees of the CVWMA, and its Member Jurisdictions, and their elected officials, officers, agents and employees, harmless from and defend against all claims (legal, equitable or administrative), damages, losses, expenses (including expert witness fees), consultant and attorney fees, remediation costs, removal costs, clean-up costs and all other costs, liabilities or expenses arising out of or resulting from the performance of services set forth in this Agreement and the Contract or the failure to perform said services. It is understood that this indemnification shall extend to any and all claims against the CVWMA or the Member Jurisdictions by third-parties or agencies of the federal, state or local governments for any environmental liability due to a release of pollutants to the environment, whether imposed by statute, ordinance, regulation or common law, relating to activities under the Contract.

This Article shall survive the expiration or termination of this Agreement.

ARTICLE X. FORCE MAJEURE

- A.** Failure of any party to this Agreement to perform under this Agreement by reason of Force Majeure shall not constitute default or be cause for termination of this Agreement. However, the party so failing to perform shall immediately notify the other party in writing of the failure, including reasons for such failure, and shall make reasonable efforts to correct such failure and to continue performance at the earliest possible date.
- B.** Should the Participating Local Jurisdictions be unable to receive the benefit of the services contemplated under the Contract due to the Contractor's failure to perform by reason of Force Majeure, the CVWMA shall, where practicable, take all reasonable steps to secure another vendor to perform the work as described in the Contract according to the already established schedule of rates, fees and charges in this Agreement. Should the CVWMA be unable to secure a vendor to perform according to the established schedule of rates, fees and charges, the parties may agree to a new schedule by written amendment to this Agreement. If the parties are unable to agree on a new schedule, this Agreement shall terminate.

ARTICLE XI. AUDITS, INSPECTIONS AND EXAMINATIONS

- A.** CVWMA's records, which shall include but not be limited to all documents, accounting records, written policies and procedures, contract files (including proposals of successful and unsuccessful Offerors), payroll records, original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement, shall be open to inspection by the Participating Local Jurisdiction and subject to audit and/or reproduction, during normal working hours or at such other times as are mutually agreed upon by the parties, to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by CVWMA or any of its agents or vendors pursuant to this Agreement.
- B.** For the purpose of such audits, inspections, examinations and evaluations, the Participating Local Jurisdiction's agent or authorized representative shall have access to records from the effective date of this Agreement, for the duration of the Agreement, and until five (5) years after the date of final payment by the Participating Local Jurisdiction to CVWMA for each fiscal year of service pursuant to this Agreement.
- C.** The Participating Local Jurisdiction's agent or authorized representative shall have reasonable access to CVWMA's facilities, shall have reasonable access to all necessary records, and shall be provided reasonable access to adequate and appropriate work space in order to conduct audits in compliance with this Article. The Participating Local Jurisdiction's agent or authorized representative shall give the CVWMA reasonable advance notice of intended audits.
- D.** When necessary, CVWMA will assist the Participating Local Jurisdiction in effectuating an inspection by the Participating Local Jurisdiction of records of the Contractor and any subcontractor related to the Contract, pursuant to the agreement of CVWMA and the Contractor in Sections 14 and 15 of the Contract.

ARTICLE XII. LICENSES, PERMITS AND CERTIFICATES

The responsibility for ensuring that all licenses, permits and certificates required in connection with any and all parts of the Special Project implemented by the Contract rests with the Contractor. For the benefit of CVWMA and the Participating Local Jurisdictions, CVWMA may require Contractor to

provide notice annually that all required licenses, permits, and certificates are current and have not lapsed.

ARTICLE XIII. TERMINATION

- A.** In the event the Participating Local Jurisdiction lawfully fails to appropriate funds to pay for services received under this Agreement, this Agreement shall terminate within the Participating Local Jurisdiction. The Participating Local Jurisdiction shall make every effort to notify the CVWMA of its inability to appropriate funds at least ninety (90) days prior to its effective date.
- B.** If the CVWMA's Contractor fails to perform in a satisfactory manner, or fails to perform in accordance with the terms of the Contract or applicable federal, state and local laws, regulations and ordinances, the Participating Local Jurisdiction shall have the right to demand, in writing, adequate assurance from the CVWMA and the Contractor that steps have been or are being taken to rectify the situation. Within ten (10) days of receipt of such a demand, the CVWMA shall obtain a response from the Contractor and said response will be immediately forwarded to the Participating Local Jurisdiction. The CVWMA will determine, in consultation with the Participating Local Jurisdiction, if the situation has been rectified. However, final decision on whether a situation has been rectified shall rest in the discretion of the CVWMA after investigation. CVWMA shall provide written notice of its decision in this regard to the Participating Local Jurisdiction and Contractor within 15 days of receipt if demanded from Participating Local Jurisdiction. In the event that the Contractor has not corrected the situation in accordance with the terms of the Contract with the CVWMA, the Participating Local Jurisdiction may render notice of termination or participation under the terms of the Agreement.

ARTICLE XIV. TITLES OF SECTIONS

Section headings inserted herein are for convenience only and are not intended to be used as aids to interpretation and are not binding on the parties.

ARTICLE XV. AMENDMENT

No modification or amendment of the terms hereof shall be effective unless written and signed by the authorized representatives of all parties entitled to receive a right or obligated to perform a duty under this Agreement. A signed original is to be fastened to the original Agreement with signed copies retained by all the parties. The written modification shall become effective according to the schedule agreed upon by the parties and set forth in any amendment to this Agreement.

ARTICLE XVI. MERGER CLAUSE: PREVIOUS AGREEMENTS SUPERSEDED

This Agreement shall constitute the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are without effect in the construction of any provision or term of the Agreement.

ARTICLE XVII. - DELEGATION

Neither the Participating Local Jurisdiction, nor the Contractor nor the CVWMA shall delegate its duties under this Agreement without the written consent of the other. Further, as also referenced in Section 29 of the Contract, no assignment of this Contract or any right accruing under this Contract shall be made, in whole or in part, by Contractor without the express written consent of the CVWMA and the Participating Local Jurisdiction.

ARTICLE XVIII. NO PARTNERSHIP

Nothing herein shall be construed to constitute a joint venture between the Contractor, the CVWMA and the Participating Local Jurisdiction or the formation of a partnership.

ARTICLE XIX. - SEVERABILITY AND WAIVER

Should any term, provision or other part of this Agreement be declared illegal by a Court of competent jurisdiction, it shall be excised and modified to conform to the appropriate laws or regulations. Should any term, provision or other part of the Contract be held to be inoperative, invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with applicable laws or regulations. In cases of illegal and/or invalid provisions, the remainder of the Agreement shall not be affected but shall remain in full force and effect.

ARTICLE XX. NON-APPROPRIATION

The MSW Collection and Disposal Services implemented and governed by this Agreement are funded solely through funds appropriated to the CVWMA by the Participating Local Jurisdiction. The continuation of the terms, conditions and provisions of this Agreement beyond the end of any government fiscal year is subject to the approval and ratification by the governing body of the Participating Local Jurisdiction and appropriation of the necessary money to fund this Agreement for the succeeding fiscal year by the Participating Local Jurisdiction.

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IN WITNESS WHEREOF, CVWMA and the Participating Local Jurisdiction have caused this Agreement to be executed on their behalf which shall be effective as of the day last executed by each of the parties.

APPROVED AS TO FORM:

**CENTRAL VIRGINIA
WASTE MANAGEMENT AUTHORITY**

McCandlish Holton, P.C.

By: _____
Kimberly A. Hynes
Executive Director

Date: _____

APPROVED AS TO FORM:

TOWN OF ASHLAND

Locality Attorney or designee

By: _____
Town Manager or designee

Date: _____

IN WITNESS WHEREOF, CVWMA and the Participating Local Jurisdiction have caused this Agreement to be executed on their behalf which shall be effective as of the day last executed by each of the parties.

APPROVED AS TO FORM:

McCandlish Holton, P.C.

**CENTRAL VIRGINIA
WASTE MANAGEMENT AUTHORITY**

By: _____
Kimberly A. Hynes
Executive Director

Date: _____

APPROVED AS TO FORM:

Locality Attorney or designee

CITY OF COLONIAL HEIGHTS

By: _____
City Manager or designee

Date: _____

IN WITNESS WHEREOF, CVWMA and the Participating Local Jurisdiction have caused this Agreement to be executed on their behalf which shall be effective as of the day last executed by each of the parties.

APPROVED AS TO FORM:

**CENTRAL VIRGINIA
WASTE MANAGEMENT AUTHORITY**

McCandlish Holton, P.C.

By: _____
Kimberly A. Hynes
Executive Director

Date: _____

APPROVED AS TO FORM:

CITY OF PETERSBURG

Locality Attorney or designee

By: _____
City Manager or designee

Date: _____

IN WITNESS WHEREOF, CVWMA and the Participating Local Jurisdiction have caused this Agreement to be executed on their behalf which shall be effective as of the day last executed by each of the parties.

APPROVED AS TO FORM:

McCandlish Holton, P.C.

**CENTRAL VIRGINIA
WASTE MANAGEMENT AUTHORITY**

By: _____
Kimberly A. Hynes
Executive Director

Date: _____

APPROVED AS TO FORM:

Locality Attorney or designee

CITY OF HOPEWELL

By: _____
City Manager or designee

Date: _____

REVISED
JULY 29 2018

**FIRST ADDENDUM TO
HOPEWELL MUNICIPAL SOLID WASTE (MSW) COLLECTION
SERVICES CONTRACT
BETWEEN
CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY
AND
THE CFS GROUP, LLC dba CONTAINER FIRST SERVICES**

WHEREAS, the Central Virginia Waste Management Authority (hereinafter “CVWMA”) and The CFS Group, LLC dba Container First Services (hereinafter “CONTRACTOR”) entered into the Hopewell Municipal Solid Waste (MSW) Services Contract (hereinafter “Contract”) beginning July 1, 2014 for an initial period of five (5) years, expiring June 30, 2019; and

WHEREAS, Section 2. Term of Contract of the Contract provides for an option to renew for one (1) additional five (5) year period; and

WHEREAS, the CVWMA and the CONTRACTOR wish to amend the terms of the Contract herein, to include the option to renew the Contract for five (5) years extending the Contract to June 30, 2024 as provided for under the existing Contract; and

WHEREAS, the CVWMA Board of Directors approved the extension of the Contract in Resolution 19-03 at the September 21, 2018 Board meeting; and

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants hereinafter provided:

BE IT RESOLVED, that the CVWMA and the CONTRACTOR agree to amend the Contract as follows:

1. SECTION 5 COMPENSATION FOR SERVICES AND RATE ADJUSTMENTS, Part A, delete and replace with the following:

A. The services described in this Contract shall be provided by the Contractor at the rates specified; the rates are those that shall be in effect for the five-year remaining term of Contract, beginning on July 1, 2019 and ending June 30, 2024.

PER UNIT MONTHLY MSW COLLECTION SERVICE*	
Residential Collection	
Utilize existing Hopewell provided 96-gallon Carts and replace up to 1 per ERU as necessary beginning July 1, 2014, CURB	\$8.10 per HH
Contractor Provided Carts - EACH ADDITIONAL CART	\$62 for the cart

Litter Baskets

\$1.35 per basket per collection

BULK MSW COLLECTION

MONTHLY 40 CUBIC YARD OPEN TOP RENTAL	\$ 0
PULL CHARGE--30 CUBIC YARD OPEN TOP ROLL-OFF	\$135.00
PER TON DISPOSAL	\$28.00
PER TON CHARGE FOR SPECIAL BULKY WASTE DISPOSAL	\$32.00
PER CU Yd CHARGE FOR SPECIAL BULKY WASTE PICK-UP	\$5.85

MONTHLY FRONT END LOADER SERVICE,

2 CUBIC YARD, 1 TIME PER WEEK	\$26.75
2 CUBIC YARD, 2 TIMES PER WEEK	\$48.15
2 CUBIC YARD, 3 TIMES PER WEEK	\$67.41
2 CUBIC YARD, 4 TIMES PER WEEK	\$82.82
2 CUBIC YARD, 5 TIMES PER WEEK	\$95.14
2 CUBIC YARD, ON CALL	\$26.75
4 CUBIC YARD, 1 TIME PER WEEK	\$38.84
4 CUBIC YARD, 2 TIMES PER WEEK	\$73.80
4 CUBIC YARD, 3 TIMES PER WEEK	\$105.26
4 CUBIC YARD, 4 TIMES PER WEEK	\$133.57
4 CUBIC YARD, 5 TIMES PER WEEK	\$159.06
4 CUBIC YARD, ON CALL	\$32.10
6 CUBIC YARD, 1 TIME PER WEEK	\$52.97
6 CUBIC YARD, 2 TIMES PER WEEK	\$100.63
6 CUBIC YARD, 3 TIMES PER WEEK	\$143.54
6 CUBIC YARD, 4 TIMES PER WEEK	\$182.16
6 CUBIC YARD, 5 TIMES PER WEEK	\$216.91
6 CUBIC YARD, ON CALL	\$37.45
8 CUBIC YARD, 1 TIME PER WEEK	\$64.20
8 CUBIC YARD, 2 TIMES PER WEEK	\$115.56
8 CUBIC YARD, 3 TIMES PER WEEK	\$163.71
8 CUBIC YARD, 4 TIMES PER WEEK	\$207.05
8 CUBIC YARD, 5 TIMES PER WEEK	\$246.10
8 CUBIC YARD, ON CALL	\$42.80

IN WITNESS WHEREOF, the parties hereto have made and executed this Addendum and it shall be effective July 1, 2019. The implementation date of this Addendum is July 1, 2019.

APPROVED AS TO FORM:

**CENTRAL VIRGINIA WASTE
MANAGEMENT AUTHORITY**



McCandlish Holton


Date: 10/15/2018

By: 

Kimberly A. Hynes
Executive Director

Date: 10/16/18

CONTAINER FIRST SERVICES

By: 

Date: 10/23/18

**MUNICIPAL SOLID WASTE (MSW) COLLECTION AND DISPOSAL
SERVICES CONTRACT**
between
CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY
And
WASTE MANAGEMENT OF VIRGINIA, INCORPORATED

WHEREAS, the Central Virginia Waste Management Authority (hereinafter “CVWMA”) issued a Request for Proposals (RFP 22-02) pursuant to §2.2-4302.2 of the Virginia Public Procurement Act on July 15, 2021, for Municipal Solid Waste (“MSW”) Collection and Disposal Services to be effective on or about July 1, 2022, and

WHEREAS, Waste Management of Virginia, Incorporated (hereinafter “Contractor”) among others, submitted a proposal in response to the RFP; and

WHEREAS, the CVWMA and the Contractor have engaged in negotiations regarding the provision of MSW Collection and Disposal Services; and

WHEREAS, the CVWMA Board of Directors on November 19, 2021 has, by Resolution 22-05, authorized the Executive Director to execute the necessary contract with Contractor to perform the services as identified in the RFP; and

WHEREAS, the CVWMA and the Contractor do mutually desire to enter into a Contract for Contractor to perform MSW Collection and Disposal Services as specified hereinafter,

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the CVWMA and the Contractor do hereby agree as follows:

SECTION 1. DEFINITIONS

For the purpose of this Contract, (as defined below), the definitions contained in this Section shall apply unless otherwise specifically stated. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender shall include the feminine gender. The word "shall" is always mandatory and not merely discretionary.

1. *Alley* – refers to passageway between or behind ERU’s.
2. *Authority or CVWMA* - shall mean the Central Virginia Waste Management Authority, an authority created under the provisions of the Virginia Water and Waste Authorities Act, §15.2-5100, et seq. as defined in Virginia Code §15.2-5102.
3. *Bags* - Plastic sacks designed for refuse with sufficient wall strength to maintain physical integrity when lifted by top; securely tied at the top for collection, with a capacity not to exceed 30 gallons and a loaded weight not to exceed 35 pounds.
4. *Bulky Waste* - A large appliance, piece of furniture or other waste material from a residential source other than Construction Waste or non-Household Hazardous Waste, that cannot be placed in a cart or container due to size. Bagged leaves and/or grass clippings are considered Bulky Waste. If other Bulky Waste is placed at the curb, the bagged leaves/grass clippings are included in the calculation of the maximum amount of waste to be collected. Bundled yard waste/brush shall be included in the calculation of the maximum amount of waste also.

5. *Bundle* - Yard Waste and garden trimmings securely tied together forming an easily handled package not exceeding four (4) feet in length or sixty-five (65) lbs. in weight.
6. *Cart* - A receptacle with an approximate capacity of 95 gallons, having a hinged, tight fitting lid, made of a minimum of 25 percent post-consumer recycled plastic and/or climate positive material, with wheels, a lid and bar necessary for tipping, provided to each ERU for MSW Collection.
7. *Construction Waste* – Waste produced or generated during construction, remodeling, or repair of pavements, houses, commercial buildings, and other structures as defined in 9 VAC 20-130-10 or as may hereafter be defined by the Virginia Department of Environmental Quality. Construction Waste includes, but is not limited to, lumber, wire, sheetrock, broken brick, shingles, glass, pipes, concrete, paving materials, metal and plastic if they are part of the construction material or empty containers for such material. Paint, coatings, solvents, asbestos-containing material, any liquid, compressed gasses or semi-liquids are not Construction Waste.
8. *Containers* - (a) Reusable Containers – Carts provided by Contractor or CVWMA. Personal reusable containers will not be collected by the Contractor. (b) Non-reusable Containers - See definition of Bags.
9. *Contract* – shall mean this written document and all amendments hereto made pursuant to Section 25 of the Contract between the CVWMA and the Contractor.
10. *Contractor* - shall mean Waste Management of Virginia, Incorporated.
11. *Curbside* – refers to the area adjacent to paved or traveled roadways.
12. *Customer Service Application* – Web-based system that contains a database of ERUs and service needs for each ERUs in real time. Access will be granted to Contractor to provide real time service.
13. *Disposal Site* - A refuse depository for the processing or final disposal of Refuse including but not limited to sanitary landfills, transfer stations, mass composting facilities, incinerators, and mixed waste processing separation centers, which are licensed, permitted or approved by all governmental bodies and agencies having jurisdiction.
14. *Equivalent Residential Unit (ERU)* – – A Residential Unit, a hotel, lodging house, restaurant, church, store, market, manufacturing plant, commercial establishment or other entity which receives residential type MSW collection and which is defined by the Participating Locality as equivalent to a Residential Unit for the purpose of MSW collection pursuant to this Contract.
15. *Front-End Load Container (FEL)* – container with a capacity of approximately 2, 4, 6, or 8 cubic yards with openings for use for collection of Refuse with access from the top and/or side, serviced by an FEL truck.
16. *Force Majeure* – shall mean any cause beyond the reasonable control of the party whose performance under this Contract is adversely affected, including but not limited to acts of God, change in law, war, riot, fire, explosion, injunction, action by governments not party to this Contract, where such cause, event or circumstance renders performance under this Contract impossible. "Reasonable control" of a party shall specifically exclude that party's ability to reach agreement in a labor dispute and that party's ability to settle or compromise litigation.
17. *Garbage*- readily putrescible discarded materials composed of animal, vegetable or other organic matter as defined in 9 VAC 20-130-10.

18. *Hazardous Waste* – Waste designated as hazardous by Federal law or by regulation of the United States Environmental Protection Agency or the Virginia Department of Environmental Quality.
19. *Household Waste* - Any waste material, including Garbage, Trash and Refuse, derived from households as defined in 9 VAC 20-130-10, and shall not include Hazardous Waste as defined herein.
20. *Litter* - All waste material, disposable packages or containers, but not including the wastes of the primary processes of mining, logging, farming, or manufacturing.
21. *Litter Baskets* - containers owned and maintained by a Participating Local Jurisdiction that are placed in public areas and used by the public for the deposit of litter. Bags for the baskets are to be provided by the Contractor.
22. *Member Jurisdictions* – shall mean the members of the CVWMA including the Counties of Charles City, Chesterfield, Goochland, Hanover, Henrico, New Kent, Powhatan and Prince George; the Cities of Colonial Heights, Hopewell, Petersburg, and Richmond; and the Town of Ashland.
23. *Monthly Service Fee*- The amount charged by the Contractor to CVWMA per month for collection and disposal of MSW from a Residential or Equivalent Residential Unit, outlined in Section 5
24. *Municipal Solid Waste (MSW)* - Household Waste, Bulky Waste, Garbage, Rubbish, Trash, Litter and/or Yard Waste.
25. *Old Towne Area* - shall mean that section of the City of Petersburg bound on the west by Market St, on the south by Washington St, on the east by Madison St and on the north by the Appomattox River.
26. *Participating Local Jurisdictions or Participating Localities* - shall mean those Member Jurisdictions that execute the Special Project Service Agreement for Municipal Solid Waste Collection and Disposal Services pursuant to Article 11 of the CVWMA Articles of Incorporation.
27. *Refuse* – shall mean all solid waste products having the character of solids rather than liquids and which are composed wholly or partially of materials such as garbage, trash, rubbish, litter, residues from clean-up of spills or contamination, or other discarded materials as defined in 9 VAC 20-130-10 and shall not include Hazardous Waste as defined herein.
28. *Refuse Collection Vehicles* – trucks designed to collect and contain MSW collected from the curb or alley of ERUs.
29. *Residential Unit* – a group of rooms located within a building and forming a single inhabitable unit with facilities which are used or are intended to be used for living, sleeping, cooking and eating and other daily activities.
30. *Roll-off Container* – a dumpster characterized by a rectangular footprint, designed to collect 30-40 cubic yards of MSW to be transported by a special Roll-Off Truck/trailer or hook lift truck.
31. *Routine Bulky Waste Collection* – The collection of an amount of Bulky Waste to be collected on the regularly scheduled collection day as the Container(s). The limits of *Routine Bulky Waste* generally should not exceed the quantity of material that could safely be placed in and transported by a full-size pick-up truck.

32. *Rubbish* – Combustible or slowly putrescible discarded materials that include, but are not limited to, Yard Waste, printed matter, plastic and paper products, grass, rags and other combustible or slowly putrescible material not included under the term “Garbage” as defined in 9 VAC 20-130-10.
33. *Service Area* – shall mean that geographic area in which Municipal Solid Waste Collection and Disposal Services pursuant to this Contract are to be provided within boundaries established by the CVWMA and Participating Local Jurisdictions.
34. *Special Bulky Waste Collection* - The collection of an amount of Bulky Waste that exceeds the quantity of material defined as *Routine Bulky Waste*.
35. *Special Project Service Agreement* - shall mean an agreement between the CVWMA and each Participating Local Jurisdiction specifying the terms and conditions under which the jurisdiction will participate in the program outlined in this Contract.
36. *Trash* – Combustible and noncombustible discarded materials and is used interchangeably with the term Rubbish, Garbage, and Refuse.
37. *Work Day* – shall mean any day Monday through Friday that is not a non-collection day, or a Saturday in the event of a holiday week.
38. *Yard Waste* - Prunings, grass clippings, weeds, leaves, brush, and general yard and garden wastes.

SECTION 2. TERM OF CONTRACT

- 2.1 Initial Term: the initial term of the Contract will be for a Seven (7) year period beginning on or about July 1, 2022 and ending on June 30, 2029 for the City of Colonial Heights. The initial term of the Contract for the Cities of Hopewell and Petersburg and the Town of Ashland will begin on or before July 1, 2024 and end on June 30, 2029 (the “Initial Term”). However, amendments consistent with the intent and scope of services outlined in this Contract and the RFP may be made pursuant to Section 25 of the Contract.
- 2.2 The parties agree that by their mutual consent, each expressed in writing and received at least one hundred eighty (180) days before the termination of the Initial Term ending June 30, 2029, that the Contract may be extended for one additional period of five (5) years upon the same terms and conditions as set forth herein (the “Extension Term”). However, during the renewal process the terms of this Contract or fees may be modified to effectuate the intent and scope of services outlined herein.

SECTION 3. SCOPE OF CONTRACT

The CVWMA covenants that during the Initial Term and any Extension Term, neither the CVWMA nor the Participating Local Jurisdictions shall engage other individuals or entities or operate themselves a program for the collection and/or disposal of MSW within their respective jurisdiction. The CVWMA shall not become involved in activities that would impair the exclusive right of the Contractor under this Contract to collect MSW from and/or dispose of MSW collected from the Participating Local Jurisdictions except to the extent limited herein.

Contractor agrees to provide MSW Collection and Disposal Services within the service area set forth in this Contract exclusively for CVWMA during the Initial Term and any Extension Term. It is explicitly understood that the CVWMA and the Participating Local Jurisdictions are free to

enter into contracts for any other type of solid waste collection, recycling or disposal service within the Service Area set forth in this Contract.

SECTION 4. SCOPE OF SERVICES

Contractor shall provide for the collection and disposal of MSW as defined herein.

4.1 MSW Residential Collection

- 4.1.1** General – Contractor shall provide for the collection of MSW from each ERU specified by CVWMA weekly and deliver the MSW to a properly permitted Disposal Site identified by the Contractor.
- 4.1.2** Service Area – MSW collection shall be provided by the Contractor to all specified ERUs within the Cities of Colonial Heights, Hopewell and Petersburg and the Town of Ashland. MSW collection shall begin in the City of Colonial Heights on or about July 1, 2022 and shall begin in the Cities of Hopewell and Petersburg and the Town of Ashland on or before July 1, 2024.
- 4.1.3** Frequency – Contractor shall provide weekly MSW collection to specified ERUs on a regularly scheduled route basis.
- 4.1.4** Manner of Collection – Contractor shall perform MSW collection to ensure that it creates a minimum of disruption to the neighborhoods where it provides these services. All MSW and Routine Bulky Waste placed on the curb or alley adjacent to a specified ERU shall be collected. The Contractor shall take measures to ensure that it leaves no obstruction to public right of ways, driveways or mailboxes when it concludes services at each ERU.

It is the resident's responsibility to see that Carts, Containers, Bags, and/or Bundles are placed at the designated location (including back yard, alley or curbside) by 7:00 a.m. on the designated collection day. "Curbside" refers to that portion of the right-of-way adjacent to paved or traveled roadways.

The Contractor may decline to collect any Cart, Container, Bag, or Bundle improperly set out or not defined herein; any Cart, Container, Bag, or Bundle containing material other than MSW; waste that does not meet the applicable definition in Section 1; or any MSW not properly contained in an appropriate Cart, Container, Bag or Bundle. Where the Contractor has reason to leave waste materials uncollected at an ERU, the Contractor shall inform the customer and/or the CVWMA at the time of collection by written notice as to why the material was not collected. Once serviced, the Contractor shall return each Cart or Container to the place where it was set out unless specifically instructed to do otherwise by the Participating Local Jurisdiction and if applicable, replace its cover. The Contractor shall not be required to collect MSW from Containers, other than Bags, that the Contractor or CVWMA did not provide to the customer.

- 4.1.5** Hours of Collection – MSW collection shall begin no earlier than 7:00 a.m. and cease by 7:00 p.m. Contractor shall notify CVWMA as soon as the Contractor is aware MSW collection will extend beyond 7:00 p.m. or must begin earlier than 7:00 a.m. Contractor must notify CVWMA and CVWMA must approve any exception regarding the extension of hours of collection.

Collection operations pursuant to this Contract shall occur on weekdays. If a holiday designated as a non-collection day falls on a weekday, collections will resume as defined in Section 4.1.6. Collections shall not occur on Sunday without prior approval from CVWMA.

- 4.1.6** Holiday Collection – The following holidays are designated as non-collection days: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In any week in which one of these holidays falls on one of the regular collection days (ie. Monday – Friday) collection service will be delayed by one day after the holiday for the remainder of the week. If additional federal or state holidays are designated during the Initial Term or any Extension Term, Contractor agrees to coordinate with CVWMA to determine whether or not to conduct collection services on the new holiday or delay by one day after the holiday. Contractor and CVWMA agree to make such determinations by October 1 following the designation of such additional holiday. Any changes to the collection schedule resulting from such designation will go into effect in the following year in order to provide notice of such changes to residents.
- 4.1.7** Collection Location and Alternate Location Service – Except as noted below, residents will place Carts, Containers, Bags, and/or Bundles with MSW at the Curbside or in the Alley adjacent to their ERU on their scheduled collection days.
- 4.1.8** Contractor shall provide Collection services to customers who are unable to place MSW Carts, Containers, Bags and/or Bundles Curbside or in Alleys on a case-by-case basis. Front porch or alternate location collection of MSW from an ERU shall be provided if all adult occupants residing therein require assistance and if a request for front porch or alternate location services has been made to CVWMA. CVWMA shall notify the Contractor of any customers requiring such service. CVWMA and Contractor shall cooperate in making this determination. MSW collection services provided as a result of such a determination shall be made with no addition to the unit cost to the CVWMA or the resident. Alternate location service shall be limited to three (3) percent of the aggregate number of units in each Participating Locality. The Contractor will provide each collection crew with a list of addresses at which porch or alternate location collection shall occur, by route, to ensure driver awareness of the responsibility to provide alternate location service.

Bulky Waste Collection – Routine Bulky Waste Collections will be made from residents of the service area as part of the normal provision of services under this Contract. Customers will be required to notify CVWMA by 2:00 p.m. on the day prior to their regular scheduled collection day of any Routine Bulky Waste for collection. The list of addresses for the Routine Bulky Waste Collection will be provided and made available to the Contractor by the CVWMA via CVWMA's Customer Service Application. The amount of Bulky Waste that constitutes a Routine Bulky Waste Collection is defined in Section 1. Contractor shall notify CVWMA when the amount of Bulky Waste set out for collection by a customer exceeds the maximum limit of Routine Bulky Waste set forth in Section 1. Contractor shall not be required to collect Bulky Waste which exceeds the Routine Bulky Waste limit set forth in Section 1 during Routine Bulky Waste Collections.

If a Special Bulky Waste Collection is needed, CVWMA will notify the Contractor to schedule the Special Bulky Waste Collection. Should the frequency with which a customer sets out materials for Routine Bulky Waste Collection, at any time, suggest that a Special Bulky Waste Collection is required, the Contractor shall notify the CVWMA. The CVWMA and the Participating Local Jurisdiction will assess the situation and decide whether the customer requires a Special Bulky Waste Collection. If the CVWMA and the Participating Local Jurisdiction determine that the customer requires a Special Bulky Waste Collection, Contractor will schedule and bill CVWMA for a Special Bulky Waste Collection. The final determination regarding the designation of Special Bulky Waste Collections pursuant to this Section shall rest with the CVWMA.

- 4.1.9** Collection Vehicles – Selection and procurement of vehicles for the collection of MSW shall be the responsibility of the Contractor. Contractor shall obtain and maintain an adequate number of vehicles to support the collection activities described herein. The vehicles must be sufficient to handle the special requirements of adverse weather and holiday or seasonal overloads as applicable. All collection vehicles shall be equipped with communication and electronic equipment to allow immediate contact with their drivers and the documentation of collection. The vehicles shall be licensed in the Commonwealth of Virginia and shall operate in compliance with all applicable federal, state, and local laws and regulations and must be of the type appropriate for services under this Contract.
- 4.1.9.1** Collection Vehicle Condition and Markings - The Contractor shall maintain all vehicles and other equipment in a safe and sanitary condition at all times. During operation on CVWMA routes, all collection vehicles shall have the CVWMA’s logo and telephone number, truck identification number and the name of the Contractor clearly displayed. Lettering should be at least three (3) inches high. The design of temporary signage shall be approved by the CVWMA. This signage shall be removed when trucks are used by the Contractor for non-CVWMA activities.
- 4.1.9.2** Collection Vehicle Spill Prevention and Cleanup - Each vehicle shall be equipped, at minimum, with a shovel, broom, and any other equipment necessary to clean up any litter, MSW or material that may be spilled or otherwise scattered during the process of collection. All vehicles shall be sufficiently secure so as to prevent any littering of solid waste and to meet all applicable federal, state and local regulations. No vehicles shall be willfully overloaded. Each truck shall also be equipped with a spill response kit to clean up the liquid spill of any materials from the truck. The kit shall include brooms and environmentally friendly vermiculate or similar absorbent material. Each collection vehicle shall also be equipped, at a minimum with the following items:
- a. Two-way communications device;
 - b. First aid kit;
 - c. An approved fire extinguisher;
 - d. Warning flashers;
 - e. Warning alarms to indicate movement in reverse;
 - f. Sign on the rear of vehicles which states “Vehicle Makes Frequent Stops”;
 - and
 - g. Spill kit to include absorbent material, broom and shovel

- 4.1.9.3 Collection Vehicle Condition** - All equipment shall be kept well painted, in good repair and appearance and in a sanitary, clean condition in order to meet reasonable community standards of appearance and environmental standards at all times. The CVWMA shall be the sole judge of community standards of appearance. To ensure compliance herewith the CVWMA reserves the right to inspect the Contractor's collection vehicles at any time during Contractor's normal business hours to ascertain the sanitary condition of Contractor's collection vehicles. Accordingly, the Contractor shall provide written notification of the storage location of the collection vehicles used to provide services under this Contract. Failure to keep a truck in generally operable condition and acceptable appearance, after inspection and notice, may result in the exclusion of that truck from the performance of MSW collection services under this Contract. If a significant number of collection vehicles are in ill repair Contractor may be subject to default of this Contract pursuant to Section 22 herein.
- 4.1.9.4 Reserve Equipment** - The Contractor shall have available, at all times, reserve equipment including two collection vehicles which can be put into service and operation within two (2) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the duties required by this Contract.
- 4.1.9.5 Compliance with Department of Transportation Restrictions** - The Contractor shall comply with all height and weight restrictions for any bridge, road or tunnel. At the request, and under the authority of, a Participating Local Jurisdiction, the CVWMA may inform the Contractor that its vehicles are denied access to certain streets, alleys, bridges and public ways where it is in the interest of the general public to do so because of conditions of the streets or bridges or the nature of development in the general area. Notice shall be given by the CVWMA prior to such access restriction so as not to unduly interfere with the Contractor's normal operations and scheduling. The law enforcement authorities of the relevant Participating Local Jurisdiction shall enforce access restrictions established under this Section.
- 4.1.10 Spill Prevention and Response** - To prevent and control the introduction of non-storm water discharges and pollutants into the municipal storm sewer system (MS4) or directly into water bodies to the maximum extent practicable as required by federal and state law, the Contractor shall implement a spill prevention and response plan. The plan must clearly identify ways to reduce the chance of spills, and train personnel responsible for spill prevention and response. The plan should also specify material handling procedures and storage requirements and ensure that clear and concise spill cleanup procedures are provided to each vehicle operator and crew.
- The Contractor shall notify CVWMA immediately of any spill that occurs while performing MSW collection services under this Contract and shall comply with all federal, state and local regulations/ordinances that govern illegal discharges and storm water protection and best management practices.
- 4.1.11 GPS Software and Technology** – Contractor agrees to work with CVWMA to implement a real time, electronic routing system that can be integrated into CVWMA's customer service web-based application. This may be accomplished with a GPS system or other means to provide real time or near real time information electronically to the CVWMA.

At a minimum, Contractor will provide login information that will enable CVWMA to access a system that will show, in real time, where Contractor's collection vehicles are located on a route, the locations on the route which the vehicle has already serviced, and the locations on the route which the vehicle has yet to service.

Contractor shall also provide a mechanism for inventorying and tracking Carts and service confirmation by residents by route on each collection day. The Contractor agrees to work with CVWMA to track and inventory Carts throughout the Initial Term and any Extension Term.

4.1.12 Personnel – The Contractor shall maintain an office within the CVWMA Service Area that has adequate staff and resources needed to carry out the requirements of the Contract.

The Contractor shall employ and assign qualified personnel to perform all the services set forth herein. The Contractor shall be responsible for ensuring that its employees comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position. All drivers of vehicles utilized by the Contractor in providing MSW Collection and Disposal Services shall hold a valid driver's license for operation of the type of vehicle being utilized, and shall comply with all licensing requirements of federal, state and local laws and ordinances.

The Contractor shall require its employees to conduct themselves in a courteous and helpful manner and refrain from using any profane language. The Contractor shall prohibit all employees and subcontractors from drinking or being under the influence of alcohol, marijuana, prescription drugs without a prescription or illegal drugs while performing their duties under this Contract. Each employee shall wear a company uniform clearly labeled with the Contractor's name. Clothing will be as neat and clean as circumstances permit. Shirts with sleeves shall be required at all times.

The Contractor's employees shall follow the regular walkways for pedestrians while on private property, shall not trespass or loiter on private property, shall not cross property to adjoining property, and shall not meddle or tamper with residents' real or personal property.

The Contractor shall assign one or more qualified field supervisors to oversee MSW collection services provided under this Contract and shall provide the name(s) of the field supervisor(s) in writing to the CVWMA. The supervisor shall have radio or cellular communication with the Contractor's office while performing work related to this Contract. The Contractor shall provide the CVWMA with an emergency phone number where the supervisor or other designated employee of the Contractor can be reached outside of the required collection hours.

The Contractor's employees, officers, and agents shall at no time be allowed to identify themselves or in any way represent themselves as being employees or agents of the CVWMA or any Participating Local Jurisdiction.

4.1.13 Routes, Collection Schedule and Household Counts – by April 1, 2022, the Contractor shall provide the CVWMA with route numbers and electronic versions of collection route maps that will be used for the residential collection of MSW in the City of Colonial Heights. By April 1, 2024 or ninety (90) days prior to the start of residential collection, the Contractor shall provide the CVWMA with route numbers and maps that will be used

for the residential collection of MSW in the Town of Ashland and the Cities of Hopewell and Petersburg. The days of collection must be specified by route. All routing is subject to CVWMA approval and shall be submitted electronically.

Once the Contractor establishes the collection routes, the Contractor shall not change collection days without prior approval of CVWMA. The Contractor shall submit any subsequent requests for permanent route changes in writing for approval by the CVWMA prior to implementation. All routing changes must be documented in the same level of detail as the original maps. The Contractor shall notify residents affected by the routing change.

The CVWMA will provide the Contractor with the unit counts and addresses eligible for MSW Collection and Disposal Services in the City of Colonial Heights by February 1, 2022. The CVWMA will provide the Contractor with the unit counts and addresses eligible for MSW Collection and Disposal Services in the Town of Ashland and the Cities of Hopewell and Petersburg by February 1, 2024 or 150 days prior to the commencement of MSW collection services in those jurisdictions. The approximate number of ERUs to be provided MSW Collection and Disposal Services is as follows:

Jurisdiction	Estimated ERUs
City of Colonial Heights	6,950
Town of Ashland	1,780
City of Hopewell	8,600
City of Petersburg	11,100 *

** includes approximately 200 ERUs in Old Towne collected three (3) times per week on Mondays, Wednesdays and Fridays.*

The Contractor may perform unit counts if they do not agree with the count provided. A representative of the CVWMA and/or the Participating Local Jurisdiction shall be involved in the conducting of unit counts and an updated address listing shall be provided. The Contractor may do the unit count in conjunction with the distribution of Carts. Unit counts shall be reviewed and approved by the CVWMA and will be the basis for the billing of Monthly Service Fees.

- 4.1.14** Inclement Weather - The Contractor shall be responsible for canceling collection operations if it is unable to safely complete such operations due to inclement weather. The Contractor will notify the CVWMA immediately by phone and in writing of any decisions regarding the delay, modification, or suspension of collection services as soon as a decision is made. If Contractor suspends or cancels collection services, the Contractor shall endeavor to make up missed collection services on the next possible Work Day or Saturday of the same week. In the event that inclement weather results in the cancellation of collection services for more than two days of a regular collection schedule, in the same week, the Contractor shall endeavor to make-up days of canceled service during the same collection week. In the event that the Contractor cancels collection services due to inclement weather and is unable to make up the canceled service, the CVWMA shall be entitled to an adjustment on the monthly billing to reduce the cost of service in proportion to the number of canceled collection days. The adjustment shall be calculated by

multiplying the number of ERUs that did not receive collection services by 75 percent of the prorated Monthly Service Fee for collection and the adjustment shown as a credit on the invoice submitted by the Contractor to the CVWMA for services during the month in which the cancelled days occurred.

The CVWMA agrees to assume responsibility for providing reasonable public notice of the cancellation of MSW collection services due to inclement weather.

4.2 MSW Containers

4.2.1 MSW Container Purchase and Distribution – CVWMA or the Participating Jurisdictions may purchase, assemble and distribute one Cart per ERU, on or about the start of the Contract for the City of Colonial Heights and on or about the implementation of this Contract in the Town of Ashland and the Cities of Hopewell and Petersburg. If Contractor provided Carts are requested under this Contract, the request shall be made in writing by February 1, 2022 for Colonial Heights or 180 days prior to the start date in the Town of Ashland and the Cities of Hopewell and Petersburg. Contractor shall include inventory tracking technology in or on each Cart for tracking purposes. CVWMA shall have sole approval of color, information and artwork to be included on the Carts throughout the Contract. If Carts are provided by the Contractor for the collection of MSW under this Contract, Carts shall be hot stamped with the CVWMA logo and the CVWMA customer service telephone number. The CVWMA shall provide the necessary artwork and shall have final approval of the hot stamp design. The Contractor shall notify the CVWMA when any Cart deemed no longer serviceable is removed.

4.2.2 Cart delivery, replacement and repair – regardless of who purchases and owns the Carts, the Contractor shall be responsible for providing storage, maintenance, repairs, removals, delivery and tracking of new and existing Carts in a timely manner during the Initial Term and any Extension Term as part of the Monthly Service Fee. Maintenance and repairs shall include repairing or replacing lids, wheels, lift bar, etc. as necessary. If CVWMA or the Participating Local Jurisdiction makes the initial purchase, it shall be responsible for the purchase of replacement Carts to keep inventory for replacements and new deliveries.

Where the Contractor causes damage to or the loss of a Cart, Contractor agrees to replace the Cart at no cost to the CVWMA, Participating Jurisdiction or the affected resident. If the Contractor purchases the initial Carts, the Contractor agrees to replace or repair any Cart which becomes defective during the manufacturer's warranty period.

Delivery of MSW Carts – Contractor shall deliver Carts throughout the Initial Term and any Extension Term, upon request by CVWMA, on a schedule mutually agreed upon by CVWMA and Contractor, however, shall not occur less frequently than bi-weekly or 14 calendar days.

4.2.3 Ownership of Carts – CVWMA or the Participating Local Jurisdiction shall retain ownership of all Carts they purchase, respectively. If Contractor provides Carts, the ownership of the Carts rests with the Contractor through the Initial Term of the Contract when at such time, ownership of the Carts conveys to the CVWMA or Participating Local Jurisdiction.

4.2.4 Program Information – Contractor shall deliver program information as determined and upon request by the CVWMA at the time it delivers MSW Carts to new and existing ERUs.

4.3 Litter Baskets and Specific Downtown Area MSW Collection

4.3.1 Litter Baskets – Contractor shall provide collection service to public litter receptacles (“Litter Baskets”) in accordance with the table below, including the provision of liner bags. In the City of Colonial Heights, Litter Baskets are located predominantly on the Boulevard and Dupuy Avenue (See Appendix A for a listing of Litter Basket locations in Colonial Heights). In the Town of Ashland and the Cities of Hopewell and Petersburg, Litter Baskets are located in their respective downtown areas.

The number of Litter Baskets in each of the Participating Local Jurisdictions is as follows:

Jurisdiction	Litter Baskets	Collection Frequency
Colonial Heights	12	Weekly on Wednesdays
Town of Ashland	14	Weekly on Mondays
Hopewell Downtown	18	Twice per Week on Mondays and Thursdays
Petersburg – Old Towne	32	Three Times per Week on Mondays, Wednesdays and Fridays

4.3.2 Specific Downtown Area Collection – Contractor shall provide MSW Collection services from Carts for public buildings and in downtown areas as follows and described in Attachment A:

4.3.2.1 Town of Ashland – Contractor shall provide MSW collection services weekly on a regular collection day for the following public facilities located in the Town one time per week:

Location	Address	# of Carts
Police Dept	601 England St	3
Town Hall	121 Thompson St	4
Visitor Center	112 N Railroad Ave	1
N Ashland Railside Park	W Vaughn Road	1

Ashland Skate Park	Randolph St (between England and Myrtle)	2
Carter Park Pavilion	1112 Maple Street	3

4.3.2.2 City of Hopewell - Contractor shall provide MSW collection services from Carts in Downtown Hopewell twice per week on Mondays and Thursdays. Downtown Hopewell is bound on the West- by -West Randolph St (Route 10) on the south by East Poythress St, on the east by Kippax St, and on the north by Appomattox St.

4.3.2.3 City of Petersburg Old Towne – Contractor shall provide MSW collection services to ERUs in the Old Towne area (bound on the west by Market Street, on the south by Washington St, on the east by Madison St and on the north by the Appomattox River). Collection of MSW shall be made by the Contractor three (3) times per week in the Old Towne area on Mondays, Wednesdays and Fridays. There are approximately 200 ERUs located in the Old Towne area. Routine Bulky Waste collection is also included as part of this specified service.

4.4 Front End Load (FEL) and Roll-Off Collection of MSW from Public Facilities

Contractor shall provide collection and disposal services from FEL and Roll-Off containers from various public buildings and facilities, including convenience centers in each of the respective Participating Localities. The listing of sites, type and frequency of collection in each of the Participating Localities is included in Appendix B, herein.

4.4.1 Contractor shall provide, maintain and place the FEL and Roll-Off Containers at the sites identified in Appendix B. The Contractor shall include appropriate signage, decals and identification of each FEL and Roll-Off Container. The Contractor shall be responsible for replacing and repairing damaged FEL and Roll-Off Containers as needed. The FEL and Roll-Off Containers shall be owned by the Contractor.

4.4.2 Contractor shall collect MSW from the FEL containers in accordance with the schedule provided in Appendix B, or as otherwise agreed upon by the parties in writing throughout the Initial Term and any Extension Term of the Contract, and shall dispose of the MSW at a properly permitted Disposal Site.

4.4.3 Contractor shall switch out Roll-Off Containers in accordance with the schedule provided in Appendix B, which may be revised in writing upon mutual agreement of the parties during the Initial Term and any Extension Term. Contractor shall also switch out Roll-Off Containers within 24 hours of the submission of a request from CVWMA.

4.4.4 Contractor shall make available Roll-Off Containers (open top) for temporary or permanent use for the Participating Local Jurisdictions and/or their residents to utilize for self-disposal of MSW. Contractor shall deliver Roll-Off Containers to specified site(s) and remove and dispose of the MSW as requested.

4.5 Disposal Sites - The Contractor shall notify the CVWMA of each identified Disposal Site for each of the Participating Local Jurisdictions. Any change in Disposal Sites shall be communicated in writing to the CVWMA. The Disposal Sites shall be properly permitted and compliant during the Initial Term and any Extension Term in accordance with applicable

Virginia Waste Management Regulations. Contractor shall be totally responsible for all equipment it operates on any Disposal Site, whether publicly or privately operated.

The Disposal Site for the MSW collected in the City of Petersburg shall be Meridian Waste's Tri City Regional Landfill and Transfer Station located at 390 Industrial Drive, Petersburg Virginia 23803. If during the Initial Term and any Extension Term of this Contract, the Contractor is unable to dispose of Petersburg's MSW at Meridian Waste's Landfill or Transfer Station, Contractor shall transport and dispose of Petersburg's MSW at a properly permitted and compliant Disposal Site under terms agreed upon between the CVWMA, Contractor and the City of Petersburg.

4.6 Public Education and Outreach – The Contractor shall collaborate, support and assist CVWMA in providing information and notification to residents regarding collection days, holidays, contact information, and proper preparation in order to ensure efficient and timely MSW collection services.

4.7 Reports – Contractor shall submit to CVWMA daily, monthly and annual reports as detailed below:

Daily: At the end of each work day, Contractor shall close out all work orders in the CVWMA's web-based customer service application with the appropriate response as to how the complaint/service request has been addressed or resolved. Contractor shall log in CVWMA's web-based Customer Service Application any rejected MSW Containers or Routine Bulky Waste that it did not collect that day and indicate the reason for non-collection.

Monthly: At a minimum, the Contractor shall include the following information in the monthly reports:

- Weights of MSW collected by route and by Participating Jurisdiction
- Number of loads/trips to the Disposal Site of MSW collected by Participating Jurisdiction
- Current count of Carts by size and collection frequency
- List of facilities used for disposal;
- Log of resident address where 'education tags' or 'rejection notices' were left because the MSW was not prepared properly
- Report on any unresolved complaint involving a claim of damage to private or public property as a result of actions of the Contractor's employees, agents or subcontractors for the previous month. This monthly report shall include the name, address and phone number of the complainant, date of occurrence, nature of occurrence and the status of disposition. In the event the Contractor believes any complaint to be without merit, they shall notify CVWMA. The CVWMA shall investigate all disputed complaints and render a decision.

Monthly reports shall be provided by the 10th of each month for the previous month.

Annual: Contractor shall provide annually:

- Updated safety plan
- Updated spill prevention and response plan
- Recommendations for program improvement during the remainder of the Contract

SECTION 5. COMPENSATION FOR SERVICES AND RATE ADJUSTMENTS

The services described in this Contract shall be provided by the Contractor for the fees specified herein.

5.1 Residential MSW Collection Rates:

Per EDU Monthly MSW Collection & Disposal	
City of Colonial Heights, CVWMA or Participating Local Jurisdiction (“PLJ”) provided Carts	\$ 13.12/ERU/Month
City of Colonial Heights, Contractor provided Carts	\$ 14.77/ERU/Month
Town of Ashland, CVWMA or PLJ provided Carts	\$ 13.21/ERU/Month
Town of Ashland, Contractor provided Carts	\$ 15.34/ERU/Month
City of Hopewell, CVWMA or PLJ provided Carts	\$ 13.21/ERU/Month
City of Hopewell, Contractor provided Carts	\$ 15.34/ERU/Month
City of Petersburg, CVWMA or PLJ provided Carts, collection only and free disposal at Tri-City Landfill/Transfer Station *	\$ 9.89/ERU/Month
City of Petersburg, Contractor provided Carts, collection only and free disposal at Tri-City Landfill/Transfer Station *	\$ 12.02/ERU/Month
Special Bulky Waste Pick-Up, ERU in any Participating Local Jurisdiction	\$ 125.00/Pick Up

The monthly MSW collection and disposal rates set forth above include the Contractor providing Cart maintenance to include, storage, delivery, removals, and repairs regardless of who makes the initial purchase and delivery of new Carts, regardless of who owns the Carts throughout the term of the Contract.

*MSW taken to the Tri-City Landfill and Transfer Station owned by Meridian Waste located at 390 Industrial Drive, Petersburg, Virginia 23803. Should the Contractor be unable to dispose of MSW at the Tri-City Landfill and Transfer Station at any point during the Initial Term and any Extension Term of the Contract, Contractor agrees to negotiate with CVWMA and the City of Petersburg for an alternative Disposal Site.

5.2 Roll-Off Hauling and Disposal Rates:

Roll-Off Hauling and Disposal	
City of Hopewell	
Roll-Off Container Hauling, including Container rental	\$ 390.00/haul
Disposal Cost	\$ 35.00/ton
Cities of Colonial Heights & Petersburg and Town of Ashland	
Roll-Off Container Hauling, including Container rental	\$ 425.00/haul
Disposal Cost	\$ 43.00/ton

5.3 Front-End Load (FEL) Monthly Collection Fees:

Frequency of Collection	2 cubic yard	4 cubic yard	6 cubic yard	8 cubic yard
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1 time per week	\$59.50	\$70.75	\$82.15	\$93.20
2 times per week	\$113.25	\$133.70	\$154.35	\$174.65
3 times per week	\$167.00	\$196.70	\$226.55	\$256.00
4 times per week	\$220.80	\$259.70	\$298.80	\$337.50
5 times per week	\$274.55	\$322.70	\$371.00	\$418.90

- 5.4 Annual Adjustment** – The Contractor will be eligible for an annual adjustment of rates which shall be made on July 1 of each Contract year beginning July 1, 2023 based on the increase in the U.S. Consumer Price Index, Water and Sewer and Trash collection services in U.S. city average, all urban consumers, not seasonally adjusted (Series ID CUUR0000SEHG), for the most recent twelve (12) months ending March 31 prior to the Contractor’s anniversary date. In order to receive a fee increase pursuant to this Section, Contractor must submit a written request to CVWMA on or before June 1 of each Contract year. Annual increases shall not exceed three (3) percent of the previous year’s Contract price for services.
- 5.5 Invoicing and Payment** - The CVWMA shall make payments to the Contractor within thirty (30) days after its receipt of a complete and satisfactory billing invoice by the 10th of the month for services provided the previous month. No payment will be due until thirty (30) days after Services have been completed. No invoice shall be submitted for work that has not as yet been performed nor will any such invoice be considered payable until work identified therein is in fact completed. Contractor’s billing invoice will not be considered complete and payable if it fails to include the appropriate monthly reports specified in Section 4.7 of this Contract. Failure by the Contractor to include specified reports shall be cause to withhold payment for the previous month by Contractor until such time as the required reports are received by CVWMA. The CVWMA will not pay late fees on invoices not received in accordance with the Contract.
- 5.6 Monthly Residential Unit Counts** – The CVWMA shall pay the Contractor for MSW collection services in accordance with the rates and monthly ERU counts set forth herein. Prior to the effective date of this Contract, monthly Unit counts shall be revised by CVWMA and communicated to Contractor to reflect the true addresses eligible for MSW collection services for the City of Colonial Heights. The monthly Unit counts will be established by CVWMA and communicated to Contractor for the Town of Ashland and the Cities of Hopewell and Petersburg prior to the commencement of MSW collection services in each of the respective Participating Local Jurisdictions. It is anticipated the monthly Unit count will fluctuate during the Initial Term and any Extension of this Contract and will be updated by CVWMA on a semi-annual basis.
- 5.7 Change of Law** - If at any time during the term of the Contract the “Cost of Operation” (as defined herein) increases over the “Base Period” (as defined herein) as a direct result of changes in State, federal, or local legislation or regulations, excluding changes in tax laws, which affect permit status or availability of the Contractor, the Contractor bears the increase in costs up to five percent (5%) per year, beyond that, fee increases are negotiable. “Cost of Operation” means the cost of providing the collection and disposal services under the Contract during the Base Period. “Base Period” means the six-month (6) period immediately preceding the onset of the financial impact of the new state or federal legislation. Before entering into price negotiations provided by this paragraph, and before selecting a method of compliance that results in the increased Cost of Operation, the Contractor shall consult with and receive

approval from the CVWMA of a plan and cost impact statement describing various alternative methods of compliance with the new State, federal, or local legislation or regulation and justifying the selected method of compliance as the most appropriate alternative.

SECTION 6: SERVICE INQUIRIES AND COMPLAINTS

The CVWMA will be responsible for communicating to the Contractor service issues and other matters of concern received from Participating Local Jurisdictions and/or residents of Participating Local Jurisdictions served by this Contract.

All service inquires and complaints shall be directed to and received by the CVWMA's customer service office including those calls made directly to the Contractor by customers. The CVWMA will record each complaint into the CVWMA web-based computer application. The information, including the address and phone number of the complainant, date of occurrence, nature of occurrence and requested disposition will be available on a real-time basis to the Contractor. A representative of the Contractor shall provide a dedicated staff person to monitor and direct action on the service requests throughout each Work Day.

The Contractor shall have until the end of the current workday to return and collect those missed collections or otherwise resolve the customer's complaint, when practicable, when notified of the complaint by noon of the same day by the CVWMA. When notified by the CVWMA of a missed collection or customer complaint after noon, the Contractor shall have until the end of the next Work Day to return and collect missed collections or otherwise resolve the customer's complaint, when practicable. For those complaints received after noon and before 5:00pm on Fridays, the Contractor shall return and collect missed collections or otherwise resolve the complaint by the end of the day on the next Work Day. The Contractor shall make every effort to resolve customer complaints on the day on which it receives notice of the complaint.

At the end of each Work Day, the Contractor shall close out all complaints or other work orders on the CVWMA computer application that have been resolved during that Work Day. This shall include, where applicable, the date, approximate time, and a description of the resolution of the complaint.

SECTION 7: PAYMENT FOR NON-PERFORMANCE

To compensate CVWMA for inconvenience, time and effort related thereto, and/or for addressing a failure by the Contractor to fulfill its obligations (including obligations involving compliance with federal, state and/or local laws, regulations, or rules) in the manner required by the Contract, such failure shall result in a payment for non-performance to the CVWMA as indicated below. The non-performance payment shall be deducted from any amounts due to the Contractor by the CVWMA. If no amounts are due to the Contractor, the Contractor shall remit the non-performance payment to the CVWMA upon receipt of written demand from the CVWMA. Ten-day advance written notice will be provided to the Contractor of the CVWMA's intent to invoke the payment for non-performance clause for contract violations.

It is the intent of the CVWMA to ensure the Contractor provides a quality level of service for MSW collection and disposal. The CVWMA shall notify the Contractor of each complaint reported to the CVWMA. It shall be the duty of the Contractor to take whatever steps are necessary to remedy the complaint. Failure to remedy the complaint as set forth in Section 6 herein may result in a payment for non-performance against the Contractor. In assessing financial

assessments, consideration will be given to extreme weather conditions. The following summarizes the penalties that may be assessed administratively by the CVWMA:

Non – Performance	Financial Assessment
Failure to resolve collection complaints by the end of the current Work Day when Contractor has been notified of the complaint by CVWMA by noon or by the end of the subsequent Work Day when Contractor has been notified of the complaint by the CVWMA after noon.	\$25.00 per ERU for complaints not resolved by the end of the appropriate Work Day after notification by CVWMA. \$50.00 per ERU for each subsequent Work Day.
Failure to properly contain or clean up spillage, including motor oil, hydraulic oil, contaminated water, and other contaminants caused by the Contractor (this does not include potential jurisdiction fines or costs incurred by others to clean up spills)	\$1500.00 per incident
Failure to notify the CVWMA and/or the Participating Local Jurisdiction of spillage of any contaminant from Contractor collection vehicle within one (1) hour of incident	\$1,000 per incident
Failure to provide notification of extension of collection outside the hours of operations specified by the Contract to the Contract Administrator.	\$100.00 per incident per day
Changing routes or route order without proper notification to CVWMA and Participating Local Jurisdictions.	\$100.00 per incident
Failure to deliver a Cart or Container as requested or repair a Cart as requested within 14 calendar days of the request.	\$25.00 per day per incident
Failure to collect MSW as scheduled from an alternate location ERU two cycles in a row.	\$250.00 per incident

The above stated penalties shall not limit any damages claimed by CVWMA in a court action arising from the performance or non-performance of this Contract.

SECTION 8. TITLE TO MATERIAL

Title to, control of and responsibility for MSW collected pursuant to this Contract shall vest to the Contractor at the time of collection from the ERU. Title to, control of and responsibility of the MSW prior to collection shall remain with the resident as long as it remains at the ERU. Title to, control of and responsibility of the MSW collected from a Participating Locality site via FEL or Roll-Off shall vest to the Contractor upon collection of the MSW. CVWMA shall not at any time obtain or retain title to any MSW collected or disposed of pursuant to this Contract.

SECTION 9. INSURANCE

In addition to any other contractual liability assumed by the Contractor, the Contractor shall be required to carry for the life of the Contract with the CVWMA Public Liability Insurance with a company licensed to do business in the Commonwealth of Virginia in the amount and coverage specified below. The Contractor shall, prior to commencement of work under the Contract, deliver Certificates of Insurance from carriers acceptable to the CVWMA specifying such limits, with the CVWMA and the individual Member Jurisdictions named as additional insured parties on such policies. In addition, the Contractor shall require the insurer to give the CVWMA thirty (30) days advance written notice of its decision to cancel, change or fail to renew coverage. The CVWMA reserves the option to increase the required insurance amounts if the Contract is renewed for any Extension Term.

9.1 Worker's Compensation and Employer's Liability

Statutory Requirements

Additional Employer's Liability Coverage will be required of the Contractor and any subcontractor where any class of employee engaged in work under the Contract is not protected under the Workers' Compensation Statute.

9.2 Automotive Liability, Including Owned, Non-Owned and Hired Car Coverage

Limits of Liability:

- a. Bodily Injury: \$1,000,000 each person, \$4,000,000 each occurrence
- b. Property Damage \$1,000,000 each occurrence

9.3 Comprehensive General Liability

Limits of Liability:

- a. Bodily Injury: \$1,000,000 each person, \$4,000,000 each occurrence
- b. Property Damage \$1,000,000 each occurrence, Including:
 - i. Completed Operations/Products
 - ii. Contractual Liability for Specified Agreements
 - iii. Personal Injury
 - iv. Broad Form Property Damage

NOTE: The levels of coverage required in 9.2 and 9.3 can be met by the primary policy alone, or in concert with an excess liability policy.

The Contract shall be subject to termination by the CVWMA at any time if said insurance is canceled by the issuing company or the insurance company is relieved from liability for any reason. Notice of cancellation must be provided to the CVWMA one hundred and twenty (120) days prior to the effective date of said cancellation. This Contract will not be terminated if within five (5) working days of receipt of such notice, the Contractor files with the CVWMA a certificate evidencing similar insurance coverage to be effective for the balance of the Contract period.

SECTION 10. PERFORMANCE BOND

10.1 The Contractor shall be required to furnish to the CVWMA and keep current during the Initial Term and any Extension Term of the Contract, including any renewal time frame if applicable, a performance bond for the faithful performance of the Contract and all obligations arising thereunder in an amount equal to at least 30% of the estimated annual cost of the

Contract. It shall be executed by a surety company licensed to do business in the Commonwealth of Virginia; having an "A-" or better rating by A. M. Best or Standard and Poor's; and included on the list of surety companies approved by the Treasurer of the United States. The performance bond shall be in a form acceptable to the CVWMA covering the faithful, legal and complete performance of the Contract. The CVWMA may allow an irrevocable letter of credit in lieu of the performance bond with a banking institution and on terms and conditions acceptable to the CVWMA.

10.2 Should the financial condition of the surety or banking institution become unacceptable to the CVWMA, the Contractor shall be notified in writing of that unacceptability. Within sixty (60) days of receipt of said notification Contractor shall furnish such additional bond or substitute letter of credit at the Contractor's expense as may be required by the CVWMA to protect its interests.

10.3 The Contract shall be subject to termination by the CVWMA at any time if said bond or letter of credit shall be canceled or the surety thereon relieved from liability for any reason. Notice of cancellation of the bond or letter of credit must be served upon the CVWMA one hundred and twenty (120) days prior to the effective date of said cancellation. The Contract will not be terminated if within five (5) working days of receipt of such notice the Contractor's files with the CVWMA a similar bond or letter of credit to be effective for the balance of the Contract period.

SECTION 11. INDEMNIFICATION

The Contractor shall indemnify and hold the CVWMA, its individual members (or voting alternates) of the CVWMA Board of Directors, and the officers, agents or employees of the CVWMA, and its Member Jurisdictions, and their elected officials, officers, agents and employees, harmless from and defend against all claims (legal, equitable or administrative), damages, losses, expenses (including expert witness fees), consultant and attorney fees, remediation costs, removal costs, clean-up costs and all other costs, liabilities or expenses arising out of or resulting from the performance of services set forth in this Contract, or the failure to perform said services. It is understood that this indemnification shall extend to any and all claims against the CVWMA or the Member Jurisdictions by third-parties or agencies of the federal, state or local governments for any environmental liability due to a release of pollutants to the environment, whether imposed by statute, ordinance, regulation or common law, relating to activities under this Contract.

This Section shall survive the expiration or termination of this Contract.

SECTION 12. FORCE MAJEURE

Failure of any party to perform under this Contract by reason of Force Majeure shall not constitute default or be cause for termination of this Contract. However, the Contractor so failing to perform shall immediately notify the CVWMA and the Participating Local Jurisdictions in writing of the failure, including reasons for such failure, and shall make reasonable efforts to correct such failure and to continue performance at the earliest possible date.

Should the Contractor be unable to complete performance under this Contract due to the Contractor's failure to perform by reason of Force Majeure, CVWMA shall be authorized to, where practicable, take all reasonable steps to secure another vendor to perform the responsibilities of the Contractor according to the already established schedule of rates, fees and charges. Should the CVWMA be unable to secure a vendor to perform according to the established schedule of rates, fees and charges,

CVWMA may agree to a new schedule by written amendment to this Contract. If CVWMA and Contractor are unable to agree on a new schedule, this Contract shall terminate.

SECTION 13. SUBCONTRACTORS

- 13.1** Contractor hereby agrees that no subcontractor will be used to perform any of the services to be provided to the CVWMA under this Contract without the advance written approval of the CVWMA. Contractor further agrees that any subcontractor shall meet all CVWMA requirements imposed on the Contractor.
- 13.2** Each individual entity of the Contractor that is constituted as a joint venture shall be considered and treated as a subcontractor subject to the conditions applicable to subcontractors under this Contract.
- 13.3** Contractor shall be responsible for all actions of subcontractors performed or failed to be performed under this contract.
- 13.4** Should the CVWMA provide written approval to the Contractor to use a subcontractor, the Contractor shall:
- 13.4.1** In accordance with the requirements of Virginia Code Section 2.2-4354, if the Contractor engages any subcontractor to performs services or provide goods in connection with Contractor's performance under this Contract, the Contractor shall, within seven (7) days after receipt of amounts paid to the Contractor by the CVWMA for work performed by the subcontractor under that contract:
 - a. Pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor under that contract; or
 - b. Notify the CVWMA, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
 - 13.4.2** The Contractor shall provide the CVWMA with its federal ID number prior to receiving any payment hereunder.
 - 13.4.3** The Contractor shall pay interest to its subcontractors on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the CVWMA for work performed by the subcontractor under that contract, except for amounts withheld as allowed in subparagraph 1.a. above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent per month.
 - 13.4.4** The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements set forth herein with respect to each lower-tier subcontractor.
 - 13.4.5** The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of the CVWMA or any of its Member Jurisdictions.
 - 13.4.6** A Contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

SECTION 14. INSPECTIONS

Contractor agrees to permit CVWMA and/or its designated representatives to inspect facilities, equipment and records necessary to evaluate Contractor's performance under this Contract. Inspection of the equipment, facilities and materials collected shall be on demand, permitted during Contractor's normal operating hours. Contractor shall provide contact information for Disposal Sites for contact by CVWMA at any time during the term of this Contract. Inspection of other records shall be in accordance with Section 15 of this Contract.

SECTION 15. CONTRACTOR'S RECORDS

Records of the Contractor and any subcontractor related to this Contract shall be subject to CVWMA review, audit and/or reproduction and shall be open to inspection by the CVWMA and/or its authorized agents and representatives of the Participating Local Jurisdictions, during normal working hours or at such times as are mutually agreed upon to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted to the CVWMA pursuant to this Contract. The Contractor shall maintain its books and records related to the performance of this Contract and shall insure that any subcontractor maintains their books and records in accordance with the following minimum requirements:

- 15.1** Any and all ledgers, books of account, invoices, vouchers and canceled checks, as well as all other records or documents evidencing or relating to charges for services, expenditures or disbursements borne by the CVWMA shall be maintained for a minimum period of five (5) years following the conclusion of each Contract year, or for any longer period required by law.
- 15.2** All documents and records which demonstrate performance under this Contract shall be maintained for a minimum period of five (5) years following the conclusion of each Contract year or for any longer period required by law.

SECTION 16. COMPLIANCE WITH EQUAL OPPORTUNITY

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

- 16.1** The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or other basis prohibited by Virginia law relating to discrimination in employment, except where such is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- 16.2** The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that the Contractor is an equal opportunity employer.
- 16.3** Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purposes of meeting the requirements of this Section.
- 16.4** The Contractor will include the provisions of the foregoing paragraphs 16.1, 16.2, and 16.3 of this Section 16 in every subcontract or purchase order related to this Contract of over \$10,000, so that the provisions will be binding upon each subcontractor vendor.

16.5 The Contractor shall comply with Executive Order No. 11246, entitled "Equal Employment Opportunity" as supplemented in Department of Labor Regulation (41 CFR, Part 60). During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest, agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, which is made part of this Contract by reference, and with any other applicable provision of federal or state law guaranteeing equal employment opportunity.

SECTION 17. DRUG-FREE WORKPLACE

During the performance of this Contract, the Contractor shall comply with all federal, state and local government laws regarding controlled substances, where applicable. In addition, the Contractor agrees as follows:

17.1 The Contractor will provide a drug-free workplace for its employees.

17.2 The Contractor will post in a conspicuous place(s), available to employees and applicants for employment, a statement notifying employees that the unlawful sale, distribution, dispensation, possession or use of a controlled substance, marijuana, prescription drugs without a prescription or illegal drugs is prohibited in the workplace and specifying the actions that will be taken for violation of this prohibition.

17.3 The Contractor will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace.

17.4 The Contractor will include the provision of the foregoing Subparagraphs 17.1, 17.2, and 17.3 of this Section 17 in every subcontract or purchase order under this Contract over \$10,000, so that the provisions will be binding upon the Contractor's sub-contractors and employees.

SECTION 18. INDEPENDENT CONTRACTOR

Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the CVWMA, its Member Jurisdictions, or the Participating Local Jurisdictions. Nothing herein shall be construed as creating a partnership or joint venture between the CVWMA and Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of the CVWMA or Participating Local Jurisdictions and no such person shall be entitled to any benefits available or granted to employees of the CVWMA.

SECTION 19. MODIFICATIONS DUE TO PUBLIC WELFARE OR CHANGE IN LAW

Nothing contained in this Contract shall require any party to perform any act or function contrary to law. The CVWMA and Contractor agree to enter into good faith negotiations regarding modifications to this Contract which may be required in order to implement changes in the interest of the public welfare or due to change in law.

SECTION 20. LICENSES, PERMITS AND CERTIFICATES

Contractor shall obtain all licenses, permits and certificates required in connection with any performance of and services provided under this Contract prior to commencing services and shall provide evidence thereof upon request by CVWMA or Participating Local Jurisdiction.

SECTION 21. COMPLIANCE WITH LAWS AND REGULATIONS:

Contractor agrees that, in the performance of this Contract and the performance of other work and services under the Contract, Contractor will qualify under and comply with any and all federal, state and local statutes, ordinances, rules, regulations and/or permits now in effect, or hereafter enacted or required during the term of this Contract, which are applicable to Contractor, its employees, agents or subcontractors, if any. In addition, Contractor at all times shall adhere to all OSHA, UL, DOT and other applicable safety standards and mandates in the performance of all work.

SECTION 22. DEFAULT

22.1 In the event that either Contractor or the CVWMA defaults in the performance of any of the covenants or agreements to be kept, done or performed by either party under the terms of this Contract, the non-defaulting party shall notify the other party in writing of the nature of such default. Within ten (10) working days following such notice, the defaulting party shall correct the default; or in the event of a default not capable of being corrected within ten (10) working days, the defaulting party shall commence correcting the default within ten (10) working days of the receipt of notification thereof, and shall thereafter correct the default within thirty (30) days. CVWMA may also declare the Contract immediately in default if it deems that Contractor has breached in a manner that cannot be corrected and/or is not likely to be timely corrected. Such declaration of immediate default shall be made solely in CVWMA's discretion. During the notification period, if applicable, the CVWMA shall have the right to contract with others to perform the services otherwise to be performed by the Contractor or to perform such services itself and seek from Contractor reimbursement for the difference in cost of services.

If the defaulting party fails to correct the default as provided above, the other party, without further notice, shall have all of the following rights which the party may exercise singly or in combination, in addition to any other right or remedy allowed by law:

22.1.1 The right to declare that this Contract, together with all rights granted or obligations incurred hereunder, is terminated, effective upon such date as the non-defaulting party shall designate. In the event of such termination, Contractor shall be compensated only for the services (as set forth herein) provided in accordance with the terms of the Contract and expenses incurred as of the date of termination.

22.1.2. The CVWMA shall have the right to contract with others to perform the services otherwise to be performed by Contractor or to perform such services itself and seek cost of difference in service from Contractor.

In the event that Contractor files a petition in bankruptcy court or is the subject of an involuntary bankruptcy proceeding, Contractor shall notify CVWMA within ten (10) days of filing. CVWMA shall have the right to demand assurances that Contractor can continue to perform its obligations under this Contract and Contractor shall provide such assurances as provided herein. Failure of Contractor to provide adequate assurances shall constitute a default. Neither party shall be considered in default of this Contract if such failure to perform is directly caused by a Force Majeure event.

22.2. A waiver by either party of any breach of any provision of this Contract shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any

provision itself. No payment or acceptance of compensation of any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance.

Where the condition to be waived is a material part of the Contract such that its waiver would affect the essential bargain of the parties, the waiver must be supported by consideration and shall take the form of a Contract amendment as provided for elsewhere in this Contract.

SECTION 23. TERMINATION

Notwithstanding Section 22, if the Contractor fails to perform in a satisfactory manner based on CVWMA's analysis or review, or fails to perform in accordance with the terms of the Contract or applicable federal, state and local laws, regulations and ordinances, the CVWMA shall have the right to demand, in writing, adequate assurance from the Contractor that steps have been or are being taken to rectify the situation. Within ten (10) days of receipt of such a demand, the Contractor shall respond by stating the steps taken or to be taken to rectify the non-performance or non-compliance. If the Contractor has not performed or corrected the non-compliance in accordance with the terms of the Contract, or if, in the reasonable judgment of the CVWMA, the Contractor cannot or will not perform or rectify the non-compliance within thirty (30) days following receipt by CVWMA of such response, then CVWMA may send to the Contractor a written notice of termination, and this Contract shall terminate effective fifteen (15) days following the date of such notice of termination.

SECTION 24. TITLES OF SECTIONS

Section headings inserted herein are for convenience only and are not intended to be used as aids to interpretation and are not binding on the parties.

SECTION 25. AMENDMENT

No modification or amendment of the terms hereof shall be effective unless written and signed by the authorized representatives of the parties entitled to receive a right or obligated to perform a duty under this Contract. A signed original is to be fastened to the original Contract with signed copies retained by the parties. The written modification shall become effective according to the schedule agreed upon by the parties and set forth in any amendment to this Contract.

SECTION 26. MERGER CLAUSE: PREVIOUS AGREEMENTS SUPERSEDED

This Contract shall constitute the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are without effect in the construction of any provision or term of the Contract.

SECTION 27. DELEGATION

Neither the Contractor nor the CVWMA shall delegate its duties under this Contract without the written consent of the other. This Contract shall be binding upon and inure to the benefit of the permitted assigns, heirs and personal representatives of the Contractor and shall be binding upon and inure to the benefit of the permitted successors and assigns of the CVWMA.

SECTION 28. REPRESENTATIVES AND NOTICES

For the purposes of this Contract, the Authority has designated as its representative its Executive Director and has empowered the Executive Director with the authority necessary to administer the provisions of this Contract.

Any notice, demand, communication or request required or permitted hereunder shall be in writing as follows:

28.1 To the CVWMA:

Kimberly A. Hynes
Executive Director, CVWMA
2100 W. Laburnum Avenue; Suite 105
Richmond VA 23227
khynes@cvwma.com
804-612-0552

With a copy to: Mr. James M. Snyder
CVWMA General Counsel
McCandlish Holton PC
1111 E. Main Street; Suite 2100
PO Box 796
Richmond VA 23218
jsnyder@lawmh.com

28.2 To the Contractor:

Mr. Rob Clendenin
Public Sector Solutions
Waste Management of Virginia, Inc.
3016 Yadkin Road
Chesapeake, VA 23323
rclenden@wm.com
757-449-1182

SECTION 29. ASSIGNMENT OR CHANGE OF OWNERSHIP

29.1 No assignment of this Contract or any right accruing under this Contract shall be made, in whole or in part, by Contractor without the express written consent of the CVWMA. The assignment of any Contract duties will require the written consent of the surety, applicable financial institution or insurance carrier in order to ensure that neither Contractor nor its surety, applicable financial institution or insurance carrier will be relieved of any liability and/or obligation to perform unless the assignee provides the surety required under this Contract and so long as the original surety remains liable for services either improperly or not performed by the Contractor prior to the assignment of this Contract.

29.2 This Contract shall be binding upon the parties hereto, their legal heirs, representatives or assigns.

SECTION 30. CONTINGENT FEE WARRANTY AND CONFLICT OF INTEREST

Contractor warrants that no person or persons have been employed or retained for the purpose of soliciting or securing this Contract. Contractor further warrants that no person or company has been or will be paid any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon the award or making of this Contract. For breach of one or both of

the foregoing warranties, CVWMA shall have the right to terminate this Contract without liability, or at its discretion, to recover the full amount of said prohibited fee, commission, percentage, brokerage fee, or contingent fee.

Contractor hereby certifies that to the best of its knowledge, no employee of the CVWMA, nor any member thereof, nor any public agency or official affected by this Contract, has any pecuniary interest in the business of Contractor, and that no person associated with Contractor has any interest that would conflict in any manner with the performance of the Contract.

SECTION 31. NO THIRD-PARTY BENEFICIARY

Nothing contained in this Contract is intended to benefit or confer any rights on any person or entity not a party to this Contract, and no such other person or entity shall have any right or cause of action hereunder.

SECTION 32. CONSTRUCTION

This Contract is intended to express the mutual intent of the parties and, irrespective of the identity of the party preparing this Contract or any document or instrument referred to herein, no rule of strict construction against the party preparing a document shall be applied.

SECTION 33. RIGHT TO REQUIRE PERFORMANCE

The failure of the CVWMA at any time to require performance by the Contractor of any provision hereof shall in no way affect the right of the CVWMA thereafter to enforce the same. Nor shall waiver by the CVWMA of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

SECTION 34. CONTRACTUAL DISPUTES

If any dispute or other such claim should arise under the terms of this Contract between the Contractor and the Participating Local Jurisdiction, the Contractor or Participating Local Jurisdiction shall inform the CVWMA of the nature of the dispute and/or claim and the proposed resolution. If such matters cannot be easily resolved during that communication, the aggrieved party shall submit in writing a summary of its claim(s) to the CVWMA. Within ten (10) days of receipt of this summary, the CVWMA will investigate the alleged claim and notify the claimant of its decision regarding the dispute or claim.

SECTION 35. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS AND FEDERAL IMMIGRATION LAW:

- 35.1** The Contractor shall not during the performance of the Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- 35.2** If the Contractor employs more than an average of 50 employees for the previous 12 months entering into the Contract, Contractor shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to the Contract.
- 35.3** If the Contractor fails to comply with this provision, the Contractor shall be found in default in accordance with Section 22 herein.

SECTION 36. GOVERNING LAW

This Contract shall be executed in the City of Richmond, Virginia, and shall be governed, construed, and interpreted according to the laws of the Commonwealth of Virginia. Parties agree to resolve any complaint necessary to be filed in court in the applicable state court having jurisdiction in the City of Richmond.

SECTION 37. SEVERABILITY

Should any term, provision or other part of this Contract be declared illegal by a Court of competent jurisdiction, it shall be excised and modified to conform to the appropriate laws or regulations. Should any term, provision or other part of the Contract be held to be inoperative, invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with applicable laws or regulations. In cases of illegal and/or invalid provisions, the remainder of the Contract shall not be affected but shall remain in full force and effect.

SECTION 38. NON-APPROPRIATION

The Municipal Solid Waste Collection and Disposal Services implemented and governed by this Contract are funded solely through funds appropriated to the CVWMA by the Participating Local Jurisdictions. Failure of any Participating Local Jurisdiction to appropriate the funds necessary to cover the cost of that jurisdiction's portion of the program shall terminate the Contractor's obligation to provide service under this Contract in that jurisdiction. Furthermore, should the CVWMA fail to appropriate funds for this Contract, this Contract shall be terminated without penalty when existing funding is exhausted. The CVWMA shall provide timely notice to Contractor should such situations occur.

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IN WITNESS WHEREOF, the parties hereto have agreed to these terms and conditions.

APPROVED AS TO FORM:


For McCandlish Holton, P.C.

3/7/2022
Date

CENTRAL VIRGINIA WASTE
MANAGEMENT AUTHORITY

By: 
Kimberly A. Hynes
Executive Director

3/8/22
Date

Waste Management of Virginia, Inc.

By: 
Printed Name: Robert E. Clendenin
Public Sector Rep.

3/8/22
Date

APPENDIX A

Litter Baskets and Specific Downtown Area MSW Collection

City of Colonial Heights: The Contractor shall provide weekly collection service on Wednesdays to litter receptacles, including replacing the liner bags on the following streets:

James Ave & Boulevard	1
Westover Ave & Boulevard	2
Pickwick Ave & Boulevard	1
Lafayette Ave & Boulevard	1
Dupuy Ave & Battery Place	1
Dupuy Ave & Brasher Ave	1
Dupuy Ave east of Meridian Ave.	1
403 Dupuy Ave	1
Boulevard & Lakeview Ave	1
Boulevard & Richmond Ave	1
Boulevard before Courthouse	1

City of Hopewell: The Contractor shall provide twice per week collection service on Mondays and Thursdays to about 18 mesh-style litter receptacles, including replacing the liner bags, in the downtown area of Hopewell. Downtown Hopewell is bound on the west by West Randolph St (Route 10) on the south by East Poythress St, on the east by Kippax St, and on the north by Appomattox St.

Contractor shall provide twice per week collection from Carts from ERU's on Mondays and Thursdays in the Downtown Hopewell area.

City of Petersburg: The Contractor will provide 3 times per week collection service on Mondays, Wednesdays and Fridays to 32 litter receptacles located the Old Town area of the City of Petersburg. This includes replacing the plastic liner bag in each receptacle.

The Contractor will provide three times per week collection from Carts from ERUs in the Old Towne Petersburg area on Mondays, Wednesdays and Fridays.

The Old Towne Petersburg area is bound on the west by Market Street, on the south by Washington St, on the east by Madison St and on the north by the Appomattox River.

Town of Ashland: Contractor will provide weekly collection on Mondays of 14 litter receptacles, including replacing the liner bags, in the downtown area of Ashland. All litter receptacles are located on North Railroad and Thompson Streets.

APPENDIX B

Front End Load (FEL) and Roll-Off Collection of MSW from Public Facilities

FEL Sites, Size Containers and Frequency of Collection:

City of Colonial Heights:

Location	Address	Capacity	Collection Frequency
Tussing Elementary	5501 Conduit Rd	8 cu yd	5x/week
North Elementary	3201 Dale Ave	8 cu yd	5x/week
Lakeview Elementary	401 Taswell Ave	8 cu yd	5x/week
Voc Tech Bldg	3451 Conduit Rd	8 cu yd	3x/week
Col Heights HS	3600 Conduit Rd	8 cu yd	5x/week
Col Heights MS	500 Conduit Rd	8 cu yd	5x/week
Courts Bldg	550 Boulevard	8 cu yd	1x/week
City Hall	201 James Ave	8 cu yd	2x/week
City Hall	201 James Ave	8 cu yd	1x/week
Public Safety Bldg	200 Roanoke Ave	8 cu yd	5x/week
Dunlop Farms FS	215 Dunlop Farms Blvd	4 cu yd	1x/week
Animal Shelter	301 Dimmock Pkwy	4 cu yd	1x/week
School Maintenance	2600 Woodlawn Ave	8 cu yd	3x/week
Chili Peppers Baseball (seasonal)	200 Roanoke Ave	8 cu yd	5x/week

City of Hopewell:

Location	Address	Capacity	Collection Frequency
Animal Shelter	507 Station St	2 cu yd	1x/week
City Garage	103 Hopewell St.	4 cu yd	1x/week
City Garage	103 Hopewell St.	8 cu yd	1x/week
Health Department	316 E Cawson St	6 cu yd	2x/week
Hopewell HS	400 S Mesa Dr	2 – 6 cu yd	2x/week
Hopewell HS	400 S Mesa Dr	2- 8 cu yd	3x/week and 5x/week

New Patrick Copeland ES	400 Westhill Rd	2- 8 cu yd	5x/week
City Hall	300 N Main St.	8 cu yd	3x/week
Dupont ES	300 S 18th Ave	2- 8 cu yd	5x/week
Woodlawn ES	1100 Dinwiddie Ave	8 cu yd	4x/week
Carter Woodson MS	1000 Winston Churchill Dr.	2 - 8 cu yd	3x/week
Fire Department #1	100 Hopewell St	4 cu yd	1x/week
Community Center	100 W City Point Rd	8 cu yd	1x/week
Harry R James ES	1807 Arlington Rd	8 cu yd	4x/week
Recreation Center	103 Hopewell St	6 cu yd	2x/week
Courts Bldg	100 E Broadway	8 cu yd	1x/week
Mallonee Gym	103 N 12 th Ave	4 cu yd	2x/week
Merner Field	103 N 12 th Ave	4 cu yd	1x/week
Wastewater Plant	231 Hummel Ross Rd	8 cu yd	1x/week
Wastewater Plant	231 Hummel Ross Rd	8 cu yd	2x/week
Beacon Theatre	401 N Main St	8 cu yd	1x/week
City Building	201 W Poythress St	8 cu yd	1x/week
Library St Parking Lot	221 E Broadway	8 cu yd	1x/week

City of Petersburg:

Location	Address	Capacity	Collection Frequency
Animal Shelter	1600 Johnson Rd	8 cu yd	1x/week
Fire Dept. Training Ctr	1151 Fort Bross Dr.	4 cu yd	1x/week
Fire Station #3	1320 Farmer St	8 cu yd	1x/week
Fire Station #5	3321 Johnson Rd	8 cu yd	1x/week
PAT Garage	309 Fairgrounds Rd	8 cu yd	2x/week
Petersburg Sports Complex	100 Ballpark Rd	2 – 8 cu yd	1x/week
Main Pumping Station	262 Joseph Jenkins Roberts St	2 cu yd	1x/week
Union Station	109 River St	4 cu yd	1x/week
Public Library	201 W Washington St	8 cu yd	1x/week
Pin Oaks	37 Slagle Ave	8 cu yd	3x/week
Pecan Acres	433 Pecan St	8 cu yd	3x/week
Social Services	3811 Corporate Rd	8 cu yd	2x/week
Poor Creek Pump Station		2 4 cu yd	On -call
Utilities Department	1340 E Washington St	8 cu yd	1x/week

Town of Ashland:

Location	Address	Capacity	Collection Frequency
Town Shop	101 Vaughan Road	6 cu yd	1x/week
Carter Park	1112 Maple St	6 cu yd	1x/week (seasonal)

Roll-Off Collection:

City of Hopewell - The Contractor shall also provide, service and maintain five (5) 30 cu yd Roll-Off Containers at the Hopewell Convenience Center located behind the Public Works building on Station Street. The City may request Roll-Off service at other sites as designated by the City; service may be on a mutually agreed upon schedule or on-call basis, with 24-hour notice.

City of Colonial Heights - The Contractor shall provide, service and maintain two (2) 40 cu yd open top containers at the Colonial Heights' Recycling Center, and the Public Works office and other sites as designated by the City; service may be on both a scheduled and on-call basis.

City of Petersburg – The Contractor will provide, service and maintain at least eight (8) 40 cu yd open top containers at the site(s) to be determined periodically or permanently for City residents to utilize for self-disposal of trash.

SERVICES CONTRACT
between
CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY
And
WASTE MANAGEMENT OF VIRGINIA, INCORPORATED

WHEREAS, the Central Virginia Waste Management Authority (hereinafter "CVWMA") and Waste Management of Virginia, Incorporated (hereinafter "Contractor"), entered into a Contract for Municipal Solid Waste ("MSW") Collection and Disposal Services effective on or about July 1, 2022, and

WHEREAS, the CVWMA and the Contractor wish to amend certain terms of the Contract herein, to clarify Disposal Site for MSW collected pursuant to the Contract;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants hereinafter provided:

BE IT RESOLVED, that the CVWMA and the Contractor agree to amend the Contract as follows:

1. SECTION 4. SCOPE OF SERVICES, Part 4.5 Disposal Sites, eliminate and replace with the following:

4.5 Disposal Sites - The Contractor shall notify the CVWMA of each identified Disposal Site for each of the Participating Local Jurisdictions. Any change in Disposal Sites shall be communicated in writing to the CVWMA. The Disposal Sites shall be properly permitted and compliant during the Initial Term and any Extension Term in accordance with applicable Virginia Waste Management Regulations. Contractor shall be totally responsible for all equipment it operates on any Disposal Site, whether publicly or privately operated. The Contractor shall not dispose of any MSW collected in the City of Colonial Heights, the City of Hopewell or the Town of Ashland at Meridian Waste's Tri-City Landfill located at 390 Industrial Drive, Petersburg VA 23803, at any time during the Initial Term and any Extension Term without the express written consent of the City of Colonial Heights, the City of Hopewell or the Town of Ashland, respectively.


The Disposal Site for the MSW collected in the City of Petersburg shall be Meridian Waste's Tri City Regional Landfill and Transfer Station located at 390 Industrial Drive, Petersburg Virginia 23803. If during the term of this Contract, the Contractor is unable to dispose of Petersburg's MSW at Meridian Waste's Landfill or Transfer Station, Contractor shall transport and dispose of Petersburg's MSW at a properly permitted and compliant Disposal Site under terms agreed upon between the CVWMA, Contractor and the City of Petersburg.

BE IT FURTHER RESOLVED, that all other terms, conditions and provisions of the original Contract are reaffirmed and remain in full force and effect as if set out in full in this addendum.

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IN WITNESS WHEREOF, the parties hereto have made and executed this First Addendum and it shall be effective as of the start of the Contract on or about July 1, 2022.

APPROVED AS TO FORM:


For McCandlish Holton, P.C.

6/13/2022
Date

CENTRAL VIRGINIA WASTE
MANAGEMENT AUTHORITY

By: 
Kimberly A. Hynes
Executive Director

6/13/22
Date

Waste Management of Virginia, Inc.

By: 
Printed Name: Robert E. Clendenin

6/13/22
Date



Trash Collection Contract

Hopewell August 30, 2022

Kim Hynes
Executive Director, CVWMA
khynes@cvwma.com

Current Contract w/ Meridian Waste

Began 7/1/2014; Renewed 7/1/19; Expires 6/30/24

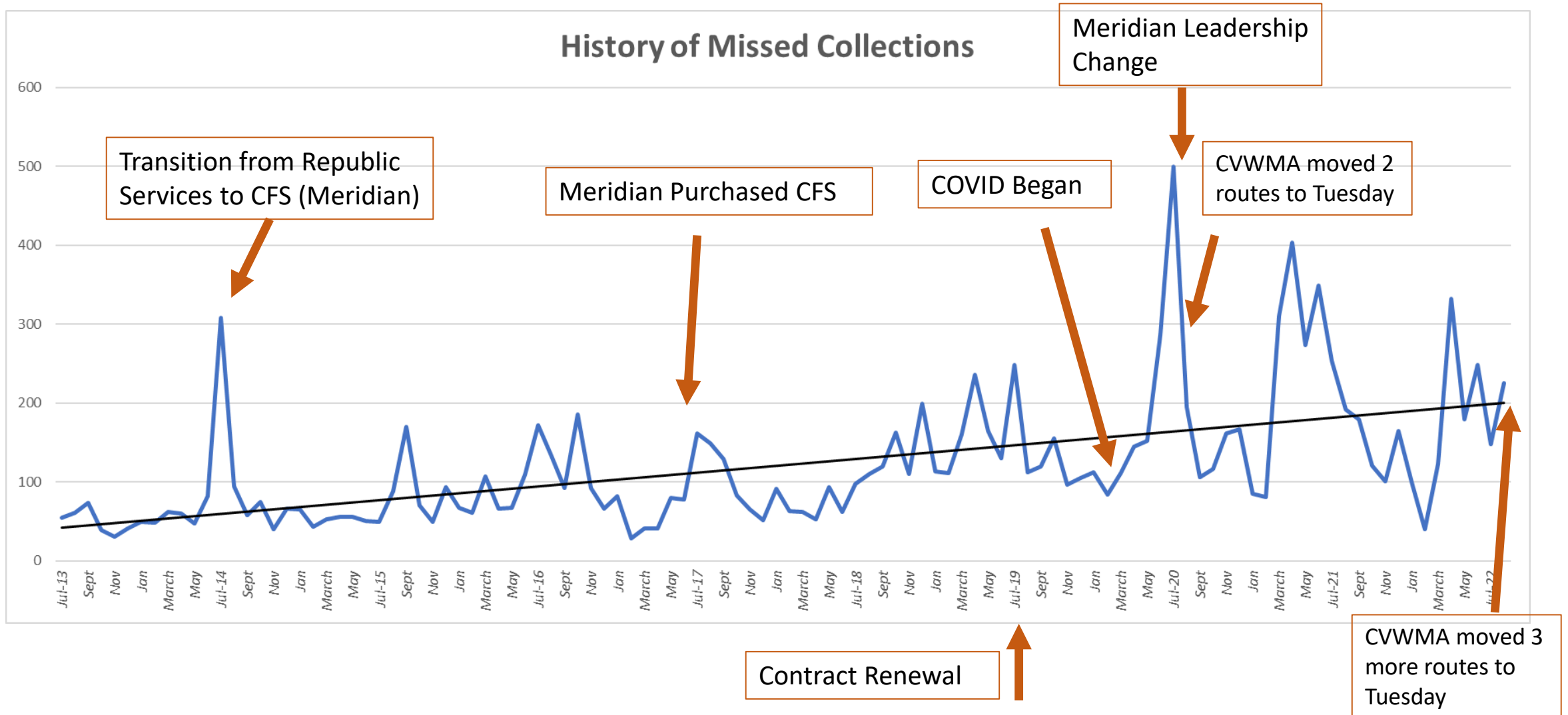
- Residential Collection of Trash (Mondays/Tues)
- Litter Baskets
- FEL and Cart Collection at Public Facilities
- Roll-Off Collection @ Convenience Centers



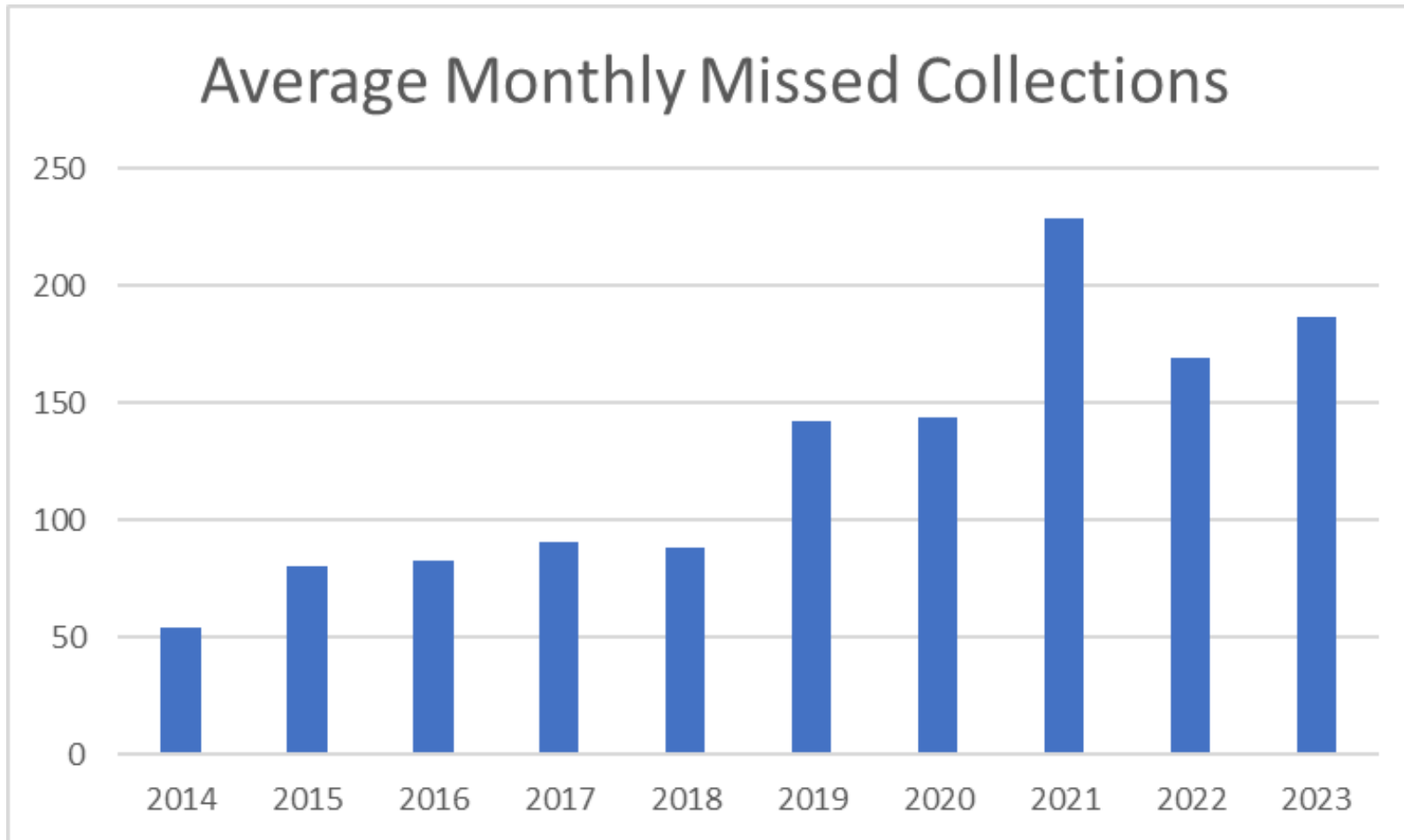
Year	Residential Collection Rate
2014 – 2019, no CPI	\$7.00/HH/Mo
2019 – 2024, renewal no CPI	\$8.10/HH/Mo
7/1/22-12/31/22 Per Council (7/12/22)	\$11.32

Rates do not include CVWMA Customer Services Assessment

Performance – Missed Collections



Performance - Continued



CVWMA Existing Contracts

Hopewell

Expires 6/30/24 w/ no renewal

Petersburg

Expires 6/30/24 w/no renewal

Ashland

Expires 6/30/24 w/ 5 year renewal option

Colonial Heights

WM effective 7/1/2022

Meridian currently Collects as follows:

Monday: Hopewell (1/2) and Town of Ashland

Tuesday: Hopewell (1/2)

Wednesday: Petersburg Recycling

Thursday: Petersburg (1/2)

Friday: Petersburg (1/2)

Procurement Process and Timeline

July 2021 – Issued procurement for trash collection in Colonial Heights (2022), Hopewell, Petersburg and Ashland (all 2024) in accordance with the Virginia Public Procurement Act.

Sept 2021 – Proposals Due, received 3 for Hopewell (Meridian, WM, Zans Refuse)

Sept 2021 – Evaluation Committee Formed

- CVWMA Staff (Kim Hynes, Executive Director and Rich Nolan, Director of Operations)
- Locality Staff (Todd Flippen, Col Hgts; Ed Watson, Hopewell; Bill Riggelman, Petersburg; Todd Evan, Ashland)

Sept/Oct 2021 – Interviews with top 2 companies based on rankings by committee (WM and Zans)

Nov 2021 – Met with Cities/Town separately to discuss before award

Nov 19, 2021 – CVWMA Board of Directors awarded contract to Waste Management for all 4 localities

March 8, 2022 – Executed Contract with WM

July 1, 2022 – Implemented new trash contract in Colonial Heights

Cost Proposal Comparison

	Per HH/Mo – service only, not including cart
Meridian	\$13.90 *
WM	\$13.21 **
Zans	\$11.00
Current Rate thru 12/31/22	\$11.32

* Would not need new carts because incumbent.

* Meridian rate above does not include the CPI or the proposed additional diesel fuel surcharge added or subtracted from price each month (Today = \$.80/hh/month)

** WM subject to CPI increase 7/1/23 and 7/1/24 + \$.75/hh/mo for CVWMA purchase of Carts

New Contract with WM

- CVWMA to give everyone new trash cart
- Will need to discuss what to do with old City carts; Meridian should pick up their carts
- Trash will *only* be collected from the new CVWMA Carts once we transition to WM



NEW

Call by 2pm on day before to schedule
Bulk Pick-Up

Bulky Waste

- **What is Bulky Waste?** Items that do not fit in the Cart, such as furniture, appliances, yard waste
- **When will Bulky Waste be collected?** On Trash Day – (Mon/Tues)
- **After scheduling a bulk pickup, how much can be put on the curb for regular bulky waste collection?** Same as current limits each week: *what can fit in the bed of a full-sized pick-up truck.* **More bulk than that?** Call for a special bulky waste collection.
- **NEW** – Residents will be required to schedule bulk pick up by **2:00pm the day before collection** to be picked up on collection day.





Need from City

1. Sign the Service Agreement for the new Contract
2. Contract beyond December 31, 2022 ?
Keep increased rate of \$11.32/household/month?