



MODIFICATION OF CONTRACT

Modification Number: Two (2) Effective Date: 10/1/2023	Contract Number: 22-919 Title: Disposal of Paint and other Hazardous Waste Effective Date: 10/01/2017
Contracting Officer: Bill Ponko E-mail: Bill.Ponko@Lakecountyfl.gov Telephone Number: 352-343-9489	Contractor Name and Address: Name: Covanta Energy Corp Address: 455 South Street City: Morristown, NJ 07960 ATTENTION: Patrick Walsh
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 416 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to provide Paint and MSW (garbage disposal) in accordance with the terms, conditions and pricing provided in the attachment for <i>Disposal Services Agreement</i> dated, September 14, 2023. The total cost for these services shall not exceed \$25,000.00. Contract extended for one (1) year, expiring on September 30, 2024.	
CONTRACTOR SIGNATURE BLOCK Signature: <u><i>Patrick R. Walsh</i></u> Print Name: <u>Patrick R. Walsh</u> Title: <u>Area Asset Manager</u> Date: <u>9/28/2023</u> E-mail: <u>pwalsh2@covanta.com</u> Secondary E-mail: _____	LAKE COUNTY SIGNATURE BLOCK Signature: <u><i>William Ponko</i></u> Print Name: <u>William Ponko</u> Title: Contracting Officer Date: <u>10/2/23</u>
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



Covanta Sustainable Solutions, LLC
445 South Street, Morristown, NJ 07960
Phone (862) 345-5000 Fax (862) 345-5000
("DISPOSER")

Disposal Services Agreement

Contract ID: 15897	Date: 14-SEP-2023
Account Number: COV19313	Account Manager: Patrick Walsh

CUSTOMER INFORMATION

Customer Name: Lake County

Address: 315 W. Main Street PO Box
7800
Tavares, FL, 32778, USA

Person: Jimmy Wise
Title: Solid Waste Coordinator
Phone Number: (352) 343-3776
Email: jwise@lakecountyfl.gov
Type of Business: Other

BILLING INFORMATION

Billing Address: 315 W. Main Street PO Box
7800 Tavares, FL, 32778, USA

Contact: Jimmy Wise
Title: Solid Waste Coordinator
Phone Number: (352) 343-3776
Email: jwise@lakecountyfl.gov
Fax:

FACILITY INFORMATION (*FACILITY*)

Facility: Lake
Facility Address: 3830 Rodgers Industrial Park Road
Facility Oper. Hrs:
Material: P1
Material Desc: Public Drop Off
Material Category: MSW
Min Charge Ship:
Price 1 / (Notes): \$87.95 / (Paint)

Facility: Lake
Facility Address: 3830 Rodgers Industrial Park Road
Facility Oper. Hrs:
Material: MSW
Material Desc: MSW-10
Material Category: MSW
Min Charge Ship:
Price 1 / (Notes): \$46.50 / (General MSW)

**Disposer may change the Disposal price(s) at any time upon written (including email) notice to customer*

Permit/License Type or Number:
Disposal Services Start Date: 01-OCT-2023
Disposal Services End Date: 30-SEP-2024
Minimum Charge per Shipment:
Quantity to be Delivered: 1500 tons
Initial Fees and/or Taxes: ERF \$5.50

Comments: One year renewal of Existing Standard Interruptible Spot agreement for MSW at \$46.50 per ton and paint from Lake County Citizens dropoff area at \$87.95 per ton. 5.5% Enviro Recovery Fee applies to all charges

TERMS AND CONDITIONS

* If the Facility is the Delaware Valley EfW, Customer hereby represents, warrants and covenants to Disposer that none of the Acceptable Waste delivered pursuant to this Agreement will have been collected from within Delaware County, PA.

* If the Facility is the Hempstead EfW, Customer hereby represents, warrants and covenants to Disposer that none of the Acceptable Waste delivered pursuant to this Agreement will have been collected by or transferred, transported, or disposed of on behalf of a municipality or other governmental entity or public authority.

* If the Facility is located in the Commonwealth of Pennsylvania, Act 90Decals are required.

* If the Facility located in the State of New Jersey, Customer represents, warrants and covenants that it is in compliance with all applicable NJDEP A-901 licensing requirements and all applicable NJ county solid waste plans.

* The following Terms and Conditions of Disposal Services Agreement are attached hereto and incorporated herein.

TERMS AND CONDITIONS OF DISPOSAL SERVICES AGREEMENT

THEREFORE, in consideration of their mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Disposer and Customer hereby agree to the terms of this Agreement:

1. **SERVICES:** Customer shall deliver, and Disposer shall receive and dispose of, all of Customer's Acceptable Waste (hereinafter defined) as specified on the first page of this Agreement. Acceptable Waste is delivered FOB the Facility. Services will not be provided on those days designated as a holiday by the Facility or Disposer. **DISPOSER RESERVES THE RIGHT TO INTERRUPT DELIVERIES AT ANY TIME IN ITS SOLE DISCRETION.**

2. **ACCEPTABLE WASTE:** "Acceptable Waste" means municipal solid waste and must be of a size and composition such that the Facility is able to process it. All Acceptable Waste shall be delivered either via collection vehicles owned or operated by Customer or directly from transfer stations owned or operated by Customer, unless otherwise mutually agreed to by the parties in writing. Acceptable Waste excludes:

* any waste defined or regulated as hazardous by any federal, state, local, or provincial authority, other than in de minimus quantities recognized by applicable law as not changing the waste's characterization as municipal solid waste;

* incinerator residue, liquids, wastewater treatment sludge, solidified residual wastes, construction and demolition debris (unless specifically listed under "Type of Acceptable Waste" on the first page of this Agreement), regulated medical waste, infectious waste, treated medical waste, substances in gaseous form, special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954, as amended, universal waste, e-waste, agricultural waste, FIFRA-regulated wastes, and white goods;

* any waste requiring a person to witness placement into the waste storage pit or feed chute and any waste requiring additional documentation (including, but not limited, to certificates of disposal or destruction);

* any waste prohibited by any applicable permit condition or which would require pre-approval for disposal by any local, state, provincial or other governmental agency or authority;

* any waste, including shredded and blended materials, generated from industrial activities, including manufacturing and distribution activities, other than de minimus quantities and other than cafeteria waste, or any waste defined as industrial waste, special waste, or residual waste by any applicable

regulatory authority, other than in de minimus quantities;

* any controlled substances or materials designated as illegal contraband by any federal, state, local, or provincial authority; and

* any load of waste which contains more than 50% recyclables and/or single waste streams such as plastics, paper fibers, corrugated cardboard, and the like, and any other waste with an exceedingly high or low heating value.

Disposer may reject any and all waste which is not Acceptable Waste. Disposer may inspect random material on incoming waste vehicles. Disposer shall have no obligation to accept title to or process non-Acceptable Waste. If non-Acceptable Waste arrives at the Facility, Disposer may (but shall have no obligation to) arrange to have it picked up, transported, and disposed of at Customer's expense, paid in advance if Disposer so demands. In the alternative, and to the extent allowed under applicable law, Disposer may instruct Customer to pick up, transport and dispose of such waste at Customer's expense and provide Disposer with written proof of disposal in compliance with all applicable laws and regulations. Title to Acceptable Waste shall vest in Disposer only after acceptance of the Acceptable Waste. In the event that Disposer subsequently determines that any materials accepted from Customer are not Acceptable Wastes, then Disposer may revoke its acceptance of such non-Acceptable Waste, so long as the material has not been combined with any other materials by Disposer, and manage such non-Acceptable Waste as outlined in this paragraph. Any and all liability associated with Acceptable Waste shall pass to Disposer upon its acceptance of the waste; PROVIDED, HOWEVER, THAT IF CUSTOMER DELIVERS ANY NON-ACCEPTABLE WASTE, CUSTOMER SHALL INDEMNIFY DISPOSER FOR ALL LOSSES, COSTS, AND DAMAGES (INCLUDING ATTORNEY'S FEES AND COSTS) ("COSTS") ARISING THEREFROM, EXCEPT COSTS ARISING FROM DISPOSER'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT. Customer is prohibited from bringing any commingled non-Acceptable Waste along with Acceptable Waste for disposal, but in the event that Customer does bring any such non-Acceptable Waste, CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR COSTS ASSOCIATED WITH SUCH NON-ACCEPTABLE WASTE, SPECIFICALLY INCLUDING ALL COSTS ASSOCIATED WITH DISPOSER'S NEGLIGENCE, BUT EXCLUDING COSTS ASSOCIATED WITH DISPOSER'S GROSS NEGLIGENCE AND INTENTIONAL MISCONDUCT, IN HANDLING OR DISPOSING OF SUCH NON-ACCEPTABLE WASTE. Delivery of non-Acceptable Waste shall be grounds for immediate termination of this Agreement.

3. PAYMENT TERMS: Customer shall make payment within 30 days of the date of Disposer's invoice at the address specified on such invoice. Amounts owed to Disposer after invoice due date shall accrue interest each day such invoice is not paid at the maximum rate permitted by applicable law. Customer shall also pay Disposer's reasonable investigation costs and attorney's fees for purposes of collection of amounts owed by Customer. At Disposer's option, based on the results of a credit check, Disposer may require, and Customer shall provide as security, an escrow fund or a payment bond sufficient to cover processing Acceptable Waste brought to the Facility by Customer. A fee of \$35.00 will be charged on all returned checks.

4. INDEMNIFICATION: Disposer shall indemnify and hold harmless Customer, its subsidiaries and affiliates from and against any and all loss, damage, suits, liability and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss of or damage to property, including Disposer's and the Facility's property, contamination of or adverse effects on the environment, and injuries to or death of persons, including Customer's, Disposer's or Facility's employees, caused by or resulting from: (1) the negligence or willful misconduct of Disposer, its employees, haulers, contractors, subcontractors or agents; or (2) Disposer's breach of any term or provision of this Agreement.

Customer shall indemnify and hold harmless Disposer and the Facility(ies), their partners, parent companies, subsidiaries, and affiliates (collectively, the "Indemnified Parties"), from and against any and all loss, damage, suits, liability and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss of or damage to property, including Disposer's and the Facility's property, contamination of or adverse effect on the environment, and injuries to or death of persons, including Customer's, Disposer's or Facility's employees, caused by or resulting from: (1) the negligence or willful misconduct of Customer, its employees, haulers, contractors, subcontractors or agents; or (2) Customer's breach of any term or provision of this Agreement. Notwithstanding anything contained in this

Agreement to the contrary, Customer assumes responsibility for (1) any injury or loss incurred by its employees or agents while on the Facility's premises (except that caused by Disposer's gross negligence), (2) any damage to Customer's property, including, but not limited to Customer's vehicles, that results from Disposer or the Facility providing unloading assistance to Customer while Customer is on the Facility's premises (except that caused by Disposer's gross negligence), and (3) the compliance with all of the Facility's rules and regulations, particularly those relating to safety and health.

Neither party shall have any liability to the other for any special, incidental or consequential damages, whether arising in contract, tort, strict liability, or in any other cause of action whatsoever. Said duties to indemnify, defend and hold harmless shall survive the termination of this Agreement.

5. COMPLIANCE WITH LAWS: Both parties shall comply with all applicable federal, state, local and provincial laws, regulations, ordinances, rules, permits, licenses and governmental orders and directives (collectively "*Applicable Laws*".) Customer shall also comply with the health and safety rules promulgated to govern operations at the Facility. Customer's failure to comply with the Facility's health and safety rules may result in immediate suspension of disposal privileges.

6. FORCE MAJEURE: Except for the obligation to pay for services rendered, neither party hereto shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including, but not limited to, strikes, riots, war, fire, or acts of God, herein referred to as "*Events of Force Majeure*." The financial inability to perform of a party is not an Event of Force Majeure.

7. TERM: The term of this Agreement shall commence on the Disposal Services Start Date and shall continue until terminated by either party on 30 days' written (including email) notice.

8. INSURANCE: Customer shall maintain workers' compensation insurance providing statutory benefits, employer's liability coverage of not less than \$500,000 and automobile and commercial general liability insurance with policy limits of not less than \$5,000,000 each occurrence for bodily injury or death and property damage. Limits for automobile and general liability can be satisfied either through a single policy or combination of primary and umbrella/excess coverage. Where umbrella/excess coverage is used, coverage must be "follow form" or as broad as primary coverage. Customer shall cause the aforesaid policies to be duly and properly endorsed by Customer's insurance underwriter's as follows: a) to provide endorsement naming as additional insured, except for workers' compensation, and waiving subrogation in favor of the Indemnified Parties; b) to contain a standard cross liability and severability clause; c) to provide that said insurances shall be primary in all instances with respect to Disposer's insurances, which shall be secondary and non-contributing at all times; d) to provide contractual liability coverage for all liability assumed by Customer under the terms of this Agreement; and e) to notify Disposer in writing at least 30 days prior to cancellation of any policy covered hereunder. These limits are considered minimum and in no way intended to limit the Customer's liability under this Agreement. Prior to commencing any Services under this Agreement, Customer shall furnish Disposer with Certificates of Insurance issued by Customer's insurer(s), as necessary, in a form acceptable to Disposer, as evidence that the insurance policies, including all applicable endorsements, providing the required coverage's, conditions, and limits required by the section are in full force and effect. Disposer also reserves the right to request and receive certified copies of any or all of such insurance policies and or endorsements. Disposer shall not be obligated, however, to review such insurance certificates, policies, and endorsements, or to advise Customer of any deficiencies in such documents, and such receipt shall not relieve Customer from or be deemed a waiver or Disposer's right to insist on strict fulfillment of Customer's obligations herein.

9. FEES/TAXES: In addition to the Disposal Price, Customer shall pay such fees as Disposer may impose from time to time by notice to Customer (including, by way of example only, administrative fees and environmental fees), with Disposer to determine the amounts of such fees in its discretion up to the maximum amount allowed by Applicable Law. Without limiting the foregoing, Customer shall pay Disposer a fuel surcharge fee in the amount shown on Disposer's invoices, which amount Disposer may increase or decrease from time to time by showing the amount on the invoice. The initial amounts for the fees listed in this paragraph are set forth on the first page of this Agreement, but are subject to change from time to time as described in this paragraph.

In addition to the Disposal Price, Customer shall pay all federal, state, local or other taxes, fees (including host fees), surcharges and other similar charges related to the acceptance or disposal of Acceptable Waste or the operations or activities of the Facility that are imposed by law, ordinance,

regulation, agreement with a governmental authority, governmental audit or otherwise (collectively, "Taxes"). The initial amount of Taxes is set forth on the first page of this Agreement, but is subject to change from time to time as described in this paragraph. In addition, Disposer shall have the right to increase the Disposal Fee from time to time by the pro-rata amount (determined by relative tonnage of Acceptable Waste delivered by Customer and accepted by Disposer divided by the total tonnage processed at the Facility) of any increase in operating costs or capital costs of the Facility as a result of a change in Applicable Laws. Any such increase shall be effective immediately upon written notice by Disposer to Customer.

10. Customer shall not use the name of Disposer or any of its affiliates or related companies or customers in any publicity or advertising or disclose any information related to the existence of this Agreement or the terms and conditions of this Agreement hereof, without the prior written consent of Disposer.

11. (a) This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations, understandings, and agreements concerning Disposer's service. No changes to this Agreement will be effective unless in writing and signed by the party to be bound. (b) No failure by either party to insist on performance shall operate as a waiver of other or subsequent breaches. (c) Neither party shall assign its rights or delegate its duties under this Agreement to any other person without the prior written consent of the other party, such consent shall not be unreasonably withheld. This Agreement shall inure to the benefit of and bind the respective successors and permitted assigns of the parties hereto. (d) If any provision of this Agreement is held to be unenforceable, this Agreement shall be reformed, but only to the extent necessary to render it enforceable. This Agreement may be executed in any number of counterparts, each of which when so executed shall be an original and all of which together shall constitute one and the same instrument.

Approval Information:

Title	Signature	Approval Date	Comments
Mgr Area Asset Manager	Patrick Walsh	14-SEP-2023 13:47:02	
Vice Pres and Gen Mgr Municipal Services	Daniel Caraccio	15-SEP-2023 07:51:14	Approved
Coordinator Client Service	Lisa Talley	15-SEP-2023 09:15:13	Approved



MODIFICATION OF CONTRACT

Modification Number: One (1) Effective Date: 10/1/2021	Contract Number: 22-919 Title: <u>Disposal of Paint and other Hazardous Waste</u> Effective Date: September 1, 2017
Contracting Officer: Bill Ponko E-mail Bponko@lakecountyfl.gov Telephone Number: (352) 343-9389	Contractor Name and Address: Name: Covanta Sustainable Solutions, LLC Address: 445 South Street City: Morristown, NJ 07960 ATTENTION: Patrick Walsh
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
<p>INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt.</u> Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.</p>	
<p>DESCRIPTION OF MODIFICATION: Contract Modification to provide paint and MSW (garbage disposal) in accordance with the terms, conditions and pricing provide in the second attachment for the Disposal Services Agreement dated September 22, 2021. The total cost for these services shall not exceed \$25,000.00 annually.</p>	
<p align="center">CONTRACTOR SIGNATURE BLOCK</p> Signature: _____ Print Name: <u>Patrick R. Walsh</u> Title: <u>Area Asset Manager</u> Date: <u>10/25/21</u> E-mail: <u>pwalsh2@covanta.com</u> Secondary E-mail: _____	<p align="center">LAKE COUNTY SIGNATURE BLOCK</p> Signature: _____ Print Name: <u>William Ponko</u> Title: Contracting Officer Date: <u>2/18/2022</u>
Distribution: Original - Bid File Copy - Contractor Contracting Officer	



Covanta Sustainable Solutions, LLC
 445 South Street, Morristown, NJ 07960
 Phone (862) 345-5000 Fax (862) 345-5000
 ("DISPOSER")

Disposal Services Agreement

Contract ID: 15723	Date: 22-SEP-2021
Account Number: COV19313	Account Manager: Patrick Walsh

CUSTOMER INFORMATION

Customer Name: Lake County

Address: 315 W. Main Street PO Box
7800
Tavares, FL, 32778, USA

Person: Jimmy Wise
Title: Solid Waste Coordinator
Phone Number: (352) 343-3776
Email: jwise@lakecountyfl.gov
Type of Business: Other

BILLING INFORMATION

Billing Address: 315 W. Main Street PO Box
7800 Tavares, FL, 32778, USA

Contact: Jimmy Wise
Title: Solid Waste Coordinator
Phone Number: (352) 343-3776
Email: jwise@lakecountyfl.gov
Fax:

FACILITY INFORMATION (*FACILITY*)

Facility: Lake Facility Address: 3830 Rodgers Industrial Park Road Facility Oper. Hrs: Material: P1 Material Desc: Public Drop Off Material Category: MSW Min Charge Ship: Price 1 / (Notes): \$83.75 /(Paint)	
Facility: Lake Facility Address: 3830 Rodgers Industrial Park Road Facility Oper. Hrs: Material: MSW Material Desc: MSW-10 Material Category: MSW Min Charge Ship: Price 1 / (Notes): \$44.00 /(General MSW)	

**Disposer may change the Disposal price(s) at any time upon written (including email) notice to customer*

Permit/License Type or Number:
Disposal Services Start Date: 01-OCT-2021
Disposal Services End Date: 30-SEP-2022
Minimum Charge per Shipment:
Quantity to be Delivered: 1500 tons
Initial Fees and/or Taxes:

Comments: One year renewal of existing Standard interruptible spot agreement for MSW at \$44.00 and paint from Lake County Citizens dropoff area at \$83.75

TERMS AND CONDITIONS

* If the Facility is the Delaware Valley EfW, Customer hereby represents, warrants and covenants to Disposer that none of the Acceptable Waste delivered pursuant to this Agreement will have been collected from within Delaware County, PA.

* If the Facility is the Hempstead EfW, Customer hereby represents, warrants and covenants to Disposer that none of the Acceptable Waste delivered pursuant to this Agreement will have been collected by or transferred, transported, or disposed of on behalf of a municipality or other governmental entity or public authority.

* If the Facility is located in the Commonwealth of Pennsylvania, Act 90Decals are required.

* If the Facility located in the State of New Jersey, Customer represents, warrants and covenants that it is in compliance with all applicable NJDEP A-901 licensing requirements and all applicable NJ county solid waste plans.

* The following Terms and Conditions of Disposal Services Agreement are attached hereto and incorporated herein.

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2. ACCEPTABLE WASTE: "Acceptable Waste" means municipal solid waste and must be of a size and composition such that the Facility is able to process it. All Acceptable Waste shall be delivered either via collection vehicles owned or operated by Customer or directly from transfer stations owned or operated by Customer, unless otherwise mutually agreed to by the parties in writing. Acceptable Waste excludes:

* any waste defined or regulated as hazardous by any federal, state, local, or provincial authority, other than in de minimus quantities recognized by applicable law as not changing the waste's characterization as municipal solid waste;

* incinerator residue, liquids, wastewater treatment sludge, solidified residual wastes, construction and demolition debris (unless specifically listed under "Type of Acceptable Waste" on the first page of this Agreement), regulated medical waste, infectious waste, treated medical waste, substances in gaseous form, special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954, as amended, universal waste, e-waste, agricultural waste, FIFRA-regulated wastes, and white goods;

* any waste requiring a person to witness placement into the waste storage pit or feed chute and any waste requiring additional documentation (including, but not limited, to certificates of disposal or destruction);

* any waste prohibited by any applicable permit condition or which would require pre-approval for disposal by any local, state, provincial or other governmental agency or authority;

* any waste, including shredded and blended materials, generated from industrial activities, including manufacturing and distribution activities, other than de minimus quantities and other than cafeteria waste, or any waste defined as industrial waste, special waste, or residual waste by any applicable

regulatory authority, other than in de minimus quantities;

* any controlled substances or materials designated as illegal contraband by any federal, state, local , or provincial authority; and

* any load of waste which contains more than 50% recyclables and/or single waste streams such as plastics, paper fibers, corrugated cardboard, and the like, and any other waste with an exceedingly high or low heating value.

Disposer may reject any and all waste which is not Acceptable Waste. Disposer may inspect random material on incoming waste vehicles. Disposer shall have no obligation to accept title to or process non-Acceptable Waste. If non-Acceptable Waste arrives at the Facility, Disposer may (but shall have no obligation to) arrange to have it picked up, transported, and disposed of at Customer's expense, paid in advance if Disposer so demands. In the alternative, and to the extent allowed under applicable law, Disposer may instruct Customer to pick up, transport and dispose of such waste at Customer's expense and provide Disposer with written proof of disposal in compliance with all applicable laws and regulations. Title to Acceptable Waste shall vest in Disposer only after acceptance of the Acceptable Waste. In the event that Disposer subsequently determines that any materials accepted from Customer are not Acceptable Wastes, then Disposer may revoke its acceptance of such non-Acceptable Waste, so long as the material has not been combined with any other materials by Disposer, and manage such non-Acceptable Waste as outlined in this paragraph. Any and all liability associated with Acceptable Waste shall pass to Disposer upon its acceptance of the waste; PROVIDED, HOWEVER, THAT IF CUSTOMER DELIVERS ANY NON-ACCEPTABLE WASTE, CUSTOMER SHALL INDEMNIFY DISPOSER FOR ALL LOSSES, COSTS, AND DAMAGES (INCLUDING ATTORNEY'S FEES AND COSTS) ("COSTS") ARISING THEREFROM, EXCEPT COSTS ARISING FROM DISPOSER'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT. Customer is prohibited from bringing any commingled non-Acceptable Waste along with Acceptable Waste for disposal, but in the event that Customer does bring any such non-Acceptable Waste, CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR COSTS ASSOCIATED WITH SUCH NON-ACCEPTABLE WASTE, SPECIFICALLY INCLUDING ALL COSTS ASSOCIATED WITH DISPOSER'S NEGLIGENCE, BUT EXCLUDING COSTS ASSOCIATED WITH DISPOSER'S GROSS NEGLIGENCE AND INTENTIONAL MISCONDUCT, IN HANDLING OR DISPOSING OF SUCH NON-ACCEPTABLE WASTE. Delivery of non-Acceptable Waste shall be grounds for immediate termination of this Agreement.

3. PAYMENT TERMS: Customer shall make payment within 30 days of the date of Disposer's invoice at the address specified on such invoice. Amounts owed to Disposer after invoice due date shall accrue interest each day such invoice is not paid at the maximum rate permitted by applicable law. Customer shall also pay Disposer's reasonable investigation costs and attorney's fees for purposes of collection of amounts owed by Customer. At Disposer's option, based on the results of a credit check, Disposer may require, and Customer shall provide as security, an escrow fund or a payment bond sufficient to cover processing Acceptable Waste brought to the Facility by Customer. A fee of \$35.00 will be charged on all returned checks.

4. INDEMNIFICATION: Disposer shall indemnify and hold harmless Customer, its subsidiaries and affiliates from and against any and all loss, damage, suits, liability and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss of or damage to property, including Disposer's and the Facility's property, contamination of or adverse effects on the environment, and injuries to or death of persons, including Customer's, Disposer's or Facility's employees, caused by or resulting from: (1) the negligence or willful misconduct of Disposer, its employees, haulers, contractors, subcontractors or agents; or (2) Disposer's breach of any term or provision of this Agreement.

Customer shall indemnify and hold harmless Disposer and the Facility(ies), their partners, parent companies, subsidiaries, and affiliates (collectively, the "Indemnified Parties"), from and against any and all loss, damage, suits, liability and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss of or damage to property, including Disposer's and the Facility's property, contamination of or adverse effect on the environment, and injuries to or death of persons, including Customer's, Disposer's or Facility's employees, caused by or resulting from: (1) the negligence or willful misconduct of Customer, its employees, haulers, contractors, subcontractors or agents; or (2) Customer's breach of any term or provision of this Agreement. Notwithstanding anything contained in this

Agreement to the contrary, Customer assumes responsibility for (1) any injury or loss incurred by its employees or agents while on the Facility's premises (except that caused by Disposer's gross negligence), (2) any damage to Customer's property, including, but not limited to Customer's vehicles, that results from Disposer or the Facility providing unloading assistance to Customer while Customer is on the Facility's premises (except that caused by Disposer's gross negligence), and (3) the compliance with all of the Facility's rules and regulations, particularly those relating to safety and health.

Neither party shall have any liability to the other for any special, incidental or consequential damages, whether arising in contract, tort, strict liability, or in any other cause of action whatsoever. Said duties to indemnify, defend and hold harmless shall survive the termination of this Agreement.

5. COMPLIANCE WITH LAWS: Both parties shall comply with all applicable federal, state, local and provincial laws, regulations, ordinances, rules, permits, licenses and governmental orders and directives (collectively "**Applicable Laws**".) Customer shall also comply with the health and safety rules promulgated to govern operations at the Facility. Customer's failure to comply with the Facility's health and safety rules may result in immediate suspension of disposal privileges.

6. FORCE MAJEURE: Except for the obligation to pay for services rendered, neither party hereto shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including, but not limited to, strikes, riots, war, fire, or acts of God, herein referred to as "**Events of Force Majeure**." The financial inability to perform of a party is not an Event of Force Majeure.

7. TERM: The term of this Agreement shall commence on the Disposal Services Start Date and shall continue until terminated by either party on 30 days' written (including email) notice.

8. INSURANCE: Customer shall maintain workers' compensation insurance providing statutory benefits, employer's liability coverage of not less than \$500,000 and automobile and commercial general liability insurance with policy limits of not less than \$5,000,000 each occurrence for bodily injury or death and property damage. Limits for automobile and general liability can be satisfied either through a single policy or combination of primary and umbrella/excess coverage. Where umbrella/excess coverage is used, coverage must be "follow form" or as broad as primary coverage. Customer shall cause the aforesaid policies to be duly and properly endorsed by Customer's insurance underwriter's as follows: a) to provide endorsement naming as additional insured, except for workers' compensation, and waiving subrogation in favor of the Indemnified Parties; b) to contain a standard cross liability and severability clause; c) to provide that said insurances shall be primary in all instances with respect to Disposer's insurances, which shall be secondary and non-contributing at all times; d) to provide contractual liability coverage for all liability assumed by Customer under the terms of this Agreement; and e) to notify Disposer in writing at least 30 days prior to cancellation of any policy covered hereunder. These limits are considered minimum and in no way intended to limit the Customer's liability under this Agreement. Prior to commencing any Services under this Agreement, Customer shall furnish Disposer with Certificates of Insurance issued by Customer's insurer(s), as necessary, in a form acceptable to Disposer, as evidence that the insurance policies, including all applicable endorsements, providing the required coverage's, conditions, and limits required by the section are in full force and effect. Disposer also reserves the right to request and receive certified copies of any or all of such insurance policies and or endorsements. Disposer shall not be obligated, however, to review such insurance certificates, policies, and endorsements, or to advise Customer of any deficiencies in such documents, and such receipt shall not relieve Customer from or be deemed a waiver or Disposer's right to insist on strict fulfillment of Customer's obligations herein.

9. FEES/TAXES: In addition to the Disposal Price, Customer shall pay such fees as Disposer may impose from time to time by notice to Customer (including, by way of example only, administrative fees and environmental fees), with Disposer to determine the amounts of such fees in its discretion up to the maximum amount allowed by Applicable Law. Without limiting the foregoing, Customer shall pay Disposer a fuel surcharge fee in the amount shown on Disposer's invoices, which amount Disposer may increase or decrease from time to time by showing the amount on the invoice. The initial amounts for the fees listed in this paragraph are set forth on the first page of this Agreement, but are subject to change from time to time as described in this paragraph.

In addition to the Disposal Price, Customer shall pay all federal, state, local or other taxes, fees (including host fees), surcharges and other similar charges related to the acceptance or disposal of Acceptable Waste or the operations or activities of the Facility that are imposed by law, ordinance,

regulation, agreement with a governmental authority, governmental audit or otherwise (collectively, "Taxes"). The initial amount of Taxes is set forth on the first page of this Agreement, but is subject to change from time to time as described in this paragraph. In addition, Disposer shall have the right to increase the Disposal Fee from time to time by the pro-rata amount (determined by relative tonnage of Acceptable Waste delivered by Customer and accepted by Disposer divided by the total tonnage processed at the Facility) of any increase in operating costs or capital costs of the Facility as a result of a change in Applicable Laws. Any such increase shall be effective immediately upon written notice by Disposer to Customer.

10. Customer shall not use the name of Disposer or any of its affiliates or related companies or customers in any publicity or advertising or disclose any information related to the existence of this Agreement or the terms and conditions of this Agreement hereof, without the prior written consent of Disposer.

11. (a) This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations, understandings, and agreements concerning Disposer's service. No changes to this Agreement will be effective unless in writing and signed by the party to be bound. (b) No failure by either party to insist on performance shall operate as a waiver of other or subsequent breaches. (c) Neither party shall assign its rights or delegate its duties under this Agreement to any other person without the prior written consent of the other party, such consent shall not be unreasonably withheld. This Agreement shall inure to the benefit of and bind the respective successors and permitted assigns of the parties hereto. (d) If any provision of this Agreement is held to be unenforceable, this Agreement shall be reformed, but only to the extent necessary to render it enforceable. This Agreement may be executed in any number of counterparts, each of which when so executed shall be an original and all of which together shall constitute one and the same instrument.

Approval Information:

Title	Signature	Approval Date	Comments
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Mgr Area Asset Manager	Patrick Walsh	22-SEP-2021 12:04:40	Standard One year renewal of mixed MSW & Yard waste, and paint with Lake County
Vice Pres and Gen Mgr Municipal Services	Daniel Caraccio	22-SEP-2021 12:40:03	approved

LIMITED COMPETITION & SOLE SOURCE JUSTIFICATION

This form is required justification for purchases over \$1,000.00 from limited competition or sole source when it has been determined in the best interest of the County to utilize other than full and open competition. Limited competition and sole source procurement are to be used only as an exception when all attempts to pursue competitive purchasing have failed. Additionally, when the County requires an existing contractor to make a change to its contract that is beyond the scope of that contract, the County has made a sole source award that requires written justification via this form. Acceptance of limited competition and sole source procurement will be at the discretion of the Director of the Office of Procurement Services.

Limited Competition – available from multiple sources with only one feasible source for a specific reason

Sole Source – available from only one source, an equal product or service not available from any other source.

Standardization – It is in the best interest of the County to utilize one brand; falls under “limited competition” procurement.

1. PRODUCT OR SERVICE DESCRIPTION

A. Describe the product/service and its function (include vendor name):

Covanta Energy Corporation (Covanta Lake Inc.) Disposal of paint and other types of hazardous waste.

B. Describe the anticipated (FY or one-time) costs including future obligations (attach quote):

Per fiscal year \$18,000. PO 20200599-001

C. Why is it in the County’s best interest to waive the normal competitive process in this case?

They are the closest and only facility of this type in Lake County.

D. How can we promote full and open competition in the future similar purchases?

E. Indicate funding source. If grant-funded, provide documentation that limited or sole source procurement will not violate the terms of the grant.

Hazardous Waste Program 4568600-830340

LIMITED COMPETITION & SOLE SOURCE JUSTIFICATION

2. ANSWER APPLICABLE QUESTIONS

A. Compatibility to existing equipment, methodology, or training:

1. With what other material must this requirement be compatible?

2. What is the approximate dollar value of the existing material?

3. List the unique properties making this the only product compatible with existing material.

4. Provide (attach) all supporting information.

Memo dated 9-16-19, and email stating Legal and Procurement approval dated 9-17-19 are provided.

B. Only known manufacturer or provider of this product:

1. List sources of all research conducted to support this claim (i.e., trade shows, Internet searches, professional journals, colleagues, etc.).

2. List names and findings of other manufacturers solicited information from.

C. Only product that will meet the requirements of the intended use although other like items exist:

1. Identify manufacturers and the product deficiencies that led to disqualification.

2. State the reason(s) why this product is superior to all others (Be very specific).

3. Provide (attach) other supporting research to document the need for this specific product.

LIMITED COMPETITION & SOLE SOURCE JUSTIFICATION

D. Regional Sales/Support/Service: Provide (attach) proof this is the only vendor authorized to sell, support, or service for this region.


E. What are the consequences of not securing this specific item?

F. Provide additional information not furnished above that supports specific requirements necessitating limited competition / sole source purchase.

3. PROPONENT'S INFORMATION:

SIGNATURE: Jimmy Wise BTR 6-12-2020
NAME: Jimmy Wise
TITLE: Solid Waste Coordinator
DATE: 6-10-2020 MK 6/12/2020

4. DIRECTOR'S APPROVAL:

DIRECTOR SIGNATURE: 
DIRECTOR NAME: Fred Schneider
DATE: 6/12/2020

Wise, Jimmy

From: Falanga, Ron
Sent: Tuesday, September 17, 2019 9:36 AM
To: Wise, Jimmy
Cc: Tipton, Ralph; Spehar, Danielle
Subject: RE: Covanta
Attachments: Covanta Limited Comp Request 9-16-19.pdf

This request has been approved by Legal and Procurement Services.

Ron



RONALD A. FALANGA, CPPO, CPPB
Procurement Services Director

OFFICE OF PROCUREMENT SERVICES

315 W. Main St., Ste 441, (P.O. Box 7800) Tavares, FL 32778
P 352-343-9424 | **F** 352-343-9473
RFalanga@lakecountyfl.gov | **W** www.lakecountyfl.gov

*NOTE: Florida has a very broad public records law.
Your email communications may be subject to public disclosure.*

From: Wise, Jimmy <jwise@lakecountyfl.gov>
Sent: Monday, September 16, 2019 1:17 PM
To: Falanga, Ron <rfalanga@lakecountyfl.gov>
Cc: Tipton, Ralph <rtpion@lakecountyfl.gov>; Spehar, Danielle <dspehar@lakecountyfl.gov>
Subject: Covanta

See attached.



JIMMY WISE
Solid Waste Coordinator

PUBLIC WORKS DEPARTMENT
ENVIRONMENTAL SERVICES DIVISION

A 13130 County Landfill Road, Tavares, Fl. 32778
P 352-343-3776 | **F** 352-253-1690 | **C** 352-308-2476
E jwise@lakecountyfl.gov | **W** www.lakecountyfl.gov

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MEMORANDUM

Lake County Board of County Commissioners • Solid Waste Program
315 W. Main St., Tavares, FL 32778 • www.lakecountyfl.gov

To: Ron Falanga, Procurement Services Manager
From: Jimmy Wise, Solid Waste Coordinator *JW*
Date: September 16, 2019
Subject: Limited Competition Request for Covanta Energy

Since 1991, the Solid Waste Program of the Public Works Department has utilized Covanta Lake Inc., (Covanta), a division of Covanta Energy, as a disposal site for household waste, tires, paint, and containers from our hazardous material collection program. Covanta is located at 3830 Rogers Industrial Road in Okahumpka. They burn these waste and produce electricity which is sold on the market.

Being able to utilize Covanta helps the Solid Waste Program operate as efficiently as possible by keeping costs lower, having shorter trip mileage from our facilities, having less travel time, and less wear on our equipment. Covanta is the only facility located in Lake County that accepts the items listed above for disposal.

For the reasons listed above, I request that Covanta Lake Inc., be designated as a limited competition vendor for use by the Solid Waste Program.