

CONTRACT FOR
RECYCLING DROP-OFF BINS

THIS AGREEMENT, made in duplicate on this 21 day of March, 2022, by and between Madison County, Mississippi (the "County"), and Waste Management (the "Contractor"),

WHEREAS, County desires to contract with Contractor to provide recycling drop-off bins; and

WHEREAS, Contractor desires to contract with the County to provide recycling drop-off bins;

NOW, THEREFORE, in consideration of the premises and covenants and undertakings set forth, the County and the Contractor agree as follows:

1. **RECYCLABLE MATERIAL:** Recyclable materials to be deposited in the drop-off bins shall consist of aluminum, steel, and tin cans; newsprint; magazines; office paper; plastic bottles and containers (PET & HDPE); and flattened cardboard boxes. Additional recyclable materials may be added to the list by mutual consent of the parties in writing. If no company with a facility located within 120 miles of Madison County, Mississippi, will accept any particular recyclable material covered by the terms of this contract, then the collection of those particular recyclable materials covered by the term of the contract, then the collection of those particular recyclable materials may be suspended by Contractor until such time as a company located within 120 miles of Madison County, Mississippi, accepts such particular recyclable materials.
2. **PROPOSED PRICE:** The proposed Price per Bin shall include all costs, including bin rental, delivery of bin, maintenance of bin, and regular pickup and disposal of the recyclables from the bin. \$5,973.27 per month with three (3) scheduled hauls per week.
3. **BIN SIZE:** The County is open to considering different size bins depending upon the location and amount of use by residents. 20 yard Roll-Off Bin.
4. **CONDITION OF BINS, TRUCKS, AND EQUIPMENT:** All drop-off bins, trucks, and other equipment shall be maintained in good repair, appearance and in a sanitary condition at all times. Each vehicle shall have, clearly visible, on each side the Company's identity, telephone number and a conspicuous vehicle number. The Contractor shall load vehicles in such a manner as to prevent spillage. Any spillage by Contractor shall be cleaned up by the Contractor. All recyclable materials hauled by the Contractor shall be contained, tied or enclosed so that leaking, spilling or losses from wind-blown materials are prevented.

5. STANDARD OF PERFORMANCE: The Contractor hereby agrees that the collection and removal services, practices, and procedures shall be in conformity with all applicable County ordinances in effect upon the date of the execution of this Agreement, and in conformity with all of its terms and conditions. The Contractor also hereby agrees to conduct and operate the collection and removal services in a manner meeting the accepted standards for the industry.
6. OFFICE: The Contractor shall maintain an office Madison County, Rankin County, or Hines County at which it may be contacted. Contractor shall give County prior written notice of any change of office or telephone number. It shall be equipped with sufficient telephones, and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. Monday – Friday.
7. PERSONNEL: the Contractor hereby agrees it shall maintain a work force, properly trained, and each vehicle operator issued a valid Commercial driver's license for the type of vehicle being driven.
8. CONTACT PERSON: The Contractor also hereby agrees to assign a qualified person or persons to be in charge of the operations contracted for, and agrees to give such name or names to the County.
9. EMPLOYMENT: the Contractor hereby agrees it shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin.
10. ASSIGNMENT: The Contractor hereby agrees that the obligations pursuant to this Agreement shall not be subcontracted or assigned to any person or organization without first having obtained in writing the consent of the County.
11. INDEMNITY: The Contractor hereby agrees that it shall indemnify, reimburse, keep and hold the County free and harmless from liability on account of injury or damage to persons, firms, or corporations, or property which results from Contractor's negligent or willful acts or omissions in the performance of this Agreement; provided, however, this section shall not be construed to require Contractor to indemnify the County for damages resulting from the County's negligent or willful acts or omissions.
12. FORCE MAJEURE: It is mutually understood and agreed that the Contractor shall be relieved of its obligation under this Agreement during any period or periods of time when strikes, acts of God, war or public enemy, governmental or court order, fire or other casualty, storm or other natural catastrophe, or any other act beyond the control of the Contractor render impossible its performance under this Agreement. Immediately upon the occurrence of any of the above, the Contractor shall notify the County. Also within twenty-four (24) hours the Contractor shall meet with the County to review the validity of the Contractor's claim, assessing the impact it shall have on the scope of services under this Agreement, and to develop alternative methods to maintain the scope of services. A Pandemic or Disease outbreak shall NOT be considered an “act of God” and shall NOT excuse performance hereunder. A Pandemic or Disease outbreak shall NOT be considered an “act of God” and shall NOT excuse performance hereunder.

13. TERM OF CONTRACT: Minimum one-year contract with negotiable extension terms.

14. REPRESENTATIONS BY CONTRACTOR:

The Contractor represents and warrants:

(a) That it is a corporation duly authorized to do business in Mississippi and has legal authority to enter into this Agreement.

(b) That the Contractor shall conduct operations under this Agreement in compliance with applicable laws.

15. NOTICES: All notices, requests and other communications hereunder shall be deemed to have been given when deposited in the U.S. mail in a sealed envelope, postage prepaid, registered or certified mail, and addressed as follows:

If to County:

Madison County Administrator
Post Office Box 608
Canton, MS 39046

If to Contractor:

Waste Management of Mississippi, Inc.
1450 Country Club Drive
Jackson, Mississippi 39209-2573
Attention: District Manager

With a copy to:

Waste Management Legal Dept.
800 Capitol Street, Suite 3000
Houston, TX. 77002

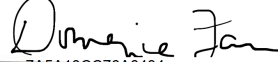
16. INSURANCE: The Contractor hereby agrees it shall secure and maintain such insurance policies as will protect itself and the County from claims for bodily injuries, death, or property damage, which may arise from operations under this Agreement whether such operations by itself or anyone employed directly or indirectly. Contractor shall provide the County with evidence of the following coverage in the form of a certificate of insurance prior to commencing the services described herein:

COVERAGES	LIMITS OF LIABILITY
Workmen's Compensation	Statutory
Employer's Liability	\$ 500,000.00
Bodily Injury Liability	\$ 500,000 each occurrence
except Automobile	\$1,000,000.00 aggregate
Property Damage Liability	\$500,000.00 each occurrence
except Automobile	\$1,000,000.00 aggregate
Automobile Bodily Injury Liability	\$2,000,000.00 each person
	\$ 500,000.00 each occurrence

Automobile Property	
Damage Liability	\$1,000,000.00 each occurrence
Excess Umbrella Liability	\$5,000,000.00 each occurrence

17. PRICE ADJUSTMENT: The Compensation payable by the County to the Company shall be annually adjusted by the same percentage as the Consumer Price Index for Water, Sewer, and Trash CPI, Not Seasonally Adjusted, All Areas ("C.P.I.") shall have increased during the preceding twelve months. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision. The initial rate adjustment shall take effect on the first anniversary date of the Commencement Date, and rate adjustments for succeeding contract years shall take effect on the successive anniversary dates of the Commencement Date during each succeeding year throughout the term hereof. Monthly payments due by the County to the Company shall be adjusted to compensate for such annual rate increases.
18. BASIS AND METHOD OF PAYMENT: The Contractor shall invoice the County for service rendered within ten calendar days following the end of the month. The County shall pay the Contractor, on or before the 45th day following receipt of the monthly invoice. Billing and payment shall be based on the quoted rates and schedules set forth in the contract.

DocuSigned by:

BY: 
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Its. Area Vice President


Attest:
Corporate Secretary

MADISON COUNTY

BY: 

President, Madison County Board of

Supervisors

Attest: 
Ronny Lott, Chancery Clerk

