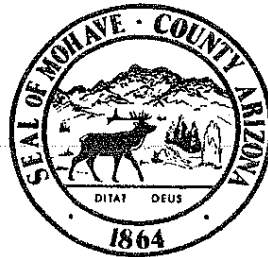


WASTE PAPER RECYCLING SERVICES

CONTRACT NO. 07-P-09

COUNTY OF MOHAVE, ARIZONA

2007



BOARD OF SUPERVISORS

**PETE BYERS
TOM SOCKWELL
BUSTER JOHNSON**

**COUNTY MANAGER
RON WALKER**

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I. INTRODUCTION

The purpose of this contract is to establish an agreement between Mohave County, Arizona (hereinafter "County") and Bulldog Disposal and Recycling (hereinafter "Bulldog") to provide waste paper recycling services. Services shall be provided at two County locations: 700 W. Beale Street in Kingman and 3675 E Andy Devine Ave in Kingman (hereinafter "Properties").

Bulldog and County agree that this contract will require hands-on management and shall strive to maintain open communication and a spirit of cooperation. Further, contract operations at 700 W. Beale Street must be performed only with the approval of Opus Property Management (hereinafter "Opus").

Request for Proposals number 07-P-09 and Bulldog's response thereto are incorporated into this contract by reference. The parties to this contract fully agree upon the terms and conditions in this final contract document.

II. SCOPE OF SERVICES

Bulldog shall provide Office Waste Paper recycling services to County on the following terms:

- 1) Bulldog shall collect white paper, mixed paper (colored, junk mail, newspapers) and cardboard from the Properties.
- 2) County shall be responsible for sorting paper before collection. County shall be responsible for ensuring that paper to be recycled is free of unacceptable contaminants.
- 3) Bulldog shall provide one cardboard waste paper receptacle for each employee working at the Properties. Bulldog shall provide a reasonable number of receptacles on a rolling basis and at County request, to replace those that may become damaged through normal wear and tear.
- 4) Bulldog shall provide and maintain large outdoor receptacles to collect the waste paper and cardboard to be recycled. The exact size and number of receptacles provided shall be determined jointly by the County and Bulldog.
- 5) County shall schedule pickups from Bulldog when necessary. County and Bulldog may determine a regular pickup schedule if appropriate and agreed upon by both parties.
- 6) County shall ensure that all outdoor receptacles to be emptied are in one location and accessible to Bulldog's truck at time of pickup. Bulldog shall ensure that pickup is performed neatly and professionally and shall not allow paper to scatter during pickup.
- 7) It is anticipated that Bulldog will provide up to forty each 96 gallon trash cans, up to two each 15 yard dumpsters, and a minimum of five hundred individual-sized cardboard receptacles. Actual equipment provided may vary depending on requirements and will be decided jointly by County and Bulldog and, when appropriate, as approved by Opus.
- 8) Bulldog shall provide monthly reports detailing the quantity and type of paper received from the County. Reports shall be submitted to County Procurement.
- 9) Additional properties may be added to this agreement by mutual consent and written amendment to this contract.

III. TIME OF PERFORMANCE

The contract period shall commence on January 1, 2008 and shall remain in effect for a period of one (1) calendar year, unless terminated, canceled or extended as provided herein. Bulldog and County shall have the right to renew the contract for four (4) additional one-year periods.

IV. FINANCIAL CONSIDERATIONS

Should the County produce more than ten tons of recyclable paper and cardboard in one month, Bulldog shall pay the County Two Cents (\$.02) per pound of paper picked up that month. Otherwise, no payments shall be made by either party.

V. SPECIAL TERMS AND CONDITIONS

1. INSURANCE PROVISIONS:

A. COVERAGE AFFORDED

MINIMUM LIMITS OF LIABILITY

Workers' Compensation

Statute or a State Certificate of self-insurance and employer's liability insurance for not less than \$1,000,000

Commercial General Liability

\$1, 000,000 each occurrence
\$2,000,000 aggregate

Automobile Liability Insurance
to include any vehicle

\$1,000,000 combined single limit

B. INSURANCE CONDITIONS

1. **GENERAL CONDITIONS:** Bulldog agrees to, at its own expense, purchase and maintain at all times during the life of this contract the herein stipulated minimum insurance with companies duly licensed, possessing a minimum current A.M. Best, Inc. Rating of A- FSC VIII, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to Mohave County. All policies will contain an endorsement providing that written notice be given to the County at least ten (10) calendar days prior to termination, cancellation or reduction in coverage in any policy.
2. **WAIVER OF SUBROGATION OR TRANSFER OF RIGHTS OF RECOVERY:** The policies required herein shall contain a waiver of subrogation or in the alternative, a waiver of transfer of rights of recovery against Mohave County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Bulldog's work or service.
3. **ADDITIONAL INSURED:** The insurance policies required by this Contract, except Workers' Compensation, shall name Mohave County, its agents, representatives, officers, directors, officials and employees AND Capital Mall LLC as owner Opus West Management Corporation, an Arizona Corporation and its affiliates as Additional Insured with a CG 20 10 or similar endorsement. Bulldog agrees that the insurance required herein will be primary and

that any insurance carried by the County will be excess and not contributing. All insurance policies of Bulldog shall be primary in relation to the Additional Insured.

4. **ENDORSEMENTS AND CERTIFICATE:** The following provisions are also required for the insurance(s), and evidence of such shall be satisfied by Certificate(s) and Endorsements. An insurance company authorized to transact business in the State of Arizona shall issue the Certificates. Bulldog shall, within ten (10) days after award of bid, furnish the County with Certificates of Insurance for the required insurance coverage. Endorsements for the Waiver of Transfer of Rights and Additional Insured shall be provided as indicated above, unless contained within the basic policy(ies) and then confirmed by written statement signed by the insurance agent, broker and/or underwriter in a form acceptable to the County.

"Mohave County, a body politic and corporate of the State of Arizona, its Board members, officers, employees, agents, and other officials" shall be listed as the certificate holder. If room does not permit, this verbiage can be entered into the description of operations. However, if the latter method is used, **the certificate holder shall be listed only as Mohave County, Arizona, PO Box 7000, Kingman, AZ 86402.**

5. **SUBCONTRACTORS:** In the event any of the Work is subcontracted, Bulldog shall require the subcontractor to provide Workers' Compensation insurance for all of the subcontractor's employees engaged in the Work, unless such employees are covered by the protection afforded by Bulldog's Workers' Compensation insurance. In case any class of employees engaged in hazardous work under the Contract is not protected under the Workers' Compensation statute, Bulldog shall provide, and shall cause each subcontractor to provide, adequate employer's general liability insurance for the protection of such of their employees as are not otherwise protected.

Insurance approved by Risk Management 4/16/07 RH

3. **CERTIFICATES AND LICENSES:** The successful offeror shall possess all necessary and valid licenses, permits and certificates required for performance of the work specified herein. Current copies of all applicable licenses and certificates shall be provided to the County within twenty-four (24) hours upon demand as any time prior to and during the contract term.
4. **COOPERATIVE PURCHASING LANGUAGE:** This contract is for the use of Mohave County. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must enter into a cooperative purchasing agreement with the Procurement Department. Payments made under this agreement will be the sole responsibility of each participating agency. The County shall not be responsible for any disputes arising out of transactions made by others.
5. **ASSIGNMENT OF CONTRACT:** Bulldog shall have the privilege of assigning this Contract to another entity only with the express written permission of the County, which shall be granted or not at the County's sole discretion.

VIII. STANDARD TERMS AND CONDITIONS

1. **BULLDOG'S RESPONSIBILITY:** Bulldog shall be responsible for the professional quality, safety, and the coordination of operations it performs under this Contract. Bulldog shall be and remain liable to the County in accordance with applicable law for all

damages to the County caused by Bulldog's negligent performance of any of the operations covered under this Contract.

By signing the Contract, Bulldog affirms that it has the ordinary skill, knowledge, and judgment possessed by members of its profession, and that it will use reasonable and ordinary care and diligence in performing the work.

2. **APPLICABLE LAW:** This Contract shall be governed by the law of the State of Arizona, and suits pertaining to this Contract shall be brought only in Federal or State courts in the State of Arizona.
3. **CONTRACT:** This Contract shall contain the entire agreement between the County and the Consultant relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.
4. **LEGAL REMEDIES:** All claims and controversies shall be subject to the Mohave County Procurement Code.
5. **CONTRACT AMENDMENTS:** This Contract shall be modified only by a written contract amendment signed by the County's Board of Supervisors and persons duly authorized to enter into contracts on behalf of Bulldog.
6. **ASSIGNMENT – DELEGATION:** No right or interest in this Contract shall be assignable in whole or in part without the written consent of the parties hereto, and no delegation of any duty of Consultant shall be made without prior written permission of the County.
7. **INDEMNIFICATION:** To the fullest extent permitted by law, Bulldog shall defend, indemnify and hold harmless Mohave County, a body politic and corporate of the State of Arizona, its board members, officers, employees, agents and other officials (hereafter called "County") from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, court costs or other alternative dispute resolution costs arising out of or resulting from Bulldog's work or services; provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, death, personal injury, or property damage, including the loss of use or diminution in value, resulting therefrom; but only to the extent caused in whole or in part by the actual or alleged negligent acts, errors or omissions of Bulldog, or anyone for whose acts Bulldog may be liable. Bulldog shall not be obligated to indemnify, defend and hold harmless the County for any claims to the extent that the injury or damage is attributable to or arose from the negligence or willful misconduct on the part of the County, its agents or employees. The County reserves the right, but not the obligation, to participate in defense without relieving Bulldog of any obligation hereunder. The amount and type of insurance coverage requirements set forth in this contract shall in no way be construed as limiting the scope of the indemnity in this paragraph. The provisions of this Section shall survive the expiration or early termination of this Contract.
8. **FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means a major occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a sub-consultant unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall immediately notify the other party in writing of such delay of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

9. **SUBSEQUENT EMPLOYMENT:** The County may cancel this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the County is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a Consultant to any other party to this Contract with respect to the subject matter of the Contract. Such cancellation shall be effective when written notice from the Mohave County Board of Supervisors is received by the parties to this Contract, unless the notice specifies a later time.

10. **TERMINATION OF CONTRACT:** This contract may be terminated at any time by mutual written consent, or by the County, with or without cause, upon giving thirty (30) days written notice to Bulldog. The County at its convenience, by written notice, may terminate this contract, in whole or in part.

The County reserves the right to cancel the whole or any part of this contract due to failure of Bulldog to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Bulldog for acting or failing to act as in any of the following:

In the opinion of the County, Bulldog provides personnel that do not meet the requirements of the contract;

In the opinion of the County, Bulldog fails to perform adequately the stipulations, conditions or services/specifications required in this contract;

In the opinion of the County, Bulldog attempts to impose on the County personnel or materials, products or workmanship of an unacceptable quality.

Bulldog fails to furnish the required service and/or product within the time stipulated in the contract;

In the opinion of the County, Bulldog fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that Bulldog will not or cannot perform to the requirements of the contract.

11. **PROTECTION OF GOVERNMENT BUILDINGS:** Bulldog shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on County property. If Bulldog fails to do so and damages such buildings, equipment and vegetation, Bulldog shall replace or repair the damage at no expense to the County, as directed by the Procurement Manager. If Bulldog fails or refuses to make such repair or replacement, then Bulldog shall be liable for the cost thereof.

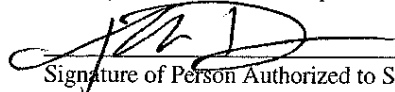
OFFER TO THE COUNTY OF MOHAVE, ARIZONA:

The Consultant hereby offers to provide the services listed in the attached contract and based upon the Request for Qualifications, including all terms, conditions, specifications, scope of work, amendments, offers and subsequent negotiations, as accepted by the County.

Bulldog Disposal and Recycling, Inc.
Company Name

PO Box 4319
Address

Kingman AZ 86402
County State Zip


Signature of Person Authorized to Sign

Jeremiah Davis
Printed Name

President
Title

ACCEPTANCE OF OFFER:

The Offer is hereby accepted.

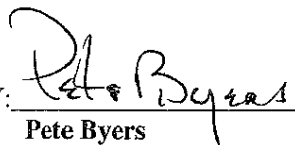
The Consultant is now bound to provide the services listed in the attached contract, including all terms, conditions, specifications, scope of work, amendments, the Consultant's Offer and any subsequent negotiations, as accepted by the County.

This contract shall henceforth be referred to as **Contract No. 07-P-09**. The Consultant has been cautioned not to commence any billable work or to provide any material or service under this contract until Consultant receives a purchase order, or is otherwise directed to do so in writing by the undersigned.

MOHAVE COUNTY, a body politic and corporate of the State of Arizona

Awarded this 3 day of Dec., 2007

12-3-07
Date Signed

BY: 
Pete Byers
As Chairman of the Mohave County Board of Supervisors
and not personally.