

ORDINANCE NO. 2021- 12

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE 2021 RESTATED SOLID WASTE, BULK WASTE, AND RECYCLING COLLECTION SERVICES AGREEMENT WITH WASTE PRO USA, INC.; AUTHORIZING EXECUTION OF THE AGREEMENT; PROVIDING FOR CONFLICTS, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

WHEREAS, in 2009, the Town of Lauderdale-By-The-Sea issued a Request for Proposals No. 09-02-01 for solid waste and recycling services for the residences and businesses within the corporate limits of the Town; and

WHEREAS, on May 12, 2009 the Town adopted Ordinance 2009-13 and entered into a Solid Waste, Bulk Waste and Recycling Collection Services Agreement, (the “Collection Agreement”) with the top ranked firm, Choice Environmental Services Of Broward, Inc. (“Choice”) for an initial three year term, with three (3) optional renewal periods of three to five years each; and

WHEREAS, on March 27, 2012, the Town Commission adopted Ordinance 2012-03, approving the 2012 Restated Collection Agreement for the first renewal period of June 21, 2012 through June 30, 2015 (the “First Renewal Term”); and

WHEREAS, in 2014, Progressive Waste Services, Inc. (“Progressive”), a successor in interest to Choice, advised the Town that it entered into an agreement with Waste Pro USA, Inc. (“Waste Pro”) providing for Waste Pro’s purchase of certain assets of Progressive, and Progressive requested the Town’s approval of the transfer of the 2012 Restated Collection Agreement to Waste Pro; and

WHEREAS, on August 19, 2014, the Town approved the transfer of the 2012 Restated Collection Agreement to Waste Pro and Waste Pro has been providing collection services for the Town since that time; and

WHEREAS, on January 13, 2015, the Town Commission adopted Ordinance 2014-20, the First Amendment to the 2012 Restated Collection Agreement, which extended the first renewal term for a six-month period to November 30, 2015, and deleted certain provisions related to the expiration of the Town’s Solid Waste Disposal Interlocal Agreement with Broward County on July 2, 2013; and

32 **WHEREAS**, on November 24, 2015, the Town Commission adopted Ordinance No. 2015-
33 14, which approved the 2015 Restated Collection Agreement providing for a one-year extension
34 of the First Renewal Term through November 30, 2016, and amendments to improve the
35 operations of the solid waste and recyclable collection system; and

36 **WHEREAS**, on November 15, 2016, the Town Commission approved a 90-day extension
37 to the First Renewal Term through February 16, 2016, and on February 14, 2017, the Town
38 Commission approved another 90-day extension of the First Renewal Term through May 17, 2017,
39 to provide time for the parties to negotiate the terms of a second renewal term of the Collection
40 Agreement; and

41 **WHEREAS**, the May 9, 2017, the Town Commission adopted Ordinance 2017-06, which
42 approved the 2017 Restated Collection Agreement for the second renewal term (the “Second
43 Renewal Term”); and

44 **WHEREAS**, on May 14, 2019, the Town Commission adopted Ordinance 2019-01,
45 approving the 2019 Restated Collection Agreement (the “2019 Restated Collection Agreement”),
46 which amended the 2017 Restated Collection Agreement to improve communication regarding
47 commingled waste and modified provisions including, but not limited to, missed collections,
48 required number of carts in a duplex, and penalties; and

49 **WHEREAS**, the 2019 Restated Collection Agreement is set to expire, and Town staff has
50 negotiated certain amendments with Waste Pro for the third and final renewal term; and

51 **WHEREAS**, the 2021 Restated Collection Agreement, attached as Exhibit “A,” renews
52 the Collection Agreement for its third and final renewal term and amends the 2019 Restated
53 Collection Agreement; and

54 **WHEREAS**, the 2021 Restated Collection Agreement is found to be in the best interests
55 of the Town.

56 **NOW THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE**
57 **TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AS FOLLOWS:**

58 **SECTION 1. Recitals.** The foregoing “Whereas” clauses are ratified and confirmed as
59 being true, correct and reflective of the legislative intent underlying this Ordinance and are hereby
60 made a specific part of this Ordinance.

SECTION 2. Adoption of Agreement. The 2021 Restated Collection Agreement between the Town of Lauderdale-By-The-Sea and Waste Pro USA, Inc., attached as Exhibit "A" and made a part hereof by this reference, is hereby approved.

SECTION 3. Execution of Agreement. The appropriate Town officials and staff are authorized to execute the 2021 Restated Collection Agreement, attached as Exhibit "A", together with such non-substantial changes as are acceptable to the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

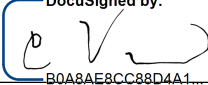
SECTION 4. Conflicts. All sections or parts of sections of the Code of Ordinances, all ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict herewith, be and the same, are hereby repealed to the extent of such conflict.

SECTION 5. Severability. Should any section or provision of this Ordinance, or any paragraph, sentence or word, be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof, as a whole or a part hereof, other than the part declared to be invalid.

SECTION 6. Effective Date. This Ordinance shall become effective upon adoption on second reading.

Passed on the first reading, this 28th day of September, 2021.

Passed and adopted on the second reading, this 26th day of October, 2021.

DocuSigned by:

 B0A8AE8CC88D4A1
MAYOR CHRIS VINCENT

	First Reading	Second Reading
Mayor Vincent	<u> Aye </u>	<u> Aye </u>
Vice-Mayor Oldaker	<u> Aye </u>	<u> Aye </u>
Commissioner Sokolow	<u> Aye </u>	<u> Aye </u>
Commissioner Malkoon	<u> Aye </u>	<u> Aye </u>
Commissioner Strauss	<u> Aye </u>	<u> Aye </u>

95 ATTEST:

96 DocuSigned by:

97 Tedra Allen, CM

98 F79938A3F45D42E...

99 Tedra Allen, Town Clerk

101 APPROVED AS TO FORM:

102 DocuSigned by:

103 Susan L. Trevarthen

104 7651C1375CC5435...

105 Susan L. Trevarthen, Town Attorney

EXHIBIT A

**Solid Waste, Bulk Waste, and Recycling Collection Services Agreement
Between
The Town of Lauderdale By-The-Sea, Florida
and
Waste Pro USA, Inc.**



2021 Restated Collection Agreement

**History: RFP No. 09-02-01 - Effective July 1, 2009 -
First Amendment - September 10, 2009
Second Amendment - January 11, 2011
Third Amendment - September 30, 2011
Restated Agreement - March 27, 2012
First Amendment to the Restated Agreement – January 13, 2015
2015 Restated Agreement – November 24, 2015
2017 Restated Agreement – May 18, 2017
2019 Restated Agreement – May 14, 2019
2021 Restated Agreement – November 1, 2021**

Solid Waste, Bulk Waste, and Recycling Collection Services Agreement

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Solid Waste, Bulk Waste, and Recycling Collection Services Agreement

This Agreement and amendments thereto (hereinafter referred to as “Agreement”) made and first entered into the 1st day of July, 2009, and amended as provided below, by and between the Town of Lauderdale By-The-Sea, a municipal corporation of the State of Florida (hereinafter referred to as “**TOWN**”), acting by and through its duly authorized Town Commission, and Waste Pro USA, Inc., a Florida Corporation and successor-in-interest pursuant to a transfer of this Agreement approved by the Town Commission on August 19, 2014 (hereinafter referred to as “**CONTRACTOR**”).

The amendments to this Agreement include:

1. First Amendment on September 10, 2009,
2. Second Amendment on January 11, 2011,
3. Third Amendment on September 30, 2011,
4. 2012 Restated Agreement on March 27, 2012 (first renewal period),
5. First Amendment to the 2012 Restated Agreement on January 13, 2015, and
6. 2015 Restated Agreement on November 24, 2015 (extension of first renewal period).
7. 2017 Restated Agreement on May 18, 2017 (second renewal period).
8. 2019 Restated Agreement on May 14, 2019 (amendments)
9. 2021 Restated Agreement on November 1, 2021 (third renewal period and amendments)

WITNESSETH:

WHEREAS, the **CONTRACTOR** and the **TOWN** wish to set forth the terms and conditions of this Agreement for the provision of a Solid Waste, Bulk Waste, and Recycling Collection Services.

NOW THEREFORE, for the mutual benefits and other considerations recited herein, the parties agree as follows:

SECTION 1: AGREEMENT

1.1 FRANCHISE

For the term of this Agreement, the **TOWN** hereby grants the **CONTRACTOR** the exclusive franchise and the sole obligation to operate and maintain comprehensive Solid Waste, Bulk Waste, and recycling collection services for Residential Collection Service Units and Solid Waste for Commercial Collection Service Units in and for the **TOWN**, except as specifically excluded in this Agreement. The franchise specifically excludes the exclusive collection of construction and demolition debris. The **CONTRACTOR** is authorized by the **TOWN**, in, upon, over, and across the present and future streets, alleys, bridges, easements, and other public places of the **TOWN** for the purposes of fulfilling **CONTRACTORS**’ obligations under this Agreement within the municipal corporate limits of the **TOWN**, or as directed in conformance with the Charter and Ordinances of the **TOWN** and other applicable law. The **CONTRACTOR**’S sole consideration from the **TOWN** shall be the right to provide the services specified herein at the rates specifically authorized herein.

Solid Waste, Bulk Waste, and Recycling Collection Services Agreement

1.2 TERM OF AGREEMENT

The initial term of this Solid Waste, Bulk Waste, and Recycling Collection Services Agreement (“Agreement”) was for a period of three (3) consecutive years, commencing on July 1, 2009 at 12:00 a.m., local time, through June 20, 2012 at 11:59 p.m., local time. The first renewal period commenced on June 21, 2012 at 12:00 a.m., local time, and continued through May 17, 2017 at 11:59 p.m., local time. The second renewal period commenced on May 18, 2017 at 12:00 a.m., local time, and ends on November 30, 2021 at 11:59 p.m., local time. The third renewal period begins November 1, 2021 at 12:00 a.m., local time, and ends on October 31, 2026.

1.3 EXPIRATION OF AGREEMENT PROVISIONS

In the event a new Agreement has not been awarded upon the expiration of this Agreement, and renewal options are not exercised, the CONTRACTOR agrees to provide service to the TOWN for an additional ninety (90) calendar day period beyond the expiration of the Agreement at the then established rates, provided the TOWN requests said services, in writing, at such time.

1.4 OPTION TO RENEW

- (a) *Renewal Periods.* After the initial three (3) year period, this Agreement may be renewed for three (3) additional periods, each lasting between three (3) and five (5) years as shown in the following table.

Table 1 – Renewal Periods

Initial Term:	July 1, 2009 to June 20, 2012
First Renewal Term:	June 21, 2012 to May 17, 2017
Second Renewal Term	May 18, 2017 to November 1, 2021
Third Renewal Term	November 1, 2021 to October 31, 2026
Renegotiate Terms and Conditions or Request Bids from Qualified Contractors	To be determined

- (b) *Final Renewal Term.* In the event the Agreement is renewed for three (3) Renewal Terms, the TOWN may, at the end of the final renewal term, either renegotiate the term and conditions of the Agreement with the current CONTRACTOR or request bids from qualified contractors to provide Solid Waste Collection, Bulk Waste Collection, and Recycling Services.
- (c) *No Limits on Right of Termination.* This section in no way limits the TOWN’S right to terminate this Agreement for cause at any time during the initial term or any extension thereof, pursuant to Section 9 of this Agreement.

Solid Waste, Bulk Waste, and Recycling Collection Services Agreement

SECTION 2: DEFINITIONS

For the purpose of this Agreement, the definitions contained in this Section shall apply, unless otherwise specifically stated. If a word or phrase is not defined in this Section, the definition of such word or phrase as contained in the Code of the TOWN shall apply. When not inconsistent with the context, words used in the present tense shall include the future, words in the plural shall include the singular, and use of the masculine gender shall include the feminine gender. The word “shall” is always mandatory and not merely discretionary.

1. **Advertising** shall mean any written communication for the purpose of promoting a product or service. No advertising shall be permitted on Collection vehicles, or any other vehicles, Recycling Bins, Recycling Containers, Containers, Roll-offs or other equipment used for the purpose of administering this Agreement. The CONTRACTOR’S name in which it is doing business and non-toll telephone service number, written communication as specified in the Agreement or written communication as directed by the Town Manager, shall not be considered Advertising.
2. **Account Holder** shall mean the party responsible for payment for services provided by CONTRACTOR that has arranged an account with the CONTRACTOR.
3. **Agreement** shall mean this Agreement.
4. **Bags** shall mean non-dissolvable plastic bags.
5. **Biological Waste** shall mean, as defined in Chapter 403, Florida Statutes, Solid Waste that causes or has the capability of causing disease or infection and includes, but is not limited to, biomedical waste, diseased or dead animals, and other wastes capable of transmitting pathogens to humans or animals.
6. **Biomedical Waste** shall mean, as defined in Chapter 403, Florida Statutes, any Solid Waste or liquid waste that may present a threat of infection to humans. The term includes, but is not limited to, non-liquid human tissue and body parts; laboratory and veterinary waste which contain human-disease-causing agents; discarded disposable sharps; human blood, and human blood products and body fluids; and other materials which in the opinion of the Department of Health represent a significant risk of infection to persons outside the generating facility.
7. **Brown Goods** shall mean discarded computers, televisions, stereos, cabinets, furniture, and other similar domestic goods. Brown Goods must be generated by the Customer and at the Residential Service Unit or Commercial Service Unit wherein the Brown Goods are collected. Anytime White Goods are referenced in this Agreement, it will include the servicing of Brown Goods.
8. **Bulk Waste** shall mean those wastes that may require special handling and management including, but not limited to: all types of vegetative matter resulting from normal yard and landscaping maintenance that does not exceed six (6) feet in length, White Goods, Brown Goods, furniture, equipment, and other similar items including materials resulting from minor home repairs. Bulk Waste does not include items herein defined as Garbage, Contractor-Generated Waste, Exempt Waste, or items such as televisions, mirrors, window glass, or containers with fluids, or waste containing refrigerants or other potentially harmful fluids or gases.
9. **Bulk Waste Collection Service** shall mean Bulk Waste Collection from Residential Service Units and delivery of the Bulk Waste to the Designated Disposal Facility.
10. **Business Day** shall mean any day, Monday through Friday, from 8 a.m., local time until 4 p.m., local time.

Solid Waste, Bulk Waste, and Recycling Collection Services Agreement

11. **Cart** shall mean a metal or plastic receptacle on wheels that is mechanically emptied, with a maximum capacity of ninety-six (96) gallons used to store Solid Waste, Yard Waste or Recyclable Materials until collection by the CONTRACTOR.
12. **Collection** shall mean the process whereby Solid Waste, Bulk Waste, and Recyclable Materials are removed and transported to the appropriate Designated Disposal Facility. Collection shall exclude the process of picking up, transporting, and dropping off Exempt Waste.
13. **Collection Rates** shall mean the rates approved pursuant to the terms of this Agreement that are to be charged by the CONTRACTOR for collection services.
14. **Commercial Establishment** shall mean all retail, professional, wholesale, institutional, lodging, and industrial facilities, and any other commercial enterprises, offering goods or services to the public located in the Service Area.
15. **Commercial Services** shall mean Commercial Solid Waste Collection Services performed in the Service Area.
16. **Commercial Service Unit** shall mean any Commercial Establishment in the Service Area.
17. **Commercial Solid Waste** shall mean any Garbage or Trash that is usual to the normal operations of a Commercial Service Unit. A Customer driven activity at the Commercial Service Unit wherein the Commercial Solid Waste is collected and does not include items defined herein as Yard Waste, Bulk Waste, Contractor-Generated Waste, or Exempt Waste must generate commercial Solid Waste. Recyclable Materials are not Commercial Solid Waste.
18. **Commercial Solid Waste Collection Service** shall mean the Collection and disposal of Commercial Solid Waste from Commercial Service. Commercial Solid Waste Collection Service shall be provided via Containers or Dumpsters.
19. **Commercial Recycling Collection Service Unit** shall mean the Collection of Recyclable Materials from Commercial Service Units utilizing Recycling Bins and/or Containers, and the delivery of the Recyclable Materials to the Designated Recycling Facility.
20. **Compactor** shall mean a mechanism, whether stationary or mobile, with a minimum compaction ratio of 2.5 to 1.0 used for the densification of Solid Waste in Containers or Roll-offs. The CONTRACTOR shall clearly mark all Dumpsters and Roll-offs and Compactors as to prohibit their use for the disposal of Biological Waste, Biomedical Waste, Hazardous Waste, or Sludge if hauler is to provide as opposed to Inter Local Agreement (ILA).
21. **Construction and Demolition Debris** as defined in Chapter 403, Florida Statutes, as may be amended from time to time, shall mean discarded materials generally considered to be not water-soluble and non-hazardous in nature, including, but not limited to, steel, fence, screen, metal, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project. This includes non-vegetative construction and demolition debris as a result of a fire, and manmade or natural disaster, to include hurricane debris.
22. **Container** shall mean a Dumpster or Cart used to store Solid Waste, Yard Waste or Recyclable Materials.

Solid Waste, Bulk Waste, and Recycling Collection Services Agreement

23. **CONTRACTOR** shall mean the person or entity that has entered into this Agreement to provide the services described herein for the Service Area.
24. **Contractor-Generated Waste** shall mean Bulk Waste generated by builders, building contractors, privately employed tree trimmers and tree surgeons, landscape services, and lawn or yard maintenance services and nurseries.
25. **County** shall mean Broward County, Florida.
26. **Customer** shall mean person(s) that produce the Solid Waste, Bulk Waste and Recyclable Materials at a physical location. The Customer may be the Account Holder.
27. **Designated Disposal Facility** shall mean the facility designated by the Town for receipt of all Solid Waste, Bulk Waste and Yard Waste collected within the Town that is capable of being processed at the Designated Disposal Facility.
28. **Designated Recycling Facility** shall mean the Recovered Materials Processing Facility designated by the Town for receipt of the Recyclable Materials collected within the Town.
29. **Disposal Charges** shall mean the prevailing per-ton rate charged at the Designated Disposal Facility for the acceptance and disposal of Residential Waste, Commercial Solid Waste, and other waste materials.
30. **Disposal Fee** shall mean the amount within the Collection Rate paid by the Customer that is charged for the disposal of Solid Waste, Bulk Waste and Yard Waste.
31. **Dumpster** shall mean a metal or plastic receptacle, with a capacity of up to and including eight (8) cubic yards designed or intended to be mechanically dumped into a loader-packer type garbage truck.
32. **Dwelling Unit** shall mean an individual living unit in a single-family dwelling, duplex dwelling, multi-family dwelling, or mixed-used dwelling within a structure or building intended for, or capable of being utilized for residential living, other than those structures or building units included within the definition of Commercial Service Unit herein.
33. **Exempt Waste** shall mean Biological Waste, Biomedical Waste, Construction and Demolition Debris, Hazardous Waste, Sludge, automobile parts, boats, boat parts, boat trailers, internal combustion engines, lead-acid batteries, used oil and tires, those wastes under the control of the Nuclear Regulatory Commission, and those other materials whose size, weight, or both are in excess of that allowed for Bulk Waste as defined herein.
34. **Franchise Fee** shall mean the charge to CONTRACTOR for the use of present and future streets, alleys, bridges, easements, and other public places of the TOWN. The Franchise Fee shall be calculated by multiplying the Gross Revenues as defined herein by the assigned franchise fee percentage. For example, commercial franchise fee shall be ten percent (10%) of Gross Revenues for Commercial Services and three point seven six percent (3.76%) of Gross Revenues for Residential/Multi Family Services.
35. **Garbage** shall mean all waste that is generated from normal residential activities. These materials generally include, but are not limited to, kitchen and food waste, animal and produce waste, or any organic waste that is a result of storage, preparation, cooking, or handling of food materials. Also included in this category are household waste items such as food packaging materials; non-recyclable cans, plastics, paper, cardboard, and bottles; rags and cleaning supplies, and other items usual to housekeeping.

Solid Waste, Bulk Waste, and Recycling Collection Services Agreement

36. **Gross Revenues** shall mean all charges invoiced by the CONTRACTOR arising from, attributable to or in any way derived from the services it provides pursuant to this Agreement, exclusive of franchise fees.
37. **Hazardous Waste** shall mean Solid Waste, or a combination of Solid Wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. The term does not include human remains that are disposed of by persons licensed under Chapter 470, Florida Statutes.
38. **Non-Collection Notice** shall mean a sticker, tag, or door hanger used by the CONTRACTOR to notify Customers of the reason for non-collection of materials set out by the Customer for Collection by the CONTRACTOR pursuant to the Agreement, developed and provided by the CONTRACTOR and approved by the TOWN. CONTRACTOR is required to provide a Non-Collection Notice anytime Solid Waste, Bulk Waste, or Recycling Materials are not picked up for any reason.
39. **Ordinance** shall mean those parts of the Code of the TOWN governing Solid Waste Collection, Disposal, and Recycling activities within the TOWN.
40. **Recovered Materials Processing Facility** shall mean a facility engaged solely in the storage, processing, resale, or reuse of Recyclable Materials, and that meets the requirements of Section 403.7046, Florida Statutes.
41. **Recyclable Materials** shall mean those materials that are capable of being recycled and which would otherwise be processed or disposed of as Solid Waste. Recyclable Materials to be collected shall include all materials that are accepted by the Designated Recycling Facility.
42. **Recycling** shall mean any process by which materials that would otherwise have been Residential Solid Waste or Commercial Solid Waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.
43. **Recycling Bin** shall mean a rigid rectangular receptacle stenciled with the TOWN logo. Recycling Bins shall not contain the name or logo of the CONTRACTOR. Recycling Bins shall be made of plastic or other suitable substance of no less than fourteen (14) gallons.
44. **Recycling Container or Recycling Cart** shall mean a wheeled metal or plastic receptacle, with a capacity of ninety six (96) gallons or an alternative sized specified by TOWN, intended to be manually or mechanically dumped into a loader-packer type recycling truck. Recycling Containers shall be stenciled with the Town logo and shall not contain the name or logo of the CONTRACTOR. A Recycling Container is commonly referred to as a "Recycling Cart."
45. **Residential Collection Service Unit – Single Family, Duplex** shall mean one single family home or one duplex unit that uses containers that are placed at curbside for collection.
46. **Residential Collection Service Unit – Multi Family Container Service** shall mean a Multi Family property that uses containers that are placed at curbside for collections.
47. **Residential Recycling Collection Service Unit** shall mean all types of Residential Collection Service Units utilizing Recycling Bins, Dumpsters and/or Containers, and the delivery of the Recyclable Materials to the Designated Recycling Facility.

Solid Waste, Bulk Waste, and Recycling Collection Services Agreement

48. **Residential Collection Service Unit – Multi Family Dumpster Service** shall mean the Collection of Garbage and Trash from multi-family residential units that utilize dumpsters for the Collection Service.
49. **Residential Solid Waste** shall mean Garbage and Trash resulting from the normal household activities of a Residential Service Unit. The Customer at the Residential Service Unit wherein the waste is collected must generate the Solid Waste. It does not include items defined herein as Contractor-Generated Waste or Exempt Waste. Recyclable Materials and Bulk Waste are not Residential Solid Waste.
50. **Roll-Off Collection Service** shall mean the Collection and disposal of Roll-Off Containers containing Construction and Demolition Debris. Collection of Construction and Demolition Debris is not considered exclusive to the CONTRACTOR under the terms and conditions of the Agreement.
51. **Roll-Off Containers** shall mean any metal receptacle with a capacity of more than eight (8) cubic yards, which is normally loaded onto a motor vehicle. Roll-off Containers utilized for services covered under this Agreement shall be owned by the CONTRACTOR.
52. **Scheduled Collection Day** shall mean any day in which Collection activities take place.
53. **Service Area** shall mean the municipal limits of the TOWN.
54. **Sludge** shall mean the accumulated solids, residues, and precipitates generated as a result of waste treatment or processing including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar disposal appurtenances, or any other such waste having similar characteristics or effects.
55. **Solid Waste** shall mean Garbage and Trash. Bulk Waste and Recyclable Materials are not considered Solid Waste.
56. **Special Waste** shall mean Solid Waste that can require special handling and management, including, but not limited to used tires, used oil, lead-acid batteries, ash residue, and biological wastes.
57. **TOWN** shall mean the Town of Lauderdale By-The-Sea, Broward County, Florida.
58. **Town Commission** shall mean the Town Commission of the TOWN.
59. **Town Manager** shall mean the Town Manager of the TOWN, or his/her designated representative(s).
60. **Town Sponsored Special Events** shall mean events sponsored or co-sponsored by the TOWN.
61. **Trash** shall mean plastic bags, wood, bundles, toys, Yard Waste, and other similar waste materials in cans or similar receptacles. Trash does not include items that are Contractor-Generated Waste or Exempt Waste.
62. **Yard Waste (or Yard Trash)** shall mean vegetative materials from normal yard and landscaping maintenance that is from the serviced property.
63. **Yard Waste Collection Service** shall mean the once per week collection of Yard Waste utilizing carts from Cart Customers (single family, duplex and multifamily).

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64. **White Goods** shall mean discarded refrigerators, ranges, water heaters, freezers, and other similar domestic appliances. White Goods must be generated by the Customer and at the Residential Service Unit or Commercial Service Unit wherein the White Goods are collected. Any time White Goods are referenced in this Agreement, it will include the servicing of Brown Goods.
65. **Work Day** shall mean any day, Monday through Sunday.
66. **Undefined Amount of Solid Waste or Recyclables** shall mean the quantity of disposed material that can be placed in a Container by and still allow proper collection with the lid closed.

SECTION 3: COLLECTION SERVICES TO BE PROVIDED BY CONTRACTOR

The CONTRACTOR shall provide all Residential Services and Commercial Services, as defined in Section 3 herein, within the corporate limits of the TOWN, except as provided herein. Said service shall include:

3.1 RESIDENTIAL SOLID WASTE – GARBAGE AND TRASH

- (a) **All Residential Solid Waste.** The CONTRACTOR is responsible to collect all Solid Waste, Bulk Trash, and Recycling Materials in the Service Area. In the event the CONTRACTOR is not able to collect, CONTRACTOR is required to provide a Non-Collection Notice with the contractual reason for non-collection.
- (b) **Christmas Trees.** The CONTRACTOR shall collect Christmas Trees from all Residential Service Units at curbside at no additional cost to the Residential Service Unit or the TOWN on normal pickup days when the tree is placed in the Cart or on any Bulk Trash pickup day.
- (c) **Containers.** Containers provided by the CONTRACTOR shall meet accepted industry standards. TOWN will select the color of the Container; however, once the color is selected, all Containers of the same type shall be the same color. Carts shall have a capacity of not greater than ninety-six (96) gallons. The CONTRACTOR is not required to empty any Carts that exceed 150 pounds in weight.
- (d) **Container Repair or Replacement.**
 - (1) **Cart.** Upon notification to CONTRACTOR by the TOWN or a Customer that a Residential Collection Service Unit's Cart has been stolen or damaged, the CONTRACTOR upon verification shall deliver a replacement Cart or make repairs to the Container within two (2) Work Days of said notice. Each Residential Collection Service Unit shall be entitled to two (2) repairs or two (2) replacements of lost, destroyed, or stolen Containers within a rolling 24 month period at no cost to the TOWN or the Residential Collection Service Unit. Additional replacement Containers or repairs shall be provided at the CONTRACTOR'S actual cost and charged to the Residential Collection Service Unit Customer, unless such damage was caused by CONTRACTOR.
 - (2) **Dumpster.** Upon notification to CONTRACTOR by the TOWN or a Customer that a Residential Collection Service Unit's Dumpster has been stolen or damaged, the CONTRACTOR upon verification shall deliver a replacement Dumpster or make repairs to the Dumpster within four (4) Work Days of said notice.

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- (e) **Collection Rates.** As of the effective date of this Agreement, the CONTRACTOR shall provide Collection Service for each type of service according to the Collection Rates shown in the corresponding Exhibits to this Contract, which are incorporated herein; unless specifically and expressly authorized by this Agreement, CONTRACTOR shall not impose any other charges or assessments of any kind whatsoever to the Customer or the TOWN.
- (f) **Service Levels Not Designated** – For Residential Solid Waste service levels not designated in this Agreement, the CONTRACTOR may provide the level and type of service negotiated and mutually agreed upon between the CONTRACTOR and Customer at the rates negotiated and mutually agreed upon between the CONTRACTOR and the Customer. All said service levels, types, and rates shall be approved by the TOWN.
- (g) **Ownership** of Carts –Carts purchased by the CONTRACTOR shall be deemed to be owned by the CONTRACTOR, except that Carts in the possession of a Residential Collection Service Unit or the TOWN at the end of the Agreement shall be deemed to be owned by the TOWN.
- (h) **Yard Waste Collection Service.** The TOWN no longer has a Yard Waste Program. Residents who previously had a yard cart may continue to put their yard waste in the yard cart. However, this will be picked up along with regular solid waste once a week. A replacement cart or additional cart shall be subject to fee (see Exhibit 1). The Town has the option of implementing Yard Waste Collection Service for residential customers utilizing carts by providing the CONTRACTOR with written notice. Within 120 days of receipt of such written notice from the TOWN, the CONTRACTOR shall begin providing once a week residential and Multifamily (with carts service) yard waste collection service. The fee for yard waste collection service paid to CONTRACTOR shall be negotiated by the parties prior to the implementation of the Yard Waste Program.

3.1.1 Residential Collection Service Units – Single Family, Duplex (Cart Service)

- (a) **Frequency.** The CONTRACTOR shall pick up, twice per week, at least three (3) days apart, an undefined amount of Garbage and Trash from each residential unit.
- (b) **Suspension of Service.** Single Family or Duplex Residential Service Units may suspend service in accordance with the requirements of the Town Code of Ordinances.
- (c) **Placement of Carts.** CONTRACTOR shall pick up all Carts placed within three (3) feet of the street. Carts, after being emptied by CONTRACTOR, will be returned by CONTRACTOR as close as reasonably possible to its original location. Carts shall not be placed in front of the garage doors or behind vehicles blocking vehicular movement unless originally placed in those locations by the resident.
- (d) **Number of Carts.** CONTRACTOR will provide one (1) Cart to each Residential Service Unit, unless a smaller size Cart is requested by the Residential Service Unit and agreed upon by CONTRACTOR. In accordance with Chapter 10 of the Town Code, when a duplex is owned by a single person / entity, residents of the Duplexes units may share a common waste and recycling cart provided under a single account,

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provided it is sufficient to accommodate the joint usage without spillover. An additional waste cart requires an additional account.

- (e) ***Size of Carts.*** The TOWN shall determine the size of the Carts for each class of service.
- (f) ***Residential Off-Street Collection Service.*** The CONTRACTOR shall provide off-street Collection for Solid Waste from Residential Collection Service Units if (a) all adult occupants residing therein are incapable of moving the Carts, (b) a written request for off-street service has been made to the CONTRACTOR by the Residential Collection Service Unit, and (c) the request is approved by the Town Manager, in the manner required by the TOWN. No additional monies shall be due to the CONTRACTOR for the provision of off-street service to Customers. The point of Collection for off-street service shall be the back or side-yard or such other location as designated in writing by the CONTRACTOR to the Residential Collection Service Unit. The CONTRACTOR shall provide off-street service on the same scheduled Collection day that Residential Solid Waste Collection Service would otherwise be provided to the Residential Collection Service Unit.

3.1.2 Residential Collection Service Units – Multi Family with Cart Service

- (a) ***Frequency.*** The CONTRACTOR shall pick up twice per week, at least three (3) days apart, an undefined amount of Garbage and Trash from each Residential Collection Service Unit at curbside or a designated location.
- (b) ***Placement of Containers.*** CONTRACTOR shall pick up all Carts placed within three (3) feet of the street. Carts, after being emptied by CONTRACTOR, will be returned by CONTRACTOR as close as reasonable possible to its original location. Carts shall not be placed in front of the garage doors or behind vehicles blocking vehicular movement unless originally placed in those locations by the resident.
- (c) ***Number of Carts.*** CONTRACTOR shall provide one (1) Cart for each Residential Collection Service Unit if requested, to accommodate the Solid Waste Collection needs of the Residential Collection Service Units. CONTRACTOR may reduce total numbers of Carts if collection is easily contained in a lesser number of Carts. The CONTRACTOR shall provide the number of Carts necessary for efficient and sanitary services based on the reasonable request of an authorized representative of the Residential Service Units, in accordance with the following:
 - (i) A “reasonable request” shall be made at least thirty (30) days prior to the desired date of pick-up or delivery of Carts.
 - (ii) A “reasonable request” shall be defined as any request for a number of Carts sufficient for efficient and sanitary services. Regardless of the actual number of Carts sufficient for efficient and sanitary services, the Residential Service Units shall pay the rate for the number of Carts equaling at least fifty percent (50%) of the number of residential dwelling units. If fifty percent (50%) is not a whole number, the minimum number of Carts will be rounded down; for example, eleven (11) residential dwelling units may request no fewer than five (5) Carts.
 - (iii) A reasonable request may be made up to two (2) times per fiscal year for free. Additional requests to have Carts picked up or delivered may be made,

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but shall require payment of a fee. The fee shall be twenty-five dollars (\$25) for the first four (4) Carts to be picked up or delivered; additional Carts may be requested to be picked up or delivered for a fee of fifteen dollars (\$15) each.

- (iv) In the event of disagreement about the reasonable number of Carts, the TOWN shall make the final determination.

3.1.3. Residential Collection Service Units – Multi Family Dumpster Service

- (a) **Number and Size; Frequency of Pickup.** The CONTRACTOR shall provide the sizes and numbers of Dumpsters necessary for efficient and sanitary services based on the reasonable request of an authorized representative of Residential Service Units. Dumpsters shall be picked up as frequently as volume demands, but not less than twice per week, at least three (3) days apart. The Account Holder and the CONTRACTOR shall mutually agree upon the size and frequency of pick-up of Dumpsters. The CONTRACTOR shall notify Account Holder if it is deemed necessary to increase service, and notify the TOWN of their intention to do so. Any dispute between Account Holder and CONTRACTOR shall be resolved by TOWN according to the process established by Town Code and the decision of the TOWN shall be final and binding.
- (b) **Dumpsters.** Dumpsters provided by the CONTRACTOR shall meet accepted industry standards. The CONTRACTOR shall maintain Dumpsters as necessary to maintain efficient and sanitary services.
- (c) **Placement of Dumpsters** - CONTRACTOR shall empty all Dumpsters from the Customer's Dumpster enclosure or where placed by the Customer on collection day. Dumpsters, after being emptied by CONTRACTOR, will be returned by CONTRACTOR as close as reasonably possible to its original location. No Dumpsters shall be placed by Customer or CONTRACTOR in the public right-of-way unless specific written approval has been given by the TOWN. Valet service may be provided by CONTRACTOR as a special service (see Exhibit 1).

3.2 RESIDENTIAL BULK WASTE

3.2.1 Bulk Waste Collection Schedule and Generation Location

The CONTRACTOR shall pick up Bulk Waste from each Residential Collection Service Unit once a month according to the annual schedule adopted by the TOWN.

All Bulk Waste shall be placed curbside for collection according to the TOWN Code and shall be generated from the Residential Collection Service Unit disposing of the Bulk Waste.

- 3.2.2 **Bulk Waste Service.** Bulk Waste Collection Services shall be provided by CONTRACTOR in accordance with the following service levels:

Residential Service Unit	Service Level
Single Family, Duplex	No Maximum

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Residential Service Unit	Service Level
Multi Family with Carts	One (1) cubic yard of Bulk Waste multiplied by the number of Solid Waste Carts from the Residential Service Units. For example, if an 11 unit Multi Family property has five (5) Solid Waste Carts, the CONTRACTOR shall collect up to five (5) cubic yards of Bulk Waste.
Mixed-Use Property	Bulk Waste pickup shall be provided for the residential use only, which shall not exceed two (2) cubic yards monthly. Upon request to Contractor for the service, the service will be provided at the next regularly scheduled pickup.
Multi Family Dumpster Service	No Maximums

3.3 COMMERCIAL SOLID WASTE

- 3.3.1 **Commercial Solid Waste Collection Service** – The CONTRACTOR shall provide Commercial Solid Waste Collection Service as deemed necessary and as determined between the CONTRACTOR and the Customer. However, frequency shall be no less than two (2) times per week with no exception for Holiday(s) as set forth herein, except that Collection service scheduled to fall on a Holiday may be rescheduled as determined between the Customer and the CONTRACTOR as long as the minimum frequency requirement is met. The size of the Container or Dumpster and the frequency of Collection (meeting minimum requirements) shall be determined between the Customer and the CONTRACTOR. However, size and frequency shall be sufficient to provide that no Solid Waste shall be placed outside the Container or Dumpster. Dumpster(s) and Container(s) shall be accessible to the CONTRACTOR’S crew and vehicles. In the event of disagreement about the size of Dumpster or frequency of collection, the TOWN shall make the final determination.
- 3.3.2 **Rates** - The CONTRACTOR shall provide Container(s) and Dumpster(s) at the approved rates as identified in Exhibit 2 and Exhibit 3 Compacted Dumpster Service, which are incorporated herein, and, unless specifically authorized by this Agreement, CONTRACTOR shall not impose any other charges or assessments of any kind whatsoever to the Customer or the TOWN unless specifically and expressly set forth herein. Customers may own their Dumpsters and/or Container(s) provided that the Customer shall be completely responsible for its proper maintenance and such Container(s) shall be of a type that can be serviced by the CONTRACTOR’S equipment.
- 3.3.3 **Service Levels not Designated** – For Commercial Solid Waste Collection service levels not designated, the CONTRACTOR shall provide the level and type of service negotiated and mutually agreed upon between the CONTRACTOR and Customer at the rates negotiated and mutually agreed upon between the CONTRACTOR and the Customer. All said service levels, types, and rates shall be approved by the TOWN.

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- 3.3.4 **Placement of Dumpsters** - CONTRACTOR shall empty all Dumpsters from the Customer's Dumpster enclosure or where placed by the Customer on collection day. Dumpsters, after being emptied by CONTRACTOR, will be returned by CONTRACTOR as close as reasonably possible to its original location. No Dumpsters shall be placed by Customer or CONTRACTOR in the public right-of-way unless specific written approval has been given by the TOWN. Valet service may be provided by CONTRACTOR as a special service (see Exhibit 5).
- 3.3.5 **Dumpster Repair or Replacement.** Upon notification to CONTRACTOR by the TOWN or a Customer that a Dumpster has been stolen or damaged, the CONTRACTOR upon verification shall deliver a replacement Dumpster or make repairs to the Dumpster within four (4) Work Days of said notice.

3.4 RECYCLING

The CONTRACTOR shall offer recycling services to all Commercial Recycling Collection Service Units; the fees for those services shall be agreed upon by the Commercial Recycling Collection Service Unit and the CONTRACTOR.

The CONTRACTOR shall provide Recycling Services to all Residential Service Units as described below.

- 3.4.1 CONTRACTOR shall provide Recycling Services to all Residential Collection Units one (1) day per week, on a regular scheduled Solid Waste pick up day. The services to be performed by the CONTRACTOR shall consist of Collection of all designated Recyclable Materials and transportation to the Designated Recycling Facility.
- 3.4.2 Should unanticipated events, circumstances, or changes in law arise that necessitate any additions or deletions to work described in this Section, including the type of items included as Recyclable Materials, the parties shall negotiate any necessary cost changes and shall enter into an Agreement amendment covering such modifications and any compensation to CONTRACTOR before undertaking any changes or revisions to such work.
- 3.4.3 **Purchase and Distribution:** CONTRACTOR shall provide one (1) Recycling Cart to each Residential Collection Service Unit – Single Family and Duplex and one (1) Recycling Cart for every Garbage Container required in Section 3.1.2 for Residential Collection Service Units – Multi Family with Containers. TOWN will select the color of the Container; however, once the color is selected, all Containers shall be the same color. The TOWN may select one alternative sized CART that the Residential Collection Service Unit may request from CONTRACTOR and CONTRACTOR shall promptly provide said carts to the Customers as directed by the Town at no charge to either the Customer or the Town. All Recycling Carts shall be capable of being emptied by mechanical equipment.
- a. The CONTRACTOR shall maintain sufficient Recycling Carts to ensure that extra or replacement Recycling Carts can be provided to Customers or properties in accordance with the terms and conditions of the Agreement. The CONTRACTOR'S employees shall take care to prevent damage to Recycling Carts by unnecessary rough treatment.

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- b. The CONTRACTOR shall purchase and distribute new Recycling Carts as requested by TOWN to existing Residential Collection Service Units for the term of this Agreement.
 - c. The CONTRACTOR shall purchase and distribute Recycling Carts to new Residential Collection Service Units that are added to the Service Area during the term of the Agreement.
- 3.4.4 **Repair or Replacement** – Upon notification to CONTRACTOR by the TOWN or a Customer that a Residential Service Unit's Recycling Container has been stolen or damaged, the CONTRACTOR upon verification shall deliver a replacement Container to such Residential Service Unit or make repairs to the Container within two (2) Work Days of said notice. Each Residential Service Unit shall be entitled to two repairs or replacements of lost, destroyed, or stolen Containers within a two year period at no cost to the TOWN or the Residential Collection Service Unit. Additional replacement Containers or repairs shall be provided at the CONTRACTOR'S actual cost.
- 3.4.5 **Ownership** – Ownership of Recycling Carts purchased by the CONTRACTOR shall rest with the CONTRACTOR, except that ownership of Recycling Carts in the possession of a Residential Collection Service Unit or TOWN at the end of the Agreement shall rest with the TOWN.
- 3.4.6 **Recyclable Materials to be Collected** – The CONTRACTOR shall collect all Recyclable Materials that are accepted by the Designated Recycling Facility and that are placed in a Recycling Container.
- 3.4.7 **Contaminated Recyclable Materials** – The CONTRACTOR shall not collect Recyclable Materials that are significantly contaminated with non-Recyclable Materials.
- The CONTRACTOR shall leave a Non-Collection Notice explaining why the material in the Recycling Cart was not collected and shall advise the Town that day of the non-collection. The CONTRACTOR shall not collect the Recyclable Materials until the Residential Service Unit segregates the Recyclable Materials from the contaminating material.
- The TOWN shall approve the design of said notice, and the cost of printing said notice shall be borne by the CONTRACTOR.
- The CONTRACTOR shall maintain a record of the address of any Residential Service Unit where Recyclable Materials were not collected, the date of non-collection, and the reason they were not collected, to be provided to the TOWN upon request.
- 3.4.8 **Recycling Containers for Residential Units Utilizing Dumpsters** – The CONTRACTOR shall provide the same level of Residential Recycling Service to Residential Units using Dumpsters as provided to the Residential Units – Multi Family as identified in Section 3.4. If the recycling volume is sufficient, upon request of an Account Holder, CONTRACTOR shall provide a recycling Dumpster instead of or in addition to Recycling Carts.
- 3.4.9 **Residential Off-Street Collection Service.** The CONTRACTOR shall provide off-street Collection for Recyclables from Residential Service Units if (a) all adult occupants residing therein are incapable of moving their carts, (b) a written request for off-street service has been made to the CONTRACTOR by the Residential Service Unit, and (c) the request is

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approved by the Town Manager, in the manner required by the TOWN. No additional monies shall be due to the CONTRACTOR for the provision of off-street service to Customers. The point of Collection for off-street service shall be the back or side-yard or such other location as designated in writing by the CONTRACTOR to the Residential Service Unit. The CONTRACTOR shall provide off-street service on the same scheduled Collection day that Residential Solid Waste Collection Service would otherwise be provided to the Residential Service Unit.

3.5 DESIGNATED DISPOSAL FACILITY AND COMMINGLING OF WASTE

All Solid Waste, Bulk Waste, Residential Recyclable Materials, and Recyclable Materials collected pursuant to this Agreement shall be delivered to facilities designated by the TOWN ("Designated Disposal Facilities"), with the exception of waste which is shown by affidavit to be destined for transportation to any destination outside of the State of Florida. A violation of this Section is a material breach of contract.

3.5.1 Disposal Facility Outside of Florida

Should CONTRACTOR direct waste to a location outside the State of Florida, it shall indemnify and hold harmless the TOWN for any action resulting from such disposal. CONTRACTOR specifically acknowledges that the prices in this Agreement include this indemnification and hold harmless obligation as a part of its cost for out of state delivery, and such cost is not to be interpreted as a penalty for, or barrier to, delivery of the waste by CONTRACTOR out of state.

3.5.2 Ownership and Commingling of Waste.

- (a) The TOWN shall retain ownership of all Solid Waste, Bulk Waste, Residential Recyclable Materials, and Recyclable Materials until delivery to the Designated Disposal Facility.
- (b) In the event that CONTRACTOR commingles any materials collected under the terms and conditions of this Agreement with materials from other jurisdictions, CONTRACTOR shall indemnify and hold TOWN harmless from any and all losses, claims, or liability associated with the quantities of Solid Waste or other materials that were commingled.
- (c) CONTRACTOR shall inform TOWN and Town's Designated Disposal Facilities prior to commingling any materials and receive their approval. The Town Manager's approval shall not be unreasonably withheld.

CONTRACTOR shall submit for the Town Manager's approval the formula for converting the tons of disposed commingled waste to cubic yards and then the calculation of the tons/yardage of Town waste from the total disposed. The formula may be revised from time to time at the request of either party. The Town Manager shall make the determination whether a revised formula may be approved.

3.5.3 Change in Designated Disposal Facility

In the event the TOWN changes the Designated Disposal Facility, TOWN shall give CONTRACTOR at least sixty (60) days-notice of the date the change is to go into effect.

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- (a) In such case, TOWN and the CONTRACTOR agree to enter into good faith negotiations regarding modifications to this Agreement that may be required in order to implement changes in the interest of the public welfare or due to change in law.
- (b) When such modifications to this Agreement are necessary, the TOWN and the CONTRACTOR shall negotiate in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of the CONTRACTOR due to any modification in the Agreement under this Section.
- (c) The TOWN and the CONTRACTOR shall not unreasonably withhold agreement to such compensation adjustment. In the event the parties cannot reach agreement within 30 days of the notice, then either party has the right to terminate this Agreement on 180 days written notice. During any such 180 day period, CONTRACTOR shall cooperate with TOWN in assuring a smooth transition to the new disposal facility or arrangement.

3.6 SPECIAL WASTE COLLECTION SERVICES

CONTRACTOR shall not be required to collect and/or dispose of Special Waste, Hazardous Waste, Biohazardous or Biomedical Waste, or Sludge, but may offer such service in the Service Area. All collection and disposal for those types of waste are not regulated or exclusive under this Agreement, but if provided by the CONTRACTOR, shall be in strict compliance with all federal, state, and local laws and regulations.

3.7 TOWN'S RIGHT TO DESIGNATE CONTAINER SIZE AND FREQUENCY OF PICK UP

The TOWN reserves the right to determine the frequency of pick up and the number and size of Containers needed at all Residential Service Units and Commercial Service Units within the TOWN'S corporate limits. The TOWN agrees not to designate more than three (3) sizes of Carts, which at this time are 95, 65 and 35 gallon Carts. TOWN shall give at least thirty (30) days-notice to CONTRACTOR of a change in Cart size; however, CONTRACTOR may continue to deploy existing Carts that are in their inventory. All new Carts thereafter shall be ordered in the size specified by TOWN.

If the TOWN determines that a change in frequency of service or Container size or number is necessary, the CONTRACTOR shall adjust the service accordingly. The Account Holder shall be responsible to pay for the adjusted service levels, whether increased or decreased.

3.8 MIXED USE PROPERTIES

3.8.1 **Defined** - The following terms are defined for purposes of this subsection 3.8 only:

- (a) *Mixed-use property* is defined as a property, which may contain more than one parcel or premises, containing both residential and non-residential uses. For the purposes of Solid Waste collection under this section, the non-residential uses shall not involve food sales or service.
- (b) *Small mixed-use property* is defined as a mixed-use property with a total area of 6,000 square feet or less.

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(c) *Large mixed-use property* is defined as a mixed-use property with a total area of greater than 6,000 square feet.

3.8.2 **Solid Waste and Bulk Waste Service** - As an alternative to the use of Dumpsters, property owners and tenants of mixed use properties may arrange for Solid Waste and Bulk Waste Collection as follows:

(a) *Small mixed-use property option.* The property owner or the single tenant of a small mixed-use property may arrange for a residential Cart that will also serve the non-residential use(s). Such owner or tenant shall be charged the residential Cart rate in Exhibit 1 in those cases where the Garbage from the entire property can be accommodated in one residential Cart, without spillover. In the event additional Carts are required, they shall be provided at the commercial Cart rate applicable to similar volumes of Garbage. Bulk Waste pickup shall be provided for the residential use only, which shall not exceed two (2) cubic yards monthly. Upon request to Contractor for the service, the service will be provided at the next regularly scheduled pickup

(b) *Large mixed-use property option.*

i. *Property owners.* The property owner of a mixed-use property in excess of a total area of 6,000 square feet may arrange for a single or multiple commercial containers that will also serve the residential use of the property, if the Container(s) is (are) of sufficient size to accommodate the joint usage without spillover. Such owner shall be charged the commercial Container rate. Bulk Waste pickup shall be provided for the residential use only, which shall not exceed two (2) cubic yards monthly. Upon request to Contractor for the service, the service will be provided at the next regularly scheduled pickup.

ii. *Tenants.* The tenant of a mixed-use property in excess of a total area of 6,000 square feet, who leases both non-residential space and a residential dwelling on the property, may arrange for a single or multiple commercial containers to serve both his or her residential and non-residential Garbage disposal needs, if the Container is of sufficient size to accommodate the joint usage without spillover. Such Tenants shall be charged the commercial Container rate. Bulk Waste pickup shall be provided for the residential use only, which shall not exceed two (2) cubic yards monthly. Upon request to Contractor for the service, the service will be provided at the next regularly scheduled pickup

3.8.3 **Other Requirements.** Mixed Use Properties opting to use Containers shall be governed by the in the same manner as similar customers for the disposal of Christmas trees, Container repair or replacement, and placement of Carts.

SECTION 4: EDUCATION SERVICES

The CONTRACTOR shall provide the following public education services about the TOWN'S Solid Waste, Bulk Waste, and Recycling Services. The CONTRACTOR shall be responsible for all expenses associated with the notices and educational services required herein. All notices, educational materials, and educational services shall be approved by the Town Manager prior to being printed and used by the CONTRACTOR.

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4.1 ANNUAL NOTICE TO CUSTOMERS

The CONTRACTOR shall design, print, and distribute an annual notice to all Residential and Commercial Customers within the Service Area. At a minimum, the notice shall identify the scheduled Collection days, summarize the applicable set-out requirements, provide an overview of current issues affecting the service, provide information on how to register complaints, and how to contact Customer Service.

4.2 NOTICES TO NEW CUSTOMERS

The CONTRACTOR shall design, print, and distribute a notice to new Residential and Commercial Customers within the Service Area. At a minimum, the notice shall identify the scheduled Collection days, summarize the applicable set-out requirements, provide an overview of current issues affecting the service, provide information on how to register complaints, and how to contact Customer Service. The notice shall be sent out not later than thirty (30) days after service begins.

4.3 NON-COLLECTION NOTICE

The CONTRACTOR shall not be required to collect any Solid Waste, Bulk Waste, or Recyclable Materials, within reason, which does not meet the requirements in this Agreement. The CONTRACTOR shall collect that portion of Solid Waste, Bulk Waste, or Recyclable Materials that meets the set-out requirement, and shall affix to the improper Garbage Can, Container, Bag, or other material a Non-Collection Notice explaining why Collection was not made. The TOWN shall approve the design of said notice and the cost of printing said notice shall be borne by the CONTRACTOR. The CONTRACTOR shall maintain a record of the address of any Customer where Solid Waste, Bulk Waste, or Recyclable Materials were not collected, the date of non-collection, and the reason they were not collected, to be provided to the TOWN upon request.

SECTION 5: HOURS OF COLLECTION, SCHEDULES, AND ROUTES

5.1 RESIDENTIAL SERVICES

Residential Services shall be made with a minimum of noise and disturbance commencing no earlier than 7:00 a.m., local time, and terminating no later than 6:00 p.m., local time, Monday through Saturday, with no service on Sunday.

5.2 COMMERCIAL SERVICES

Commercial Services shall be made with a minimum of noise and disturbance and shall be provided between the hours of 6:00 a.m., local time, and 6:00 p.m., local time, Monday through Sunday.

5.3 EXTENDED COLLECTION HOURS/DAYS

The hours and/or days of Collection may be extended due to extraordinary circumstances or conditions with the prior written consent of the TOWN.

5.4 QUIET ENJOYMENT

The receipt by the TOWN of a complaint pattern referencing noise or disturbances that occurred during the operating hours set forth in this Section shall be prima facie evidence of "disturbances" and the CONTRACTOR shall adjust the Commercial Service hours at such identified locations as the TOWN shall direct the CONTRACTOR in writing. The adjustment of such hours shall not result in a rate change for the CONTRACTOR.

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5.5 SCHEDULES AND ROUTES

The CONTRACTOR shall submit proposed changes to routes and schedules to be approved by the Town Manager no later than ninety (90) calendar days prior to the proposed effective date of the change.

In the event of a temporary change in residential routes or schedules that will alter the day of Collection, the CONTRACTOR shall have said changes approved by the Town Manager at the earliest practical date. The CONTRACTOR shall bear all expenses for public education in the event of a change in residential routes (i.e. preparation of news releases, postage, copies, etc.).

The TOWN reserves the right to deny the CONTRACTOR'S vehicles access to certain streets, bridges, and public ways, inside the TOWN or outside the TOWN in route to Designated Disposal Facilities where it is in the best interest of the general public to do so due to conditions of streets and bridges. The CONTRACTOR shall use best efforts to not interrupt the regular schedule and quality of service because of such street closures.

5.6 HOLIDAY PICK-UP SCHEDULE

Christmas is designated as a Holiday. The CONTRACTOR is not required to provide Solid Waste Cart, Bulk Waste, or recycling collection or maintain office hours on a Holiday. The TOWN reserves the right to add or delete designated holidays for the duration of this Agreement.

- 5.5.1 If Solid Waste Cart collection falls on a Holiday, then Solid Waste carts shall be collected on the Customer's next regularly scheduled pick-up day after the Holiday.
- 5.5.2 If recycling Cart collection falls on a Holiday, then recycling carts shall be collected on the Customer's Solid Waste collect date within that week. For example, if the Customer's Solid Waste Cart is collected on Monday and Thursday and the Holiday is on Monday, then the recycling Cart shall be collected Thursday of that Holiday week.
- 5.5.3 If Bulk Waste collection falls on a Holiday, the CONTRACTOR shall schedule Bulk Waste collection one week after the Holiday.
- 5.5.4 Dumpster collection shall not be affected by Holidays; however, nothing herein prevents the CONTRACTOR for making alternative arrangements for Holiday collection of dumpsters.

SECTION 6: CHARGES AND RATES

6.1 COLLECTION SERVICES

The CONTRACTOR shall be responsible for the establishment of all collection service accounts, billing and collection of payments for all accounts in accordance with the Collection Rates as they may subsequently be adjusted pursuant to this Agreement. Town shall bear no responsibility for unpaid accounts and CONTRACTOR may not terminate, suspend, or interrupt service based upon non-payment.

In the event of non-payment by a Customer, CONTRACTOR may pursue all legally available means for collection. In the event of non-payment by a Customer, CONTRACTOR, as its sole and exclusive remedy from the TOWN, shall (in writing) provide the name, address and amount of nonpayment to the TOWN and TOWN shall use its code enforcement prosecution process to attempt to collect the amount of the non-payment. Any amounts so collected by the Town,

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representing the amount of the nonpayment, shall be provided to the CONTRACTOR upon receipt by the TOWN. The TOWN shall not be responsible or liable in any way whatsoever, for any unpaid bills or for its inability to collect unpaid accounts and the TOWN shall not be required to foreclose on any code enforcement liens for unpaid service, though it may, at its sole option, undertake such action. CONTRACTOR shall be responsible for all costs incurred in the collection of Solid Waste and other materials as required herein, including but not limited to, cost of equipment, employees and related costs, disposal fees, fuel and maintenance, administration, and all other costs incurred in the provision of the required services. The TOWN shall bear no responsibility for any costs unless specifically and expressly provided for herein. The Account Holder's only obligation shall be to pay the charges set forth in the appropriate Exhibits setting forth charges or as otherwise specifically and expressly set forth herein.

6.2 SPECIAL COLLECTION SERVICES

The CONTRACTOR shall be responsible for the billing and collection of payments for Special Collection Services. Rates for Special Collection Services are set in Exhibit 5 for the term of the Agreement and are not subject to annual rate increases.

Special Collection Services for current and future TOWN facilities shall be provided at the request of the TOWN and at the expense of the CONTRACTOR.

6.3 CHANGE IN BILLING PRACTICES; DISPOSAL FEES

6.3.1 The TOWN reserves the right at any time to change billing and collections responsibilities for Residential and Commercial accounts. To the extent that TOWN elects to assume billing and collections responsibilities for Residential and or Commercial accounts, the CONTRACTOR will compensate TOWN for providing such service in the form of a monthly administrative fee equal to ten percent (10%) of the Collection element of the Rates shown in the then current Collection Rates.

6.3.2 The TOWN reserves the right at any time to elect to pay Disposal Charges directly for Solid Waste disposed through Cart Service, Dumpster Service, or both. Upon written notice to the Contractor of the Town's intent to pay for Disposal Charges for a particular class of Customer and on the date set forth in the notice, the CONTRACTOR shall be responsible for reimbursement to the Town as set forth below.

6.3.2.1 Cart Service. CONTRACTOR shall submit to TOWN all revenues collected from the Disposal Fee component of the Collection Rates within thirty days of collection.

6.3.2.2 Dumpster Service. Since there is no Disposal Fee component in the Dumpster Collection Rate, the amount submitted to TOWN shall be calculated based on the percentage of the Disposal Charge to the total Collection Rate for the previous twelve months.

6.4 APPROVED COLLECTION RATES

The rates shown in the Collection Rate Exhibits shall apply to all Residential Service Units and Commercial Service Units within the corporate limits of the TOWN.

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6.5 FRANCHISE FEES AND ADMINISTRATIVE FEE

6.5.1 In consideration of the privilege granted to the CONTRACTOR to use and occupy the streets, alleys, bridges, easements, and other public places of the TOWN, pursuant to this Agreement and the right to charge the fees set forth herein, the CONTRACTOR shall pay to the TOWN a Franchise Fee for all services CONTRACTOR provides under this Agreement within the TOWN'S municipal corporate limits. Franchise Fees for Residential Collection Services shall be established equal to three point seventy six percent (3.76%) of gross revenues. Franchise Fees for Commercial Collection Services shall be established at ten percent (10%) of gross revenues. CONTRACTOR shall submit payment to the TOWN monthly for the duration of this Agreement, as amended from time to time. Franchise fees are included in the Collection Rates set forth in the Exhibits but CONTRACTOR may show the Franchise Fee separately on the Customer's bill.

6.5.1.1 CONTRACTOR shall submit to the TOWN on a monthly basis, the payment of the Franchise Fee and a financial statement setting forth the computation of Gross Revenues used to calculate the Franchise Fee for the preceding month and a detailed explanation of the method of computation that is acceptable to the TOWN Finance Director. The CONTRACTOR'S chief Financial Officer or designee shall certify the statement financial. The CONTRACTOR will bear the cost of the preparation of such financial statements.

6.5.1.2 Subject to applicable law, the acceptance by the TOWN of any Franchise Fee payment shall not be construed, as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim the TOWN may have for additional sums payable. The Franchise Fee payment is not a payment in lieu of any other tax, fee, or assessment.

6.5.2 In addition to the Franchise Fee provided for in Section 6.5.1, an Administrative Fee equal to three point seventy six percent (3.76%) of the gross revenue, excluding Franchise Fees, from single family/duplex residential collection services shall be paid TOWN at the time of collection. Example: A single family accounts pay \$15 per month plus \$0.56 in Franchise Fees for a total of \$15.56. The Administrative Fee is calculated on the \$15 and not the on the total of \$15.56. The financial statement required in 6.5.1.1 shall include the documentation necessary to verify the Administrative Fee payment.

6.6 ADDITIONAL SERVICES

6.6.1 As determined by the Town Commission, the TOWN may provide additional Solid Waste services such as, but not limited to, recycling incentive programs and related education services. At the TOWN's option, it may increase the monthly Collection Rate for various classes of Customers to fund these additional services. For as long as CONTRACTOR does the Solid Waste billing, upon receipt, CONTRACTOR shall pay to the TOWN at the end of each month, the increased amount collected for these additional services.

6.6.2 Upon request by TOWN, CONTRACTOR shall provide once per month electronic waste collection from residents at no additional cost to TOWN or residents.

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6.7 RECYCLING REVENUES

The TOWN shall retain all sums received from the sale of Recyclable Materials as a result of the CONTRACTOR'S provision of Recycling services for all Residential Service Units, Community Events, and TOWN facilities. CONTRACTOR shall take all steps necessary to ensure that payments from the Designated Recycling Facility resulting from the sale of Recyclable Materials are paid directly to the TOWN and not the CONTRACTOR. The CONTRACTOR shall maintain proper and accurate records to reflect the weight, by sort category, of the Recyclable Materials recovered each month, including copies of receipts from the Designated Recycling Facility.

6.8 CHANGES TO EXHIBITS TO REFLECT CHANGES IN RATES

The Collection Rates provided herein are subject to change as set forth below. The Exhibits to this Agreement stating the rates to be charged hereunder shall be amended to reflect changes in the Disposal Charge and in the Consumer Price Index, as provided in this Section. The amended Exhibits shall be filed with the City Clerk, with a copy provided the Contractor, and shall be deemed effective as if fully set forth in this Agreement until subsequently amended as provided hereunder without the necessity of a formal amendment to this Agreement.

6.8.1 DISPOSAL FEE ADJUSTMENT

Upon the written request of either the CONTRACTOR or TOWN, and after documentation has been submitted acceptable to the Town Manager demonstrating the basis for a Disposal Fee adjustment, the Disposal Fee component of the Monthly Collection Rate (as set forth in the Exhibits to this Agreement) shall be adjusted, on the first of the month closest to the effective date of such change in Disposal Rate(s) or 60-days of after the request, whichever is later. The change shall reflect the percentage change (either an increase or decrease) in the Disposal Rate. If a proposed change in the Disposal component is approved by the Town Manager, then such change shall be reflected on an amended exhibit as set forth in this subsection.

6.8.2 CPI INCREASE.

Upon the written request of either the CONTRACTOR or TOWN, and once documentation demonstrating the basis for a CPI adjustment has been submitted acceptable to the Town Manager, the Collection component of the monthly collection rate shall be adjusted, effective October 1 of each year, or 60-days after the request, whichever is later, to account for the change in the annual Consumer Price Index, from the previous period from June 1 to May 31 prior to the October 1 adjustment date, based on the All Urban Consumers, Miami/Fort Lauderdale Region. No CPI adjustment shall be greater than five percent (5%). When the proposed change in the Collection component is approved by the Town Manager, the appropriate Exhibit to this Agreement shall be amended as provided for in this subsection.

SECTION 7: SERVICES TO TOWN

7.1 TOWN FACILITIES AND PROPERTY

The CONTRACTOR shall provide Solid Waste Collection, Bulk Waste Collection, Roll-Off Collection and Recycling Collection and disposal to all current and future TOWN owned and/or operated facilities and property, or project sites without charge to the TOWN. Containers,

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Dumpsters, and Roll-Offs shall be furnished and maintained by the CONTRACTOR at no charge to the TOWN. The size of the Containers, Dumpsters, and Roll-Offs and the frequency of pick-up service for said facilities shall be at such intervals as determined by the TOWN.

7.2 TOWN SPONSORED SPECIAL EVENTS

The CONTRACTOR shall provide Solid Waste and Recycling Containers, portable toilets and/or Roll-offs, as well as Collection of receptacles, for up to a maximum of twelve (12) Town Sponsored Special Events per year for the term of the Agreement at no cost to the TOWN or Special Event co-sponsors. The CONTRACTOR shall remove said receptacles on an on-call basis. The TOWN shall determine the size and number of said receptacles to be provided by the CONTRACTOR. The CONTRACTOR shall be responsible for the expenses of Containers, portable toilets and/or Roll-offs rental and maintenance, Collection, Disposal Charges, and all other related expenses incurred for the Town Sponsored Special Events.

7.3 TOWN DEDICATED TRUCK

The CONTRACTOR shall maintain a dedicated truck for Town solid waste collection and residential recycling collection. In the event the truck dedicated for Town solid waste collection and residential recycling collection breaks down, the CONTRACTOR shall immediately provide another collection truck from its fleet to be dedicated for Town solid waste collection and residential recycling collection.

SECTION 8: EMERGENCY SERVICE PROVISIONS

8.1 SUSPENSION OF COLLECTION SERVICES

In an emergency event such as a hurricane, tornado, major storm, natural or manmade disaster, or other such event, the TOWN may grant the CONTRACTOR a variance from regular routes and schedules. As soon as practicable after such event, the CONTRACTOR shall advise the TOWN when it is anticipated that normal routes and schedules can be resumed.

8.2 EMERGENCY EVENTS CLEAN-UP

The clean-up from emergency events is not exclusive to this Agreement. The TOWN reserves the right to select the CONTRACTOR and/or another agency and/or company to perform the clean-up from emergency event(s). The CONTRACTOR shall, by request of the TOWN, work jointly with other agencies and/or companies during emergency events. The clean-up from some events may require that the CONTRACTOR hire additional equipment, employ additional personnel, or work existing personnel on overtime hours to clean debris resulting from the event. The CONTRACTOR shall receive additional compensation, above the normal compensation contained in this Agreement, to cover the costs of rental equipment, additional personnel, overtime hours, and other documented expenses.

8.3 EMERGENCY PREPAREDNESS PLAN AND SERVICE RATES

In the event that the CONTRACTOR wants to propose changes in CONTRACTORS' Emergency Preparedness Plan (**Exhibit 6**), CONTRACTOR shall submit such changes to the TOWN by April 15th of any year, and after documentation has been submitted acceptable to the Town Manager demonstrating the basis for the changes, the changes shall normally be effective the following October 1st unless an earlier date is approved by the Town Manager. The rates and fee schedule in

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the Plan must be reasonable and within market rates. In no event shall the rates change by more than the CPI adjustment provided for in Section 6.8.

The CONTRACTOR shall perform debris removal services when requested by the TOWN. The CONTRACTOR shall begin to assist the TOWN to clear roads and remove storm debris with heavy equipment within twenty-four (24) hours after the event passes if provided written authorization and direction from the Town Manager or designee. The CONTRACTOR shall begin a significant effort to remove vegetative and construction and demolition materials debris within seventy-two (72) hours after the event passes, provided the CONTRACTOR has received written authorization and approval from the Town Manager or designee. The equipment and manpower resources and other particulars will be identified in the Emergency Preparedness Plan. CONTRACTOR shall be responsible for the preparation of all documents and forms and support information required by Federal Emergency Management Agency (FEMA). The CONTRACTOR within the time limits established by FEMA for such filings shall submit such documents, forms and information to the TOWN. CONTRACTOR shall refund to TOWN any payment to CONTRACTOR that is otherwise qualified for reimbursement but is rejected by FEMA due to the CONTRACTOR provided documentation.

8.4 CHANGES TO EXHIBITS TO REFLECT CHANGES IN RATES

The Emergency Service Rates provided herein are subject to change as set forth above. The Exhibit to this Agreement stating the rates shall be amended to reflect changes as provided in this Section. The amended Exhibit shall be filed with the City Clerk, with a copy provided the Contractor, and shall be deemed effective as if fully set forth in this Agreement until subsequently amended as provided hereunder without the necessity of a formal amendment to this Agreement.

SECTION 9: CONTRACTOR'S RELATION TO TOWN

9.1 CONTRACTOR REPRESENTATIVE; FIELD SUPERVISORS; AVAILABILITY

The CONTRACTOR shall cooperate with the TOWN in every reasonable way in order to facilitate the progress of the work contemplated under this Agreement. As such, the CONTRACTOR shall have a competent and reliable representative on duty that is authorized to receive orders and to act on CONTRACTOR'S behalf. The CONTRACTOR agrees that the TOWN shall have twenty-four (24) hour access to said representative. Answering machines, pagers, or other devices that do not provide for immediate contact with the CONTRACTOR'S said representative(s) shall not meet the requirements of this Section. Additionally, CONTRACTOR agrees to designate one Field Supervisor, who shall oversee the Collection Service provided under this Agreement, including driving through the Town routes and addressing and correcting any issues that may arise. One Field Supervisor will be dedicated to oversee residential and commercial container services related to residential, multifamily complexes and businesses. The Field Supervisor shall have immediate access to an automobile or truck between 6:00 a.m. and 7:00 p.m., every day. At all times during the term of this Agreement, the Town designated personnel shall have immediate access to the Field Supervisor by telephone and electronic mail.

9.2 INDEPENDENT CONTRACTOR

It is expressly agreed and understood that CONTRACTOR is in all respects an independent CONTRACTOR as to the work. Even though in certain respects, CONTRACTOR may be required

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to follow the direction of the Town Manager or the TOWN'S designated representative, the CONTRACTOR is in no respect an agent, servant, or employee of the TOWN.

9.3 SUPERVISION OF AGREEMENT PERFORMANCE

The Town Manager, or the TOWN'S designated representative, is hereby designated as the public official responsible for the administration of this Agreement by the TOWN, and, in such capacity, they are charged with the overall, general supervision of CONTRACTOR'S performance hereunder. CONTRACTOR shall diligently work with the Town Manager or the TOWN'S designated representative, to formulate and to adopt guidelines and procedures to facilitate the supervision and review of its performance.

9.4 WEIGHT TICKETS

The CONTRACTOR shall retain the weight ticket from the Designated Disposal Facility for the Collection of Solid Waste, Bulk Waste, or other materials from Residential Service Units or Commercial Service Units delivered from the TOWN and the weight tickets from the Designated Recycling Facility for the Recyclable Materials delivered from the TOWN for review by the TOWN upon reasonable notice according to the requirements of Sec. 9.6. Said data shall be reviewed at CONTRACTOR'S offices. If the CONTRACTOR fails to provide the above data or additional data requested by the TOWN, the TOWN reserves the right to impose a penalty or withhold payment for services as provided in the Agreement or to terminate this Agreement.

9.5 REPORTS

- 9.5.1 **Monthly Complaints and Missed Collection.** CONTRACTOR shall maintain an accurate and up-to-date log of date, time, and address of all complaints received and missed Collections, the disposition thereof, actions taken to resolve the complaints or missed Collections, and the date and time the complaints or missed Collections were resolved. The CONTRACTOR shall provide the complaint log to the TOWN in the form of a monthly report in Microsoft Excel or an alternative computer program selected by the TOWN, no later than the fifteenth (15th) day of each month, or upon request by the TOWN.
- 9.5.2 The TOWN reserves the right to correct a complaint if the complaint is not corrected within twenty-four (24) hours of notification to the CONTRACTOR. The TOWN reserves the right to impose a penalty in these cases. If the CONTRACTOR fails to provide the above data, or additional data requested by the TOWN, the TOWN reserves the right to withhold payment for services or impose the penalty provided in Sections 11.
- 9.5.3 The CONTRACTOR shall provide TOWN a semi-annual fiscal year reports (submitted by April 30) and an annual report (submitted by October 31st) that includes, but not limited to, tonnage collected per week by Customer type for the different types of services provided and the number of accounts by type.
- 9.5.4 TOWN may require other reports that may be reasonably necessary for the management of the TOWN Solid Waste system.

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9.6 RECORDS, AUDIT AND INSPECTION OF WORK RIGHTS

The CONTRACTOR shall keep books and records utilizing a computerized record-keeping program and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to services provided and fees charged pursuant to this Agreement. Such records shall include complete and legible daily attendance and enrollment records.

Upon providing reasonable notice, such books and records will be available at all reasonable times for examination and audit by the TOWN and its representatives, and shall be kept for a period of six (6) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records may be grounds for disallowance by the TOWN of any fees or expenses based upon such entries.

9.7 FACILITY INSPECTION RIGHTS

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

9.8 LIABILITY FOR DELAYS OR NON-PERFORMANCE DUE TO UNUSUAL CIRCUMSTANCES

It is expressly agreed that in no event shall the TOWN be liable or responsible to the CONTRACTOR, or to any other person, on account of any stoppage or delay in the work herein provided for, by injunction or other legal or equitable proceedings brought against the TOWN or the CONTRACTOR, or on account of any delay from any cause over which the TOWN has no control. The CONTRACTOR shall not be responsible for delays or non-performance of the terms and provisions of this Agreement where such delays or non-performance are caused by events or circumstances beyond the control of the CONTRACTOR. The CONTRACTOR shall not be entitled to compensation for such period of time as the delay or non-performance shall continue, but will be entitled to pro-rata compensation once said work has been completed. In the event of a strike of the employees of CONTRACTOR, or any other similar labor dispute which makes performance of this Agreement by the CONTRACTOR substantially impossible, CONTRACTOR agrees that the TOWN shall have the right to call the bond hereinafter described within one (1) week of such action and engage another person, firm, town attorney or corporation to provide necessary services with the bond proceeds applied to pay any difference between the Agreement price in effect and the costs charged by the successor company. In the event the bond is called, the TOWN will first call and use the cash/surety bond posted by the CONTRACTOR.

9.9 BREACH OF AGREEMENT

If, in the opinion of the Town Manager, or the designated TOWN representative, there has been a material breach of Agreement, the Town Manager, or designated TOWN representative, shall notify the CONTRACTOR, in writing, specifying the basis and reason in which there has been a breach of Agreement. If, within a period of ten (10) calendar days from the date of CONTRACTOR'S receipt of the notice, the CONTRACTOR has not eliminated or otherwise cured the conditions considered to be a breach of Agreement, the Town Manager shall so notify

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the Town Commission in writing, and a public hearing shall be set for a date within fifteen (15) calendar days of such notice to the Town Commission. On the date of the hearing, the Town Commission shall hear from the CONTRACTOR and the Town Commission shall make a final determination as to whether or not there has been a breach of Agreement and direct what further action shall be taken by the TOWN, as hereinafter provided. Pending resolution of the alleged breach, the provisions of Section 20 shall govern the CONTRACTOR.

9.10 TERMINATION

If the CONTRACTOR fails to begin work at the time specified, or discontinues the prosecution of the work, or any portion thereof, for any cause not excused as provided herein, and the Town Commission makes a final determination that a breach has occurred, and if the CONTRACTOR fails to cure such default within five (5) Business Days after the receipt of such notice from the Town Commission, the TOWN may thereupon, by action of the Town Commission, declare the Agreement terminated and in default. Upon such declaration of cancellation or breach, the TOWN may take over the work or any portion thereof or engage another firm to take over the work or any portion thereof. The CONTRACTOR shall pay the TOWN for any payments due for services rendered by the CONTRACTOR prior to termination of the Agreement. Such cancellation of the Agreement shall not relieve the CONTRACTOR or the cash/surety of liability for failure to faithfully perform this Agreement, and, in case the expense incurred by the TOWN in performing or causing to be performed the work and services provided for in said Agreement shall exceed the sum which would have been payable under this Agreement, then the CONTRACTOR, and the cash/surety, to the extent of its obligation, shall be liable to the TOWN in the amount of any such expenses in excess of the Agreement price. The TOWN may apply the cash bond in its possession toward any and all damages incurred as a direct or indirect result of failure by the CONTRACTOR to properly perform its obligations under this Agreement and it may look to the cash/surety, the CONTRACTOR and any guarantor for additional damages. The CONTRACTOR'S cash/surety or security will not be released until such time as the term of this Agreement otherwise expires.

9.11 DELINQUENT PAYMENTS

The TOWN is entitled to a late fee for any payment due the TOWN that is delinquent more than 10-calendar days. The late fee shall be charged at the rate of .0005 per day for each calendar day the payment is delayed up to the day the payment is postmarked (example: \$10,000 payment X .0005 = \$5.00 per day late fee.)

SECTION 10: CUSTOMER RELATIONS

10.1 CUSTOMER OFFICE HOURS

The CONTRACTOR shall take all reasonable steps and do all things necessary to ensure good and harmonious Customer relations in the TOWN. The CONTRACTOR agrees that it shall have telephone service via a non-toll call from the TOWN. The non-toll telephone service shall be listed in the name in which the company is doing business as the CONTRACTOR. The CONTRACTOR'S employee(s), whom shall be familiar with the TOWN, shall staff the telephone service from 7:00 a.m., local time, till 5:00 p.m., local time, Monday through Friday and Saturday from 7 a.m. until 12:00 p.m., and Saturday Emergency Contact from 12:00 p.m. to 6:00 p.m. Answering machines, pagers, or other devices that do not provide for immediate contact with the CONTRACTOR'S employee(s) shall not meet the requirements of this Section.

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10.2 MISSED COLLECTIONS

If the Collection of any Residential Service Unit or Commercial Service Unit is missed during the regular route Collection, the CONTRACTOR shall ensure that the missed Collection shall be picked up on the same day if CONTRACTOR becomes aware of the missed collection or if notification was received by the CONTRACTOR before 12:00 p.m., local time, otherwise the missed Collection shall be picked up before 12:00 p.m., local time, on the next Work Day.

Any deviation from the requirements of this provision must be approved by the Town Manager, or the TOWN'S designated representative. If the CONTRACTOR fails to comply with this provision, or any of the terms and conditions of the Agreement, the TOWN reserves the right to ensure that the Collection is made, either with its own workforce or an outside source, and to charge all costs, plus reasonable overhead, to the CONTRACTOR in the manner deemed to be in the best interest of the TOWN. Such a manner may include, but is not limited to, withholding the amount of the costs, plus reasonable overhead, from any monies owed to the CONTRACTOR.

The CONTRACTOR shall not be required to collect Solid Waste or Bulk Waste material from curbside that is non-conforming; however, in each such case, the CONTRACTOR shall notify each resident by using a Non-Collection Notice which can be a sticker, tag, or door hanger, in a form approved by the TOWN, notifying the resident of the problem and how the Customer needs to correct the problem. The CONTRACTOR shall then notify the TOWN of the location every time a non-conforming location is noticed.

10.3 SPILLAGE AND LITTER

The CONTRACTOR shall not be responsible for cleaning up sanitary conditions around Containers, or Roll-off Containers caused by the carelessness of the Customer; however, the CONTRACTOR shall clean up any, and all, Solid Waste, Bulk Waste, Recyclable Materials, or other refuse materials including leakage of fluids spilled from Containers, Dumpsters, Roll-off Containers, Recycling Bins, Recycling Containers, and Collection vehicles by the CONTRACTOR, CONTRACTOR'S vehicles, or the CONTRACTOR'S employees. During transport, all Solid Waste, Bulk Waste, and Recyclable Materials shall be contained, covered, or enclosed so that leaking, spilling, and blowing of the Solid Waste, Bulk Waste, and Recyclable Materials is prevented. The CONTRACTOR shall be responsible for the cleanup of any spillage or leakage caused by the CONTRACTOR, CONTRACTOR'S vehicles, or the CONTRACTOR'S employees. Said cleanup shall be completed at the CONTRACTOR(s) expense within four (4) hours of CONTRACTOR becoming aware of the spillage or leakage.

SECTION 11: PENALTIES

Based upon an investigation, the Town Manager shall determine whether penalties shall be assessed against the CONTRACTOR for failure to comply with provisions described in the Agreement. Factors to be considered include, but are not limited to, acts of God, repeated occurrences of similar types, witnesses, and documentation of the incident. The Town Manager, in consultation with the Town Attorney, shall make the determination as to when repeated occurrences of failure to comply with the provisions of the Agreement arise to a material breach of the Agreement pursuant to section 9.9.

The CONTRACTOR shall have five (5) Calendar Days from the date of the written notice to CONTRACTOR to file a written letter of protest with the Town Manager. If the protest is filed within five

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(5) Calendar Days excluding Saturday and Sunday, the Town Manager, or individuals appointed by the Town Manager, shall conduct a formal review of each filed protest. The determination of the Town Manager and/or her designated representative shall be final.

Failure by the CONTRACTOR to remedy the cause of any complaint within the time indicated, failure to comply with Agreement provisions, or performance failures shall result in the Town Manager imposing penalties, or any other legal means available. Verified complaints of sloppy service provided by CONTRACTOR, including, but not limited to Solid Waste, Bulk Waste, and Recyclable Materials being left in the roadway or Carts not being returned to the point of Collection shall be resolved by the CONTRACTOR on the day of the verified complaint. Penalties are as set forth below:

- 11.1 **Spillage and Litter** – Failure to clean up spilled material from loading and/or transporting. Each failure shall result in the imposition of a penalty in the amount of Two Hundred Fifty Dollars (\$250.00).
- 11.2 **Collection Misses** – Failure or neglect to collect properly prepared Solid Waste, Yard Waste, Bulk Waste, or properly prepared Recyclable Materials from any Customer on the regular scheduled Collection day. Each failure shall result in the imposition of a One Hundred Dollar (\$100.00) penalty. Each additional twenty-four (24) hours of failure to collect after previous notification shall result in the imposition of a penalty in the amount of Two Hundred Fifty Dollars (\$250.00) each day.
- 11.3 **Route Completion** – Failure or neglect to complete each route (including missing whole streets) on the regularly scheduled Collection day according to the time schedule in Sections 5.1 or 5.2. Each failure shall result in the imposition of a Five Hundred Dollar (\$500.00) penalty each day, in addition to the penalty assessed for the individual Collection misses. An extension of time authorized by the TOWN pursuant to Section 5.3 shall not be considered a failure to complete a route.
- 11.4 **Mixing Materials** – Mixing Recyclables with Solid Waste, or any other material intended to be collected separately, during Collection shall result in the imposition of a penalty in the amount of One Thousand Dollars (\$1,000.00) for each instance.
- 11.5 **Mixing Commercial and Residential Program Recyclables** – Mixing Commercial Program Recyclables and Residential Program Recyclables during Collection shall result in the imposition of a penalty in the amount of One Thousand Dollars (\$1,000.00).
- 11.6 **Customer Complaints other than Collection Misses** – Failure to resolve complaints other than Collection misses within the time provided in the Agreement or for all other complaints within five (5) Work Days from the day of notification shall result in the imposition of a penalty in the amount of Two Hundred Fifty Dollars (\$250.00) for each instance and \$10 per day starting on the sixth (6th) day.
- 11.7 **Disposing at Non-Designated Disposal Facility** – Failure to dispose of Solid Waste, Yard Waste, Bulk Trash or Recyclable Materials collected in the TOWN as required by Section 3.5 of this Agreement or as directed by TOWN shall result in the imposition of a Two Thousand Dollar (\$2,000.00) penalty for each instance; each instance shall mean each day of collected Waste or Recyclable Materials that is not disposed of pursuant to Section 3.5 or as directed by TOWN.
- 11.8 **Chronic Complaint Problems** – Failure or neglect to correct chronic problems (chronic shall mean three (3) or more similar verifiable complaints within a rolling twelve (12) month period) in any category of service shall result in the imposition of a Two Hundred Fifty Dollars

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(\$250.00) penalty for each occurrence after the third verifiable complaint. Each day that a chronic problem is not corrected is considered to be a new occurrence.

- 11.9 **Chronic Equipment Problems** – Failure or neglect to correct chronic equipment problems (chronic shall mean three (3) instances of the same or similar problem within a rolling twelve (12) month period) shall result in the imposition of a penalty in the amount of Two Hundred Fifty Dollars (\$250.00) for each occurrence after the third occurrence. Each day of a chronic equipment problem is considered an occurrence.
- 11.11 **Miscellaneous Deficiencies and Infractions** – A penalty in the amount of One Hundred Dollars (\$100.00) may be levied by the Town Manager for the following deficiencies and infractions: failure to maintain equipment in a clean, safe, and sanitary manner; failure to have vehicle operators properly licensed; failure to maintain office hours as identified in the Agreement; failure to properly cover materials in Collection Vehicles; and failure to comply with the hours of operation as identified in the Agreement.
- 11.12 **CONTRACTOR Reports** – Failure to provide the reports required by the Agreement as provided in Section 9 subsequent to the Transition Period. For each day of delay, a penalty in the amount of Two Hundred Fifty Dollars (\$250.00) shall be assessed. In addition, the TOWN shall withhold payment for services until receipt of reports.
- 11.14 **Post Disaster/Storm Cleanup** – Unless waived by the TOWN MANAGER, failure of the CONTRACTOR to begin a good faith effort to remove vegetative materials and construction and demolition debris within twenty-four (24) hours after the storm event passes and failure to begin a significant effort to remove vegetative materials and construction and demolition debris within seventy-two (72) hours after the storm event, provided the CONTRACTOR has first secured written authorization and approval from the Town Manager. A penalty in the amount of Five Thousand Dollars (\$5,000.00) will be assessed each day for each infraction.

SECTION 12: RESERVED

SECTION 13: PERFORMANCE BOND AND CORPORATE GUARANTY

- 13.1 The CONTRACTOR shall furnish at its own cost, to the TOWN, an irrevocable Performance Bond, in form and content approved by the TOWN Attorney for the faithful performance of this Agreement and all of its obligations arising hereunder in the amount of One Million Dollars (\$1,000,000.00)

Said bond shall be rated "A+" or better as to management and "FSC XV" or better as to the strength by Best's Insurance Guide or Surety; shall be listed on the U.S. Treasury Department's list of acceptable sureties for federal bonds or bonding limits shall not exceed twenty percent (20%) of its policy surplus (capital & surplus) as listed in Best's Insurance Guide; and, Surety shall have been in business and have a record of successful and continuous operation for at least five (5) years; further, all bonds shall contain all provisions required by §255.05, Florida Statutes, guarantee the performance of the Agreement, and serve as security for the payment of all persons performing labor and furnishing materials in connection with the Agreement. The policy or bond may not be canceled or altered without at least thirty (30) calendar days prior notice to the TOWN and upon agreement of the TOWN.

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Maintenance of said bond and the performance by the CONTRACTOR of all of the obligations under this paragraph shall not relieve the CONTRACTOR of liability under the default provisions set forth in this Agreement or from any other liability as a result of any material breach hereunder. The Performance Bond may be "called" in the event of any default hereunder by the CONTRACTOR. The calling of the Bond shall in no manner restrict or preclude any additional or further remedies available to the TOWN against the CONTRACTOR for breach, default, or damages hereunder.

The TOWN reserves the right to increase the Performance Bond amount in the event of a change in the Designated Disposal Facility or due to the duration of the renewal periods.

- 13.2** The CONTRACTOR shall cause to be obtained a corporate guaranty of PARENT COMPANY ("Guarantor"), whereby the Guarantor shall guarantee all of the obligations of the CONTRACTOR under this Agreement. The guarantee shall be in a form and content approved by the TOWN Attorney.

SECTION 14: EQUIPMENT AND PERSONNEL

14.1 VEHICLES AND COLLECTION EQUIPMENT

The CONTRACTOR shall provide and maintain and have available at all times the necessary amount of Collection trucks and equipment to perform the work as specified herein. During severe storms and emergencies, the CONTRACTOR shall have sufficient vehicles, personnel, containers, etc. in order to meet the needs of the TOWN.

14.2 EQUIPMENT IN GOOD REPAIR

The CONTRACTOR shall use Collection vehicles within the TOWN that are professionally painted, with bodies that are watertight to a depth of not less than eighteen inches (18"), with solid sides, without body damage, solid tires as approved by the Florida Department of Transportation. The average age of the CONTRACTOR'S Collection vehicles that are used within the TOWN shall not exceed four (4) years, with no vehicle over seven (7) years. All vehicles shall be equipped with operational radio transceiver capable of communicating with the CONTRACTOR'S dispatch from anywhere in the TOWN and cell phone. Each collection truck shall be equipped with a video recording system capable of recording vehicle speed, driver behaviors, accidents and collection of containers. Video recording shall be kept for at least 48 hours and made available to the TOWN upon its request. The CONTRACTOR shall provide sufficient equipment, in proper operating condition so regular schedules and routes of Collection can be maintained. The CONTRACTOR shall perform a routine inspection during the service day to ensure hydraulic and other fluids are not leaking and staining TOWN streets. Equipment is to be maintained in reasonable, safe, working condition. CONTRACTOR shall make available an annual maintenance plan of the equipment for approval by the TOWN.

Collection vehicles shall be painted with the company color scheme, with the name of the CONTRACTOR and the number of the vehicle printed in letters not less than four inches (4") high, on each side of the vehicle, and vehicles shall be numbered, and a record kept of the vehicle to which each number is assigned.

No advertising shall be permitted on Vehicles, Containers, or Roll-offs or any other equipment servicing the TOWN. The CONTRACTOR is required to keep Collection vehicles and Dumpsters

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cleaned and painted to present a pleasing appearance. The CONTRACTOR shall make available for approval by the TOWN a schedule showing the frequency of the cleaning and painting of the vehicles, the age, and miles of the vehicle.

Each non-packer Collection vehicle shall be equipped with a cover, which may be net with mesh, or tarpaulin, or fully enclosed top. Such cover shall be kept in good order and used to cover the load going to and from the Disposal Facility, or when parked, if the contents are likely to be scattered if not covered.

Collection vehicles shall not be overloaded so as to scatter collected material, however, if material is scattered from the CONTRACTOR'S Collection vehicle for any reason, it shall be picked up immediately. Each Collection vehicle shall have a fork, shovel, and broom for this purpose. The CONTRACTOR'S Collection vehicles are not to interfere unduly with vehicular or pedestrian traffic and are not to be left unattended, and shall move with the traffic flow.

14.3 CONTRACTOR'S PERSONNEL

The CONTRACTOR shall assign a qualified person to be the Route Superintendent in charge of its operations within the TOWN, and shall give the name or names of the CONTRACTOR'S representatives to the TOWN. The CONTRACTOR shall also provide information regarding the experience of the CONTRACTOR'S representatives. The CONTRACTOR shall adhere to the following requirements:

- 14.3.1 Each driver shall, at all times, carry a valid Florida driver's license for the type of vehicle they are driving.
- 14.3.2 All employees and subcontractors of the CONTRACTOR shall be considered to be, at all times, the sole employees or subcontractors of the CONTRACTOR under its sole discretion and not an employee, subcontractor, or agent of the TOWN. The CONTRACTOR shall supply competent and physically capable employees and subcontractors. The TOWN may require the CONTRACTOR to remove any employee or subcontractor it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued performance of the services is not in the best interest of the TOWN.
- 14.3.3. The direction and supervision of Collection and disposal and salvage recycling operations shall be by competent, qualified, and sober personnel, and the CONTRACTOR shall devote sufficient personnel, time, and attention to the direction of the operation to assure performance satisfactory to the TOWN. All employees, subcontractors, superintendents, and workmen employed by the CONTRACTOR shall be careful and competent. The CONTRACTOR shall also provide uniforms that are clearly identified with the company name. Employees and subcontractors of the CONTRACTOR shall have and wear proper dress attire at all times. Proper dress attire shall consist of industrial style work pants, a button front shirt or T-shirt with the CONTRACTOR'S company name or logo, and appropriate footwear.
- 14.3.4. All employees or subcontractors used by the CONTRACTOR during the term of the Agreement shall be of a standing or affiliation that will permit the CONTRACTOR'S performance herein to be carried on harmoniously and without delay, and in no case, or in any circumstance, will such employee or subcontractor cause any disturbance, interference or delay to any work or service rendered to the TOWN or by the TOWN. In no case or in any circumstances will the employee or subcontractor conduct himself/herself negligently, disorderly, or dishonestly in the due and proper performance of the employee's duties. The

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CONTRACTOR shall see to it that his employees and subcontractors serve the public in a courteous, helpful, and impartial manner.

- 14.3.5. The CONTRACTOR'S employees shall follow the regular walk for pedestrians while on private property. No employee shall meddle with property that does not concern him. Care shall be taken to prevent damage to property, including flowers, shrubs, and other plantings. Anything spilled shall be picked up immediately by such employee. Any damages incurred shall be paid by CONTRACTOR.
- 14.3.6 In the event that the Town Manager becomes dissatisfied with the performance of any CONTRACTOR'S personnel, which includes employees, independent contractors, or subcontractors, performing services under this Agreement for any reason, the Town Manager shall provide written notification to CONTRACTOR. Upon receipt of such notification, CONTRACTOR shall transfer such person out of TOWN service at the earliest practical date, which shall not exceed fourteen (14) days from the receipt of the notice. TOWN retains the right to immediately request a transfer if, in the sole opinion of the Town Manager, the immediate transfer is in the best interest of the Town.
- 14.3.7 **Assignment and Subcontracting.** Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by CONTRACTOR, without the consent of TOWN, which consent may be withheld or conditioned in the sole and absolute discretion of TOWN. In addition, CONTRACTOR shall not subcontract any portion of the services required by this Agreement without the prior approval of the Town Manager, which shall be in her sole and absolute discretion, except as documented in the CONTRACTOR'S Proposal.

SECTION 15: WORKING CONDITIONS

15.1 COMPLIANCE WITH STATE, FEDERAL, AND LOCAL LAWS

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

15.2 EEO STATEMENT

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

15.3 AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

15.4 FAIR LABOR STANDARDS ACT

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

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SECTION 16: INSURANCE

Throughout the term of this Agreement, CONTRACTOR shall maintain insurance in the type and amounts and pursuant to the requirements set forth below. The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with a minimum rating of A-, in accordance with the latest edition of A.M. Best's Insurance Guide. The insurance coverage shall be primary insurance with respect to the CONTRACTOR, its officials, employees, agents and volunteers. Any insurance maintained by the TOWN shall be in excess of the CONTRACTOR'S insurance and shall not contribute to the CONTRACTOR'S insurance.

The insurance coverage shall include a minimum of:

- 16.1 Worker's Compensation And Employer's Liability Insurance:** Workers' Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable Federal laws. In addition, the policy(ies) must include:
- (a) Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000.00) each accident, Part A.
 - (b) Employers' Liability with a limit of One Million Dollars (\$1,000,000.00), Part B.
- 16.2 Comprehensive General Liability.** Comprehensive General Liability with minimum limits of Five Million Dollars (\$5,000,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability with respect to CONTRACTOR. CONTRACTOR shall provide Ten Million Dollar (\$10,000,000.00) annual aggregate Comprehensive General Liability coverage. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:
- (a) Premises and/or Operations;
 - (b) Independent Contractors;
 - (c) Products and/or Completed Operations;
 - (d) Explosion, Collapse, and Underground Coverages;
 - (e) Broad Form Property Damage;
 - (f) Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement;
 - (g) Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability; and
 - (h) TOWN and CONTRACTOR are to be expressly included as "Additional Insured" with respect to liability arising out of operations performed for TOWN and CONTRACTOR by or on behalf of CONTRACTOR and Emergency Service Provisions Subcontractors or acts or omissions of owner or CONTRACTOR in connection with general supervision of such operation.
- 16.3 Comprehensive Automobile and Vehicle Liability Insurance:** This insurance shall be written in comprehensive form and shall protect the TOWN and the CONTRACTOR against claims for injuries to members of the public and/or damages to property of others arising from the CONTRACTOR'S use of motor vehicles or any other equipment and shall cover operations with

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respect to onsite and offsite operations. Insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than Five Million Dollars (\$5,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- (a) Owned Vehicles; and
- (b) Hired and Non-Owned Vehicles.

16.4 Umbrella Liability, general aggregate of Ten Million Dollars (\$10,000,000.00).

16.5 Certificates of Insurance: Prior to commencement of any services hereunder, CONTRACTOR shall provide to the Town Manager, Certificates of Insurance evidencing the required insurance coverages. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall specifically name the TOWN as additional insured with respect to all required liability policies. The TOWN reserves the right to require the CONTRACTOR to provide endorsements, upon written request by the TOWN. If a policy is due to expire prior to the completion of the services hereunder, renewal Certificates of Insurance or policies shall be furnished prior to the date of their policy expiration.

Each policy shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the CONTRACTOR and the TOWN before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the TOWN Manager.

CONTRACTOR'S insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each insured or additional insured in the same manner as if separate policies had been issued to each.

All deductibles or self-insured retentions must be declared to and be approved by the Town Manager.

All required insurance shall be evidenced by valid and enforceable policies issued by a company licensed to do business in the State of Florida and otherwise acceptable to the TOWN. The CONTRACTOR shall not cancel (or permit any lapse under) any policy of required insurance.

Each policy of required insurance shall:

- (i) contain the agreement of the insurer that the insurer shall not cancel or materially alter the same without thirty (30) calendar days prior written notice to TOWN except in the case of non-payment by the CONTRACTOR for which ten (10) calendar days' prior written notice will be provided to TOWN;
- (ii) provide for third party vicarious liability;
- (iii) delete the insured versus insured exclusion with respect to claims brought by the TOWN; and,
- (iv) be effective for a period from the date of this Agreement through at least one (1) year after completion of the Work provided hereunder, except for professional liability insurance which shall be effective for a period from the date of this Agreement through at least five (5) years after completion of the work provided hereunder.

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The minimum coverages and time periods specified above are not intended, and shall not be construed, to limit any liability of the CONTRACTOR to TOWN under this Agreement. Neither party shall be liable to the other for loss or damage covered by insurance to the extent that insurance proceeds are actually available with respect to such loss or damage and to the extent that the applicable policies of such insurance include the waiver or subrogation (which the parties shall obtain if available without additional premium). CONTRACTOR is responsible for the payment of all deductibles in connection with any claims made under the insurance policies required by this Agreement. The cost of deductibles paid by CONTRACTOR shall be included in the cost of the service.

SECTION 17: PROPERTY DAMAGE

The CONTRACTOR shall be responsible for the repair, or replacement, if repair is not adequate, of any damages to public or private property during the provision of Collection service and caused by the CONTRACTOR or the CONTRACTOR'S representative.

SECTION 18: INDEMNIFICATION

The CONTRACTOR shall indemnify, defend, and hold harmless the TOWN and its officials, employees, and agents (collectively referred to as "Indemnities") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees), or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property, or any such other claims arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by this Agreement which is, or is alleged to be, directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of the CONTRACTOR or its employees, agents or subcontractors (collectively referred to as "CONTRACTOR"), regardless of whether it is, or is alleged to be, caused in whole or in part (whether joint, concurrent or contributing) by any act, omission, default, or negligence (whether active or passive) of the Indemnities, or any of them or (ii) the failure of the CONTRACTOR to comply with any of the paragraphs herein or the failure of the CONTRACTOR to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, Federal or State, in connection with the performance of this Agreement. The CONTRACTOR expressly agrees to indemnify and hold harmless the Indemnities, including any of them, from and against all liabilities which may be asserted by an employee or former employee of the CONTRACTOR, or any of its subcontractors, as provided above, for which the CONTRACTOR'S liability to such employee would otherwise be limited to payments under state Worker's Compensation or similar laws. Nothing in this Agreement shall be deemed or treated as a waiver by the Town of any immunity to which it is entitled by law, including but not limited to the Town's sovereign immunity as set forth in Section 768.28, Florida Statutes.

SECTION 19: ASSIGNMENT OF AGREEMENT; NON-TRANSFERABILITY

- 19.1** This Agreement, or any portion or interest herein, shall not, under any circumstances, be sublet, assigned, transferred, or otherwise encumbered by CONTRACTOR without the advance express, written consent of the TOWN, which may or may not be granted at the sole discretion of the TOWN.
- 19.2** In the event that the CONTRACTOR sells or otherwise disposes of any assets during the term of this Agreement, or CONTRACTOR is purchased by, or merged with, another corporate entity, it

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shall provide written notice of such to the TOWN. The TOWN has the sole discretion to determine whether the CONTRACTOR'S ability to perform its obligations under this Agreement has been affected or impaired by such sale or disposition of assets.

SECTION 20: OPERATIONS DURING DISPUTE

In the event that any dispute, arises between the TOWN and the CONTRACTOR relating to this Agreement performance or compensation hereunder, the CONTRACTOR shall continue to render service and receive compensation in full compliance with all terms and conditions of this Agreement as interpreted, in good faith, by the TOWN, regardless of such dispute.

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

Notwithstanding the other provisions in this Section, the TOWN reserves the right to terminate this Agreement at any time whenever the service provided by the CONTRACTOR fails to meet reasonable standards of the trade, after TOWN provides written notice to the CONTRACTOR pursuant to Section 9 of this Agreement. Upon termination, the TOWN may call the bond and apply the cash and surety bond for the cost of service in excess of that charged to the TOWN by the firm engaged for the balance of the Agreement period.

SECTION 21: ORDINANCE

Nothing contained in any TOWN ordinance hereafter adopted, pertaining to the Collection of Solid Waste or the Collection of Recyclable Materials, shall in anyway be construed to affect, change, modify, or otherwise alter the duties, responsibilities, and operations of the CONTRACTOR in the performance of the terms of this Agreement, unless it is agreed to in writing by both the CONTRACTOR and the TOWN and this Agreement is amended accordingly.

SECTION 22: MODIFICATIONS TO THE CONTRACT

The TOWN shall have the power to make changes in this Agreement as the result of changes in law, Town Code, or both to impose new rules and regulations on the CONTRACTOR under this Agreement relative to the scope and methods of providing Collection Services as shall from time-to-time be necessary and desirable for the public welfare. The TOWN shall give the CONTRACTOR notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing Collection Services as referenced herein shall also be liberally construed to include, but is not limited to the manner, procedures, operations, and obligations, financial or otherwise, of the CONTRACTOR.

The TOWN and the CONTRACTOR understand and agree that the Florida Legislature has the authority to make comprehensive changes in Solid Waste Management legislation and that these and other changes in law in the future which mandate certain actions or programs for counties or municipalities may require changes or modifications in some of the terms, conditions or obligations under this Agreement. The CONTRACTOR agrees that the terms and provisions of Town Code as it now exists or as it may be

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amended in the future, shall apply to all of the provisions of this Agreement and the Customers of the CONTRACTOR located within the Service Area. In the event any future change in the Town Code materially alters the obligations of the CONTRACTOR, then the Collection charges established in this Agreement shall be adjusted. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law. The TOWN and the CONTRACTOR agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to this Agreement, the TOWN and the CONTRACTOR shall negotiate in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of the CONTRACTOR due to any modification in the Agreement under this Section. The TOWN and the CONTRACTOR shall not unreasonably withhold agreement to such compensation adjustment.

In the event any future change in the Town Code materially alters the obligations of the either party, then this Agreement shall be revised. The TOWN and the CONTRACTOR agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order to implement changes. When such modifications are made to this Agreement, the TOWN and the CONTRACTOR shall negotiate in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of the CONTRACTOR due to any modification in the Agreement under this Section. The TOWN and the CONTRACTOR shall not unreasonably withhold agreement to such compensation adjustment.

In the event the parties cannot reach agreement to a modification to the contract provided for in this Section, then either party has the right to terminate this Agreement on one hundred and eighty (180) days written notice. This provision shall be liberally interpreted to achieve its expressed intent.

SECTION 23: RIGHT TO REQUIRE PERFORMANCE

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

SECTION 24: LAW GOVERNING

The Agreement shall be governed and enforced pursuant to the laws of the State of Florida. Venue for any litigation shall be commenced in Broward County, Florida.

SECTION 25: COMPLIANCE WITH LAWS AND REGULATIONS

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

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SECTION 26: SAVINGS CLAUSE

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

SECTION 27: GENERAL

27.1 NO CONTINGENT FEES

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

27.2 NO WAIVER

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

SECTION 28: LEGAL REPRESENTATION

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

SECTION 29: FORCE MAJEURE

No party shall hold the other responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of either party or that could not have been reasonably foreseen and prevented. For this purpose, such acts or circumstances shall include, but not be limited to, hurricanes, tropical storms and severe weather conditions affecting performance, floods, epidemics, war, riots. Should such acts or circumstances occur, the parties shall use their best efforts to overcome the difficulties arising therefrom and to resume the work as soon as reasonably possible with the normal pursuit of the work.

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The acts or omissions of subcontractors, third-party contractors, materialmen, suppliers or their subcontractors, shall not be considered acts of force majeure.

No party shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable by force majeure to carry out its obligation, but the obligation of the party or parties relying on such force majeure shall be suspended only during the continuance of the inability and for no longer period than the force majeure event.

The CONTRACTOR further agrees and stipulates that its right to excuse its failure to perform by reason of force majeure shall be conditioned upon giving written notice of its assertion that a Force Majeure delay has commenced within 24 hours after such an occurrence. The CONTRACTOR shall use all reasonable efforts to minimize such delays. The CONTRACTOR shall promptly provide an estimate as to the resumption of work.

SECTION 30: MISCELLANEOUS

30.1 CONFLICT

Neither CONTRACTOR nor its employees shall have or hold any employment or contractual relationship that is antagonistic or incompatible with CONTRACTOR'S loyal and conscientious exercise of judgment related to its performance under this Agreement.

CONTRACTOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against TOWN in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CONTRACTOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of TOWN in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONTRACTOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONTRACTOR is permitted to utilize subcontractors to perform any services required by this Agreement, CONTRACTOR agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

CONTRACTOR shall not give, solicit for, deliver or provide a campaign contribution directly or indirectly to a candidate, or to the campaign committee of a candidate, for the offices of Mayor or Commissioner during the term of this Agreement.

CONTRACTOR agrees that no officer or employee of the TOWN, during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

30.2 MODIFICATION

This Agreement constitutes the entire Agreement and understanding between the parties hereto, and, subject to Section 6.8 and Section 22, it shall not be considered amended, modified, altered, or changed in any respect unless approved by the parties set forth in writing and signed by the parties hereto, subject to the requirements in Ordinance No. 2017-06.

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30.3 TRADE SECRET INFORMATION

Documents, records, routing, charges, and pricing of the CONTRACTOR that the CONTRACTOR advises the TOWN are trade secret information of the CONTRACTOR, are exempt from disclosure pursuant to Section 815.045, Florida Statutes, as may be amended from time to time, unless in the sole opinion and judgment of the Town Attorney such documents and records are not within said statutory exemption.

30.4 NOTICE

Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by facsimile transmission with certification of transmission and verbal confirmation of receipt of facsimile by the receiving party, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this Section. For the present, the CONTRACTOR and the TOWN designate the following as the respective places for giving of notice:

As to TOWN:

Town Manager
Town of Lauderdale By-The-Sea
4501 Ocean Drive
Lauderdale By-The-Sea, Florida 33308-3610
Telephone: (954) 640-4200
Facsimile: (954) 776-1857

Copy to:

Town Attorney
200 E. Broward Blvd., Suite 1900
Fort Lauderdale, Florida 33301
Telephone: (954) 640-4200
Facsimile: (954) 776-1857

As to CONTRACTOR:

Regional Vice President
Waste Pro
17302 Pines Boulevard
Pembroke Pines, FL 33029
Telephone: (954) 967-4200
Facsimile: (954) 241-4489

Copy to:

Waste Pro of Florida, Inc. General Counsel
2101 West State Road 434, Suite 305
Longwood, Florida 32779-5053
Telephone: (407) 868-8800
Facsimile: (407) 869-8884

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30.5 PUBLIC RECORDS

The CONTRACTOR shall comply with Chapter 119, Florida Statutes, as applicable, and shall comply with the following:

- (a) CONTRACTOR agrees to keep and maintain public records in CONTRACTOR's possession or control in connection with CONTRACTOR's performance under this Agreement. CONTRACTOR additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the TOWN.
- (b) Upon request from the TOWN's custodian of public records, CONTRACTOR shall provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the TOWN.
- (d) Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the CONTRACTOR shall be delivered by the CONTRACTOR to the Town Manager, at no cost to the TOWN, within seven (7) days. All such records stored electronically by CONTRACTOR shall be delivered to the Town in a format that is compatible with the TOWN's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- (e) Any compensation due to CONTRACTOR shall be withheld until all records are received as provided herein.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-640-4200, TownClerk@LBTS-fl.gov, or by mail: Town Clerk, 4501 N. Ocean Drive, Lauderdale-By-The-Sea, FL 33308.

30.6 SCRUTINIZED COMPANIES

- (a) CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the TOWN may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

Solid Waste, Bulk Waste, and Recycling Collection Services Agreement

- (b) If this Agreement is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the TOWN may immediately terminate this Agreement at its sole option if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- (c) The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- (d) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

30.7 E-Verify

CONTRACTOR shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for CONTRACTOR'S violation of the statute, CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

30.8 JOINT PREPARATION

The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

[The remainder of this page is left intentionally blank]

Solid Waste, Bulk Waste, and Recycling Collection Services Agreement

IN WITNESS WHEREOF, the parties have caused these presents to be executed and attested to by their duly authorized officers or representatives and their official seals to be affixed hereon, the day and year first above written.

Attest:

TOWN OF LAUDERDALE BY-THE-SEA

Tedra Allen, Town Clerk

By: _____
Chris Vincent, Mayor

____th day of _____, 2021

By: _____
Linda Connors, Interim Town Manager

By: _____
Lucila Lang, Finance Director

Approved as to form and legality:

By: _____
Susan Trevarthen, Town Attorney

[The remainder of this page is left intentionally blank]

Solid Waste, Bulk Waste, and Recycling
Collection Services Agreement

CONTRACTOR
Waste Pro USA, Inc.

WITNESSES:

Signature

Print Name and Title

____ day of _____, 2021

BY: _____
Signature

Russell Mackie, Regional Vice President

____ day of _____, 2021

ATTEST:

SECRETARY

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____ of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing Agreement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2021.

My Commission Expires:

Signature of Notary Public

Printed Name of Notary Public

Solid Waste, Bulk Waste, and Recycling Collection Services Agreement

List of Exhibits

Page

EXHIBIT 1	Residential Collection Rate for Single Family/Duplex and Multi Family With Carts	
EXHIBIT 2	2021-2022 Multifamily and Commercial Utilizing Dumpsters Collection Services	
EXHIBIT 3	2022-2023 Multifamily and Commercial Utilizing Dumpsters Collection Services	
EXHIBIT 4	Commercial Compacted Dumpster Collection Services	
EXHIBIT 5	Special Collection Service Rates	
EXHIBIT 6	Emergency Preparedness Plan and Service Rates	
EXHIBIT 7	Franchise Ordinance No. 2021-	

EXHIBIT 1

Single Family & Duplex Collection Rates; Multi-Family Carts					CPI Projection Rates; maximum of 5% increase.		
Adjustments Per Contract	MSW twice per week, Recycle once per week and Bulk once per month	Current: 10/1/20-10/31/21	1-Nov-21	1-Oct-22	1-Oct-23	1-Oct-24	1-Oct-25
	Collection	\$ 16.54	\$ 19.25	\$ 21.50	\$ 22.58	\$ 23.70	\$ 24.89
Commission Approved Rate		X	6/29/2021				
Per Month							
	Service Components	1-Oct-20	1-Nov-21	1-Oct-22	1-Oct-23	1-Oct-24	1-Oct-25
		Fee	Fee	Fee	CPI Projected Fee up to 5%	CPI Projected Fee up to 5%	CPI Projected Fee up to 5%
1	Disposal Fee MSW	\$ 8.27	\$ 9.63	\$ 10.75	\$ 11.29	\$ 11.85	\$ 12.44
2	Disposal Fee Bulk	\$ 1.65	\$ 1.93	\$ 2.15	\$ 2.26	\$ 2.37	\$ 2.49
3	Garbage cart Collection - Twice per week	\$ 3.31	\$ 3.85	\$ 4.30	\$ 4.52	\$ 4.74	\$ 4.98
4	Bulk Collection - Once per month	\$ 1.65	\$ 1.93	\$ 2.15	\$ 2.26	\$ 2.37	\$ 2.49
5	Recycle cart Collection - Once per week	\$ 1.65	\$ 1.93	\$ 2.15	\$ 2.26	\$ 2.37	\$ 2.49
Contractor Fee		\$ 16.54	\$ 19.25	\$ 21.50	\$ 22.58	\$ 23.70	\$ 24.89
Commission Approved Rate		\$ 16.54	\$ 19.25	\$ 21.50	\$ 22.58	\$ 23.70	\$ 24.89
Additional Services Amount - Valet service		\$15.00	\$ 20.00	\$ 20.80	\$ 21.63	\$ 22.50	\$ 23.40
Additional Cart		\$ 12.00	\$ 20.00	\$ 20.80	\$ 21.63	\$ 22.50	\$ 23.40

EXHIBIT 2

2021-2022 Multifamily and Commercial Utilizing Dumpsters Collection Services

NEW 2021-2022 TOTAL RATE							YARDS							RATE PER YARD						
Multi-Family Dumpsters:							Multi-Family Dumpsters:							Multi-Family Dumpsters:						
Dumpster Size (cubic yards)							Dumpster Size (cubic yards)							Dumpster Size (cubic yards)						
Pick-Ups per week	1	2	3	4	6	8	Pick-Ups per week	1	2	3	4	6	8	Pick-Ups per week	1	2	3	4	6	8
2	\$ 214.27	\$ 270.64	\$ 404.28	\$ 529.66	\$ 605.35	\$ 739.39	2	8.66	17.32	25.98	34.64	51.96	69.28	2	\$ 24.74	\$ 15.63	\$ 15.56	\$ 15.29	\$ 11.65	\$ 10.67
3	\$ 334.07	\$ 404.28	\$ 604.86	\$ 767.93	\$ 868.95	\$ 1,032.49	3	12.99	25.98	38.97	51.96	77.94	103.92	3	\$ 25.72	\$ 15.56	\$ 15.52	\$ 14.78	\$ 11.15	\$ 9.94
4	\$ 444.37	\$ 538.01	\$ 780.44	\$ 972.85	\$ 1,107.54	\$ 1,275.57	4	17.32	34.64	51.96	69.28	103.92	138.56	4	\$ 25.66	\$ 15.53	\$ 15.02	\$ 14.04	\$ 10.66	\$ 9.21
5	\$ 554.71	\$ 671.73	\$ 927.87	\$ 1,173.59	\$ 1,289.85	\$ 1,510.31	5	21.65	43.3	64.95	86.6	129.9	173.2	5	\$ 25.62	\$ 15.51	\$ 14.29	\$ 13.55	\$ 9.93	\$ 8.72
6	\$ 643.82	\$ 780.44	\$ 1,075.30	\$ 1,307.65	\$ 1,434.63	\$ 1,811.75	6	25.98	51.96	77.94	103.92	155.88	207.84	6	\$ 24.78	\$ 15.02	\$ 13.80	\$ 12.58	\$ 9.20	\$ 8.72
7	\$ 725.87	\$ 880.81	\$ 1,210.22	\$ 1,466.70	\$ 1,629.46	\$ 2,054.83	7	30.31	60.62	90.93	121.24	181.86	242.48	7	\$ 23.95	\$ 14.53	\$ 13.31	\$ 12.10	\$ 8.96	\$ 8.47

Commercial Dumpster:		Dumpster Size (cubic yards)						Commercial Dumpster:		Dumpster Size (cubic yards)						Commercial Dumpster:		Dumpster Size (cubic yards)					
Pick-Ups per week	Carts (96 gallons)	1	2	3	4	6	8	Pick-Ups per week	Carts (96 gallons)	1	2	3	4	6	8	Pick-Ups per week	Carts (96 gallons)	1	2	3	4	6	8
2	84.79	232.94	281.76	422.07	553.60	577.63	772.54	2		8.66	17.32	25.98	34.64	51.96	69.28	2		\$ 26.90	\$ 16.27	\$ 16.25	\$ 15.98	\$ 11.12	\$ 11.15
3	126.53	348.84	422.07	632.52	803.49	908.45	1079.24	3		12.99	25.98	38.97	51.96	77.94	103.92	3		\$ 26.85	\$ 16.25	\$ 16.23	\$ 15.46	\$ 11.66	\$ 10.39
4	168.28	464.73	562.38	816.66	1018.28	1158.23	1333.29	4		17.32	34.64	51.96	69.28	103.92	138.56	4		\$ 26.83	\$ 16.23	\$ 15.72	\$ 14.70	\$ 11.15	\$ 9.62
5	210.04	580.62	702.68	971.16	1228.67	1348.77	1578.57	5		21.65	43.3	64.95	86.6	129.9	173.2	5		\$ 26.82	\$ 16.23	\$ 14.95	\$ 14.19	\$ 10.38	\$ 9.11
6	243.43	674.20	816.66	1125.67	1368.86	1499.81	1894.04	6		25.98	51.96	77.94	103.92	155.88	207.84	6		\$ 25.95	\$ 15.72	\$ 14.44	\$ 13.17	\$ 9.62	\$ 9.11
7	274.05	760.35	921.86	1267.01	1535.38	1703.51	2148.09	7		30.31	60.62	90.93	121.24	181.86	242.48	7		\$ 25.09	\$ 15.21	\$ 13.93	\$ 12.66	\$ 9.37	\$ 8.86

New extra charges	\$ 8.66	\$ 17.32	\$ 25.98	\$ 34.64	\$ 51.96	\$ 69.28
	\$ 12.99	\$ 25.98	\$ 38.97	\$ 51.96	\$ 77.94	\$ 103.92
	\$ 17.32	\$ 34.64	\$ 51.96	\$ 69.28	\$ 103.92	\$ 138.56
	\$ 21.65	\$ 43.30	\$ 64.95	\$ 86.60	\$ 129.90	\$ 173.20
	\$ 25.98	\$ 51.96	\$ 77.94	\$ 103.92	\$ 155.88	\$ 207.84
	\$ 30.31	\$ 60.62	\$ 90.93	\$ 121.24	\$ 181.86	\$ 242.48
	3.99%	6.58%	7.18%	7.90%	10.68%	11.29%

Rate Increase	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00

Town Additional Yard Services (OVG) Amount

Fiat Rate \$150.00 per service

EXHIBIT 3

2022-2023 Multifamily and Commercial Utilizing Dumpsters Collection Services

NEW 2022-2023							TOTAL RATE							YARDS							RATE PER YARD																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
Multi-Family Dumpsters:		Dumpster Size (cubic yards)						Multi-Family Dumpsters:		Dumpster Size (cubic yards)						Multi-Family Dumpsters:		Dumpster Size (cubic yards)																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																						
Pick-Ups per week		1	2	3	4	6	8	Pick-Ups per week		1	2	3	4	6	8	Pick-Ups per week		1	2	3	4	6	8																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
2	\$	225.09	\$	292.29	\$	436.76	\$	572.96	\$	670.30	\$	825.99	2	\$	8.66	\$	17.32	\$	25.98	\$	34.64	\$	51.96	\$	69.28	2	\$	25.99	\$	16.88	\$	16.81	\$	16.54	\$	12.90	\$	11.92																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																		
3	\$	350.31	\$	436.76	\$	653.57	\$	832.88	\$	966.37	\$	1,162.39	3	\$	12.99	\$	25.98	\$	38.97	\$	51.96	\$	77.94	\$	103.92	3	\$	26.97	\$	16.81	\$	16.77	\$	16.03	\$	12.40	\$	11.19																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																		
4	\$	466.02	\$	581.31	\$	845.39	\$	1,059.45	\$	1,237.44	\$	1,448.77	4	\$	17.32	\$	34.64	\$	51.96	\$	69.28	\$	103.92	\$	138.56	4	\$	26.91	\$	16.78	\$	16.27	\$	15.29	\$	11.91	\$	10.46																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																		
5	\$	581.77	\$	725.86	\$	1,009.06	\$	1,261.84	\$	1,452.23	\$	1,726.81	5	\$	21.65	\$	43.30	\$	64.95	\$	86.60	\$	129.90	\$	173.20	5	\$	26.87	\$	16.76	\$	15.54	\$	14.80	\$	11.18	\$	9.97																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																		
6	\$	676.29	\$	845.39	\$	1,172.72	\$	1,437.55	\$	1,629.48	\$	2,071.55	6	\$	25.98	\$	51.96	\$	77.94	\$	103.92	\$	155.88	\$	207.84	6	\$	26.03	\$	16.27	\$	15.05	\$	13.83	\$	10.45	\$	9.97																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																		
7	\$	763.76	\$	956.59	\$	1,323.88	\$	1,618.25	\$	1,856.78	\$	2,357.93	7	\$	30.31	\$	60.62	\$	90.93	\$	121.24	\$	181.86	\$	242.48	7	\$	25.20	\$	15.78	\$	14.56	\$	13.35	\$	10.21	\$	9.72																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																		
Commercial Dumpster:		Dumpster Size (cubic yards)						Commercial Dumpster:		Dumpster Size (cubic yards)						Commercial Dumpster:		Dumpster Size (cubic yards)																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																						
Pick-Ups per week	Carts (96 gallons)	1	2	3	4	6	8	Pick-Ups per week	Carts (96 gallons)	1	2	3	4	6	8	Pick-Ups per week	Carts (96 gallons)	1	2	3	4	6	8																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
2	94.12	\$	241.60	\$	299.08	\$	448.05	\$	588.24	\$	629.59	\$	841.82	2	\$	8.66	\$	17.32	\$	25.98	\$	34.64	\$	51.96	\$	69.28	2	\$	27.90	\$	17.27	\$	17.25	\$	16.98	\$	12.12	\$	12.15																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
3	140.45	\$	361.83	\$	448.05	\$	671.49	\$	855.45	\$	986.39	\$	1,183.16	3	\$	12.99	\$	25.98	\$	38.97	\$	51.96	\$	77.94	\$	103.92	3	\$	27.85	\$	17.25	\$	17.23	\$	16.46	\$	12.66	\$	11.39																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
4	186.80	\$	482.05	\$	597.02	\$	868.62	\$	1,087.56	\$	1,262.15	\$	1,471.85	4	\$	17.32	\$	34.64	\$	51.96	\$	69.28	\$	103.92	\$	138.56	4	\$	27.83	\$	17.23	\$	16.72	\$	15.70	\$	12.15	\$	10.62																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
5	233.14	\$	602.27	\$	745.98	\$	1,036.11	\$	1,315.27	\$	1,478.67	\$	1,751.77	5	\$	21.65	\$	43.30	\$	64.95	\$	86.60	\$	129.90	\$	173.20	5	\$	27.82	\$	17.23	\$	15.95	\$	15.19	\$	11.38	\$	10.11																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
6	270.21	\$	700.18	\$	868.62	\$	1,203.61	\$	1,472.78	\$	1,655.69	\$	2,101.88	6	\$	25.98	\$	51.96	\$	77.94	\$	103.92	\$	155.88	\$	207.84	6	\$	26.95	\$	16.72	\$	15.44	\$	14.17	\$	10.62	\$	10.11																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
7	304.20	\$	790.66	\$	982.48	\$	1,357.94	\$	1,656.62	\$	1,885.37	\$	2,390.57	7	\$	30.31	\$	60.62	\$	90.93	\$	121.24	\$	181.86	\$	242.48	7	\$	26.09	\$	16.21	\$	14.93	\$	13.66	\$	10.37	\$	9.86																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
New extra charges		\$	8.66	\$	17.32	\$	25.98	\$	34.64	\$	51.96	\$	69.28													Rate Increase						\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$</

Town Additional Yard Services (OVG) Amount
Flat Rate \$150.00 per service

EXHIBIT 4

Compactor Collection Rates

Compactor Collection Rates

October 1, 2021 Compactor Rates

Calculation of Rates and Fees Due Contractor

Applies to % of total

Collection

Disposal

Total

Pick-Ups Per Week	Monthly Contractor Fee				
			2 Cubic Yards	3	
2			\$517.27	775.9	
3			\$775.90	1163.85	
4			1,034.53	1500.07	
5			\$1,293.17	1778.11	
6			1,500.07	2056.13	
7			1,689.740	2308.31	

	Monthly Change from April 1 2018 (10-1-2018 rate)				
	Dumpster Size (cubic yards)				
	1	2	3	4	6
2		\$ 24.53	\$ 36.80		
3		\$ 36.80	\$ 55.20		
4		\$ 49.07	\$ 71.15		
5		\$ 61.33	\$ 84.33		
6		\$ 71.15	\$ 97.52		
7		\$ 80.14	\$ 109.48		

Example of Calculation 2 Yd.

2 yard compactor	change	New rate
\$ 362.09	\$ 54.31	\$ 416.40
\$ 155.18	\$ 23.28	\$ 178.46
\$ 517.27	\$ 77.59	\$ 594.86
Overall Percentage Change		15%

% Change
70%
30%
100%
#

Commission Approved Rates						
Monthly Dumpster Rate						
pick-ups Per week	Dumpster Size (cubic yards)					
		2	3	4	6	8
2		\$ 594.86	\$ 892.29			
3		\$ 892.29	\$ 1,338.43			
4		\$ 1,189.71	\$ 1,725.08			
5		\$ 1,487.15	\$ 2,044.83			
6		\$ 1,725.08	\$ 2,364.55			
7		\$ 1,943.20	\$ 2,654.56			

Pick Ups per week	Town Additional Yard Services (OVG) Amount					
	Dumpster Size (cubic yards)					
	1	2	3	4	6	6
2		\$ 28.21	\$ 42.32			
3		\$ 42.32	\$ 63.48			
4		\$ 56.43	\$ 81.82			
5		\$ 70.53	\$ 96.98			
6		\$ 81.82	\$ 112.15			
7		\$ 92.16	\$ 125.90			

EXHIBIT 5

Special Collection Service

1	Adding lids to or changing lids	No Charge
2	Adding wheels to or changing wheels	No Charge
3	Additional Bulk Waste Collection for Residential Service Units with carts	No Charge for one special pickup per calendar year per Account Holder. (Not available to a delinquent account.) Note: Additional special pickups will be priced by CONTRACTOR depending on volume and schedule.
4	Additional Unscheduled (Not Including "On Call") Solid Waste Pick-Ups For Commercial Service Units And Residential Containerized Service Units	2X (Applicable 1X Week Solid Waste Collection Cost) + Regular Disposal Charges
5	Changing out the size of a Dumpster (above twice per year)	\$25.00 per occurrence
6	Locks (new locks installed)	\$20.00
7	Moving Container Location Per Customer Request	\$18.00 per move
8	Opening (and Closing) Doors or Gates	No Charge
9	Residential Off-Street Collection Service (Disabled Customer)	No Charge
10	Return Container to Customer's Location After Service Was Stopped	\$25.00
11	Rolling out Container less than 30 feet (and returning it to original location)	No Charge
12	Service not designated herein	See Sec. 3.1 and Sec. 3.3.4
13	Supplying (and retrofitting) Locking Mechanism	\$55.00
14	Swap-out Dumpster (extra on site Dumpster used on collection day)	Up to \$35 per month, which includes a limited number of special pick-ups as determined by Customer and CONTRACTOR
15	Unlocking and Locking of Container enclosure	\$2.00 per month
16	Valet Service: Rolling Containers from a storage location to the point of collection that is a distance 30' feet or more.	See Exhibit 1 for Valet Services rates

EXHIBIT 6

Emergency Preparedness Plan and Service Rates

The South Florida Area possibility for a natural disaster exists each and every day. The opportunity for significant amounts of damage due to natural causes is great within our area. Because of the major risks from hurricanes, severe storms, or such other natural and man-made disaster that may occur that the CONTRACTOR will assist the TOWN with emergency debris clearance. The CONTRACTOR has experience and is capable of mobilizing into a disaster area within 12 hours following a devastating storm such as a hurricane.

The CONTRACTOR'S executives and managers will work with the TOWN, County, State, Federal and all other governmental entities in which the CONTRACTOR provides service to provide comprehensive relief services to include:

Pre-Disaster Services:

1. Stand-by-Contact
2. Pre-Event Planning
3. Plans Review
4. Exercise Participation
5. Employee Training

Post-Disaster Operations:

6. Emergency Road Clearance and Trimming of Damaged Vegetation
7. Removal of Debris from Public Rights-of-Way
8. Removal of Debris from Private Property (When Authorized)
9. Temporary Debris Staging and Reduction Site Management
10. Final Debris Staging and Reduction Site Management
11. Final Debris Disposal
12. Hazardous Materials Handling
13. Site Redemption
14. Inspections and Documentation
15. Assistance with FEMA and State Reimbursements

Exhibit 6 (continued)

Emergency Preparedness Plan and Service Rates

Effective June 1, 2010

The following rates are for services to be provided under the Emergency Preparedness Plan. All service rates shall be fixed until changed as provided for in this Agreement.

EQUIPMENT/TOOL/VEHICLE TYPE (INCLUDE OPERATOR AND LABOR COST)	HOURLY RATE	DAILY RATE (8 HOURS)
Boom Truck (Self Loader) & Operator with CDL Driver	\$250	\$2,000
Roll Off Truck & Operator with CDL Driver	\$198	\$1,500
Rear Load Truck & Operator with CDL Driver and Helper	\$250	\$2,000
Wheel Loader 644 or equivalent & Operator	\$250	\$2,000
D-6 Dozers or equivalent & Operator	\$250	\$2,000
Bobcat Loader or equivalent & Operator	\$200	\$1,500
Rubber Tired Backhoe	\$200	\$1,500
Project Manager with Truck	\$125	\$950
Safety Superintendent with Truck	\$125	\$950
Service Truck & Maintenance Technician	\$125	\$950
Laborers	\$50	\$380

Cost for Vegetative cleanup and transport to disposal site.
Include equipment, tools, vehicles, and operator and labor costs.

\$20.00 cubic yard

Cost for C&D debris cleanup and transport to disposal site.
Include equipment, tools, vehicles, and operator and labor costs.

\$25.00 cubic yard

EXHIBIT 7

Adopting Ordinance No. 2021 -