



Southwest Ranches Town Council

SPECIAL MEETING Agenda of June 29, 2017

Southwest Ranches Council Chambers
6:00 PM Thursday

13400 Griffin Road
Southwest Ranches, FL 33330

<u>Mayor</u> Doug McKay	<u>Town Council</u> Freddy Fisikelli Gary Jablonski	<u>Town Administrator</u> Andrew D. Berns	<u>Town Attorney</u> Keith M. Poliakoff, J.D.
<u>Vice Mayor</u> Steve Breitreuz	Denise Schroeder	<u>Town Financial Administrator</u> Martin Sherwood, CPA CGFO	<u>Assistant Town Administrator/Town Clerk</u> Russell C. Muniz, MMC

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation, a sign language interpreter or hearing impaired to participate in this proceeding should contact the Town Clerk at (954) 434-0008 for assistance no later than four days prior to the meeting.

1. **Call to Order/Roll Call**
2. **Pledge of Allegiance**

Resolutions

3. **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE SELECTION AND NEGOTIATING COMMITTEE'S RANKING OF WASTEPRO OF FLORIDA, INC. TO PROVIDE THE TOWN'S SOLID WASTE, RECYCLABLES AND BULK WASTE COLLECTION AND DISPOSAL SERVICES; APPROVING A FRANCHISE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND WASTE PRO OF FLORIDA, INC. TO PROVIDE THE TOWN'S SOLID WASTE, RECYCLABLES, AND BULK WASTE COLLECTION AND DISPOSAL SERVICES AND; APPROVING A SOLE SOURCE BACKUP AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND WASTEPRO OF FLORIDA FOR SOLID WASTE DISPOSAL AND RECYCLABLES PROCESSING SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.**

4. **Adjournment**

PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

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Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Doug McKay, Mayor
Steve Breitzkreuz, Vice Mayor
Freddy Fisikelli, Council Member
Gary Jablonski, Council Member
Denise Schroeder, Council Member

Andrew D. Berns, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, Assistant Town Administrator/Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Keith Poliakoff, Town Attorney
DATE: 6/29/2017
SUBJECT: Solid Waste and Bulk Collection and Disposal

Recommendation

Based on receipt and review of three proposals submitted in response to Request for Proposals (RFP) 17-003, it is recommended that the Town Council award the Solid Waste, Recyclables, and Bulk Waste Collection and Disposal Franchise Agreement, which includes the ability for the Town to subsequently award a negotiated Solid Waste Disposal and Recyclables Processing Services Agreement, to Waste Pro of Florida, Inc. If awarded by Town Council, the official commencement date of collection services would be October 1, 2017. The term of the Franchise Agreement is 5 years, ending on September 30, 2022, with an option for a 5-year renewal. If the Town subsequently decides to activate the Solid Waste Disposal and Recyclables Processing Services Agreement, the term of that agreement would align with the Franchise Agreement.

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management
- C. Reliable Public Safety

Background

On May 24, 2012, the Town Council adopted Resolution 2012-50 approving a Solid Waste, Recyclables, and Bulk Waste Collection and Disposal Franchise Agreement with Southern Waste

Systems, LLC (SWS). The five-year agreement with SWS expires on September 30, 2017 and renewal of the agreement is not possible or desired.

In preparation for expiration of this agreement, on June 23, 2016, the Town Council adopted Resolution 2016-039 and awarded a contract to Kessler Consulting, Inc. (KCI) to assist the Town with conducting an RFP process to award a new franchise agreement with collection services commencing October 1, 2017.

On February 17, 2017, the Town advertised an RFP for Solid Waste, Recyclables, and Bulk Waste Collection and Disposal (RFP 17-003). A pre-proposal meeting was held on March 2, 2017. On April 7, 2017, the Town received three proposals and two no bids in response to the RFP. One vendor provided no reason for the no bid; the other vendor stated its no bid decision was because the franchisee must bear the economic risk regarding disposal volumes and the restrictive rate adjustment mechanisms.

The Selection Committee met on April 14, 2017 to evaluate and rank the three proposals based on non-financial criteria (qualifications and experience, technical proposal, and contract exceptions) and financial proposals (calculated based on a formula). The RFP included two residential solid waste collection options: manual collection (status quo) and carted collection. A summary of prices for the three proposals and two service options is provided in Attachment 1. Provided below is the Selection Committee’s rankings for Option 1 and Option 2.

Option 1 – Manual Solid Waste Collection

Ranking	Proposer	Non-Financial Criteria Points	Financial Proposal Points	Total Points
1	Waste Pro of Florida, Inc.	47	50	97
2	World Waste Recycling	40	39	79
3	Gold Medal Services of Florida, LLC	38	40	78

Option 2 – Carted Solid Waste Collection

Ranking	Proposer	Non-Financial Criteria Points	Financial Proposal Points	Total Points
1	Waste Pro of Florida, Inc.	47	50	97
2	World Waste Recycling	40	38	78
2	Gold Medal Services of Florida, LLC	38	40	78

On April 21, 2017, the Town Attorney began negotiations with the highest ranked vendor, Waste Pro of Florida, Inc. (Waste Pro), on the final Solid Waste, Recyclables, and Bulk Waste Collection and Disposal Franchise Agreement (Franchise Agreement).

As a result of the fact that the Town’s Disposal Agreement is about to expire, and in order to align agreement expiration dates, the Town decided to include an agreement for Solid Waste Disposal and Recyclables Processing Services (Disposal Agreement) as part of the negotiations, which is included as Exhibit 6 of the Franchise Agreement and can be activated or awarded by the Town, at any time, if desired.

The negotiated Franchise Agreement is provided in Attachment 4 and includes the ability to award

the Disposal Agreement at a subsequent date. The Franchise Agreement allows the Town to retain manual collection of solid waste or to convert to collection of solid waste in roll carts, which will be provided by Waste Pro and owned by the Town at the end of the agreement.

The Franchise Agreement agreed upon services in comparison to the current agreement’s services with justification is as follows:

Current Service	Proposed Agreed Upon Service	Justification
(3) Zones within the Town for Bulk pick-up service.	(6) Zones within the Town for Bulk pick-up service.	This will allow optimum use of resources and will improve timely service.
Service complaints are routed to and addressed by Town Staff then passed on to Contractor.	Service complaints are addressed and resolved by Contractor with reports to Town Staff.	Allows for expedient resolution of service issues without going through several channels.
Limited liquidated damages.	Elevated and itemized liquidated damages.	Refer to section 21 of the Franchise Agreement (page 29 - 31).
Excessive bulk is handled by Code for documentation and Contractor for pick-up and invoicing.	Excessive bulk will be processed by Contractor which will be photographed, pick-up, invoiced to resident and reported to Town Staff.	Allows for efficient service and less bulk left behind.

The Franchise Agreement has service options that requires Town Council direction. The following matrix reflects the options:

Option	Description	Detail
Option 1	Manual Solid Waste Pick-Up	Current Resident supplies own solid waste disposal receptacle. There is no limit to the amount of solid waste trash placed out for pick-up.
Option 2	Automated Solid Waste Pick-Up	Contractor supplies the resident with Town owned roll-out carts, similar to the Town’s current recycle carts. If the resident requires an additional cart, they will be charged \$95 for a 95-gallon cart or \$65 for a 65-gallon cart and an annual service fee of \$79.80.

NOTE: There is a minimal monthly rate per-service-unit difference for Manual solid waste pick-up service (\$44.89 - Option 1) and Automated solid waste pick-up service (\$44.98 - Option 2) as noted in exhibit 1 of the Franchise Agreement.

Fiscal Impact/Analysis

Attachment 2 compares Waste Pro’s service rates at the commencement of the Franchise

Agreement (FY 2017/18) with the Town's current service rates (FY 2016/17), and the Town's service rates in the year prior to the current agreement (FY 2011/12). Waste Pro's rates are slightly higher than those in Attachment 1 because they include the higher solid waste tipping fee that will be in effect on October 1, 2017 (pursuant to the Town's disposal agreement with Sun-Bergeron), but was not available when the RFP was released. A detailed breakdown of Waste Pro's service rates is provided in Exhibits 1 and 2 of the Franchise Agreement in Attachment 3.

Waste Pro's monthly residential service rates are \$44.89 for manual collection and \$44.98 for carted collection, approximately a 76% increase over the current rate of \$25.47. Waste Pro's commercial service rate per cubic yard is \$14.86, a 127% increase over the current rate of \$6.56. Based on 2,556 residential units (per FY 2016/17 assessment), the Town's contractual commitment for residential service in FY 2016/17 is estimated at \$781,216 (not including commercial services, which are invoiced and collected by the Contractor). This commitment would increase to an estimated \$1,376,866 (manual) or \$1,379,627 (carted) under the proposed new residential service rates. These figures include only the direct contract costs for residential service. They do not include additional costs incurred by the Town and included in the residential solid waste assessment (e.g., statutory discount, Town's personnel/contractual costs, and rate stabilization).

A variety of reasons factor into these increases, but the most evident is that the Town has enjoyed a five-year period, under the current agreement, of exceptionally low service rates. Residential service rates are comprised of two elements: collection and disposal. As can be seen in Attachment 2, Waste Pro's residential collection rates are comparable with those in FY 2011/12, especially if adjusted for inflation.

The disposal elements are based on generation factors (tons/unit/year) and tipping fees. Based on tonnage data provided by SWS during the last four years, residents generate substantially more bulk waste that accounted for in the current agreement. The new Franchise Agreement reflects this higher bulk waste generation factor. Because of this and a higher bulk waste tipping fee, the disposal element of the residential service rates also increased. Additionally, the new Franchise Agreement would "true up" these generation factors in year two of the agreement based on the quantities of solid waste and bulk waste collected during the first year (with maximum generation factors stated in the agreement).

Other factors reflected in the proposed service rates include the high level of residential service desired by the Town and various contractual provisions that minimize the Town's risk. These include the following:

- Placing the financial responsibility of paying disposal fees on the Contractor based on established generation factors rather than actual tonnage. This provides financial certainty to the Town and places the financial risk of disposing of greater quantities of waste on the Contractor.
- Collection of an unlimited amount of residential solid waste.
- Collection of up to 12 cubic yards of bulk waste per household every other week.
- Collection of all bulk waste during the same week rather than servicing half the Town one week and the other half the following week. This improves community aesthetics, but does not enable the Contractor to maximize vehicle use and efficiency.

The new Franchise Agreement provides the following financial benefits to the Town, which are consistent with the current agreement:

- Reimbursement for cost of the RFP process in the amount of \$49,000. The first \$5,000 will be credited against payment to the Contractor for the first month of service and will represent the Contractor's Franchise Permit Fee for the first year of the Franchise Agreement. The remaining \$44,000 will be credited against the Contractor's monthly invoices in the amount of \$1,000/month for 44 months beginning the second month of the Franchise Agreement.

- Franchise Permit Fee of \$5,000/year. With the exception of the first year of the agreement (paid as noted above), the Contractor shall pay this fee to the Town by October 1 of each year of the Franchise Agreement.
- Commercial Franchise Fee equal to 10% of the commercial service fees charged and collected by the Contractor, which will be remitted monthly to the Town.

Should the Town elect to activate the Disposal Agreement (Exhibit 6 of the Franchise Agreement), the following negotiated fees and revenues would apply:

- Solid waste disposal fee of \$44.00/ton, which would be adjusted annually based on CPI. This is slightly less than the solid waste disposal fee calculated for next year under the current disposal contract of \$44.69/ton. This would result in a reduction in residential and commercial service rates charged under the Franchise Agreement.
- Residential collection service rates could be reduced to \$44.81 for manual services or \$44.90 for automated carted service.
- Four household hazardous waste/e-waste collection events and four drop-off bulk waste collection events annually at no cost to the Town within the Town and two events at the vendor’s facility. This is two more than the current agreement.
- Recycling revenue to the Town is currently de minimis. The Contractor has agreed to pay the Town 100% of all recycling revenues received in excess of \$7,500 per fiscal year.

Attachment 3 compares the FY 2017/18 residential and commercial service rates if the Town continues with the existing disposal agreement versus if the Town executes the Disposal Agreement in Exhibit 6 of the Franchise Agreement with Waste Pro. Residential service rates would be reduced by 8 cents/month and commercial rates would be reduced by 4 cents/cubic yard. The reduction in residential service rates for 2,556 residential units would equate to approximately \$2,454 annually.

Staff Contact:

Keith Poliakoff, Town Attorney
 Sandra Luongo, General Services Manager
 Martin D. Sherwood, Town Financial Administrator

ATTACHMENTS:

Description	Upload Date	Type
Solid Waste Collection and Disposal Resolution - TA Approved	6/22/2017	Resolution
Attachment 1 Financial Proposal Summary	6/26/2017	Backup Material
Attachment 2 Comparison of FY 2011/12, 2016/17, and FY 2017/18 Proposed Rates	6/26/2017	Backup Material
Attachment 3 Comparison for FY 2017/18 Proposed Rates with Existing versus New Disposal Agreement	6/26/2017	Backup Material
Attachement 4 Solid Waste, Recyclables, and Bulk Waste Collection and Disposal Franchise Agreement and Solid Waste Disposal and Recyclables Processing Services Agreement as Exhibit 6	6/26/2017	Backup Material

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RESOLUTION NO. 2017 –

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE SELECTION AND NEGOTIATING COMMITTEE'S RANKING OF WASTEPRO OF FLORIDA, INC. TO PROVIDE THE TOWN'S SOLID WASTE, RECYCLABLES AND BULK WASTE COLLECTION AND DISPOSAL SERVICES; APPROVING A FRANCHISE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND WASTE PRO OF FLORIDA, INC. TO PROVIDE THE TOWN'S SOLID WASTE, RECYCLABLES, AND BULK WASTE COLLECTION AND DISPOSAL SERVICES AND; APPROVING A SOLE SOURCE BACKUP AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND WASTEPRO OF FLORIDA FOR SOLID WASTE DISPOSAL AND RECYCLABLES PROCESSING SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 24, 2012, the Town Council adopted Resolution 2012-50 approving the Collection and Disposal of Solid Waste Franchise Agreement with Southern Waste Systems, Inc.; and;

WHEREAS, the Town's five (5) year agreement with Southern Waste Systems, Inc., is scheduled to expire on September 30, 2017; and

WHEREAS, in preparation for the expiration of this agreement, on February 17, 2017, the Town advertised a Request for Proposals (RFP) seeking a franchise vendor to provide the Town with solid waste, recyclables and bulk waste collection and disposal services; and

WHEREAS, on April 7, 2017 the Town received three (3) responses to its Requests for Proposals for RFP Number 17-003; and

WHEREAS, the Selection Committee met on, April 14, 2017, to evaluate and rank the proposals; and

WHEREAS, after carefully analyzing all the proposals, the Selection Committee ranked Waste Pro of Florida, Inc. as the highest ranked vendor; and

WHEREAS, on April 21, 2017, the Town began contractual negotiations with the highest ranked vendor, Waste Pro of Florida, Inc.; and

WHEREAS, since the Town's agreement for solid waste disposal and recyclables processing services is about to expire, the Town asked if Waste Pro if it would agree to expand the scope of it work to include these services; and

WHEREAS, having one vendor pickup and dispose of the Town's waste simplifies the collection and disposal process, charges one vendor with the responsibility for the entire process, reduces truck traffic, and helps to reduce potential environmental hazards; and

WHEREAS, the Town of Southwest Ranches and Waste Pro of Florida, Inc. desire to enter into a Franchise Agreement for the collection and the disposal of the Town's Solid Waste, Recyclables, and Bulk Waste Collection and Disposal Services and a sole source backup Agreement for Solid Waste Disposal and Recyclables Processing Services; and

WHEREAS, the Town Council has determined that these Agreements are in the best interest of the health, safety, and welfare of its residents;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

Section 1. The above-referenced recitals are true and correct and are incorporated herein by reference.

Section 2. The Town Council hereby approves the Town's Selection Committee's ranking of the respondents to the Town's procurement relating to the provision of Solid Waste, Recyclables and Bulk Waste Collection and Disposal Services as follows:

FIRM RANKING

1. Waste Pro of Florida, Inc
2. World Waste Recycling
3. Gold Medal Services of Florida, LLC

Section 3: The Town Council hereby approves a Franchise Agreement with Waste Pro of Florida, Inc., for the collection and the disposal of the Town's solid waste, recyclables, and bulk waste.

Section 4: The Town Council hereby waves any requirement of the Town's Procurement Code to the contrary, and approves a sole source backup Agreement with Waste Pro of Florida, Inc. , for Solid Waste Disposal and Recyclables Processing Services.

Section 4: The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into the two Agreements with Waste Pro of Florida, Inc. in substantially the same form as that attached hereto as Composite

Exhibit "A", and to make such modifications, additions and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

Section 4. That this Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 29th day of June, 2017 on a motion by Council Member

_____ and seconded by _____.

McKay	_____	Ayes	<u>0</u>
Breitkreuz	_____	Nays	<u>0</u>
Fisikelli	_____	Absent	<u>0</u>
Jablonski	_____	Abstaining	<u>0</u>
Schroeder	_____		

Doug McKay, Mayor

Attest:

Russell Muniz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, J.D., Town Attorney

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ATTACHMENT 1
Town of Southwest Ranches RFP 17-003 Financial Proposal Summary

	Gold Medal Services of FL, LLC	Waste Pro of Florida, Inc.	World Waste Recycling
OPTION 1 (Manual SW Collection)			
Residential Solid Waste Collection (\$/unit/mo)	\$ 25.32	\$ 12.85	\$ 11.25
Residential Recycling Collection (\$/unit/mo)	\$ 7.50	\$ 3.32	\$ 2.75
Residential Bulk Waste Collection (\$/unit/mo)	\$ 18.79	\$ 11.83	\$ 34.00
Residential Collection Subtotal (\$/unit/mo)	\$ 51.61	\$ 28.00	\$ 48.00
Bulk Waste Processing/Disposal (\$/unit/mo)	\$ 8.71	\$ 12.12	\$ 9.95
Solid Waste Disposal (\$/unit/mo, calculated)	\$ 4.68	\$ 4.68	\$ 4.68
Total Residential Collection Service (\$/unit/mo)	\$ 65.00	\$ 44.80	\$ 62.63
Residential Service Annual Total	\$ 1,988,220.00	\$ 1,370,342.40	\$ 1,915,726.44
Commercial Collection (\$/cubic yard)	\$ 4.25	\$ 12.12	\$ 9.90
Commercial Service Annual Total	\$ 157,995.00	\$ 335,876.28	\$ 285,696.36
TOTAL ANNUAL COST	\$ 2,146,215.00	\$ 1,706,218.68	\$ 2,201,422.80

	Gold Medal Services of FL, LLC	Waste Pro of Florida, Inc.	World Waste Recycling
OPTION 2 (Carted SW Collection)			
Residential Solid Waste Collection (\$/unit/mo)	\$ 25.32	\$ 12.94	\$ 12.15
Residential Recycling Collection (\$/unit/mo)	\$ 7.50	\$ 3.32	\$ 2.75
Residential Bulk Waste Collection (\$/unit/mo)	\$ 18.79	\$ 11.83	\$ 34.00
Residential Collection Subtotal (\$/unit/mo)	\$ 51.61	\$ 28.09	\$ 48.90
Bulk Waste Processing/Disposal (\$/unit/mo)	\$ 8.71	\$ 12.12	\$ 9.95
Solid Waste Disposal (\$/unit/mo, calculated)	\$ 4.68	\$ 4.68	\$ 4.68
Total Residential Collection Service (\$/unit/mo)	\$ 65.00	\$ 44.89	\$ 63.53
Residential Service Annual Total	\$ 1,988,220.00	\$ 1,373,095.32	\$ 1,943,255.64
Commercial Collection (\$/cubic yard)	\$ 4.25	\$ 12.12	\$ 9.90
Commercial Service Annual Total	\$ 157,995.00	\$ 335,876.28	\$ 285,696.36
TOTAL ANNUAL COST	\$ 2,146,215.00	\$ 1,708,971.60	\$ 2,228,952.00

ATTACHMENT 2

Town of Southwest Ranches RFP 17-003

COMPARISON OF FY 2011/12, FY 2016/17, AND FY 2017/18 PROPOSED RATES

	FY 2011/12	FY 2016/17	FY 2017/18	
			Option 1 (Manual)	Option 2 (Carted)
Residential Solid Waste Collection (\$/unit/mo)	\$ 14.13	\$ 9.46	\$ 12.85	\$ 12.94
Residential Recycling Collection (\$/unit/mo)	\$ 2.71	\$ 1.66	\$ 3.32	\$ 3.32
Residential Bulk Waste Collection (\$/unit/mo)	\$ 9.75	\$ 3.55	\$ 11.83	\$ 11.83
Residential Collection Subtotal (\$/unit/mo)	\$ 26.59	\$ 14.67	\$ 28.00	\$ 28.09
Bulk Waste Processing/Disposal (\$/unit/mo)	\$ 6.82	\$ 5.39	\$ 12.12	\$ 12.12
Solid Waste Disposal (\$/unit/mo, calculated)	\$ 12.91	\$ 5.51	\$ 4.77	\$ 4.77
Total Residential Collection Service (\$/unit/mo)	\$ 46.32	\$ 25.57	\$ 44.89	\$ 44.98
Commercial Collection (\$/cubic yard)	\$ 8.93	\$ 3.82	\$ 12.12	\$ 12.12
Commercial Disposal (\$/cubic yard, calculated)	\$ 4.54	\$ 2.79	\$ 2.79	\$ 2.79
Total Commercial Collection Service (\$/cubic yard)	\$ 13.47	\$ 6.61	\$ 14.91	\$ 14.91

	FY 2011/12	FY 2016/17	FY 2017/18
Generation Factors			New Franchise Agreement
Residential Solid Waste (tons/unit/year)	2.1348	1.4799	1.28
Residential Bulk Waste (tons/unit/year)	1.8187	2.3075	3.73
Commercial Solid Waste (lbs./cubic yard)	125	125	125

	FY 2012	FY 2017 (July)	FY 2017/18
Tipping Fees (\$/ton)			New Franchise Agreement
Solid Waste*	\$ 72.57	\$ 44.69	\$ 44.69
Bulk Waste	\$ 45.00	\$ 28.03	\$ 39.00

* Solid Waste tipping fee is currently established by separate disposal contract, not by the collection Franchise Agreement.

ATTACHMENT 3
Town of Southwest Ranches RFP 17-003
COMPARISON OF FY 2017/18 PROPOSED RATES
WITH EXISTING VERSUS NEW DISPOSAL AGREEMENT

	FY 2017/18 New Franchise Agreement Existing Disposal Agreement		FY 2017/18 New Franchise Agreement New Disposal Agreement	
	Option 1 (Manual)	Option 2 (Carted)	Option 1 (Manual)	Option 2 (Carted)
Residential Solid Waste Collection (\$/unit/mo)	\$ 12.85	\$ 12.94	\$ 12.85	\$ 12.94
Residential Recycling Collection (\$/unit/mo)	\$ 3.32	\$ 3.32	\$ 3.32	\$ 3.32
Residential Bulk Waste Collection (\$/unit/mo)	\$ 11.83	\$ 11.83	\$ 11.83	\$ 11.83
Residential Collection Subtotal (\$/unit/mo)	\$ 28.00	\$ 28.09	\$ 28.00	\$ 28.09
Bulk Waste Processing/Disposal (\$/unit/mo)	\$ 12.12	\$ 12.12	\$ 12.12	\$ 12.12
Solid Waste Disposal (\$/unit/mo, calculated)	\$ 4.77	\$ 4.77	\$ 4.69	\$ 4.69
Total Residential Collection Service (\$/unit/mo)	\$ 44.89	\$ 44.98	\$ 44.81	\$ 44.90
Commercial Collection (\$/cubic yard)	\$ 12.12	\$ 12.12	\$ 12.12	\$ 12.12
Commercial Disposal (\$/cubic yard, calculated)	\$ 2.79	\$ 2.79	\$ 2.75	\$ 2.75
Total Commercial Collection Service (\$/cubic yard)	\$ 14.91	\$ 14.91	\$ 14.87	\$ 14.87

	FY 2017/18 New Franchise Agreement	FY 2017/18 New Franchise Agreement
Generation Factors		
Residential Solid Waste (tons/unit/year)	1.28	1.28
Residential Bulk Waste (tons/unit/year)	3.73	3.73
Commercial Solid Waste (lbs./cubic yard)	125	125

	FY 2017/18 New Franchise Agreement Existing Disposal Agreement	FY 2017/18 New Franchise Agreement New Disposal Agreement
Tipping Fees (\$/ton)		
Solid Waste	\$ 44.69	\$ 44.00
Bulk Waste	\$ 39.00	\$ 39.00

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**Franchise Agreement
Between
Town of Southwest Ranches
and
Waste Pro of Florida, Inc.**

**SOLID WASTE, RECYCLABLES, AND BULK WASTE
COLLECTION AND DISPOSAL FRANCHISE AGREEMENT**

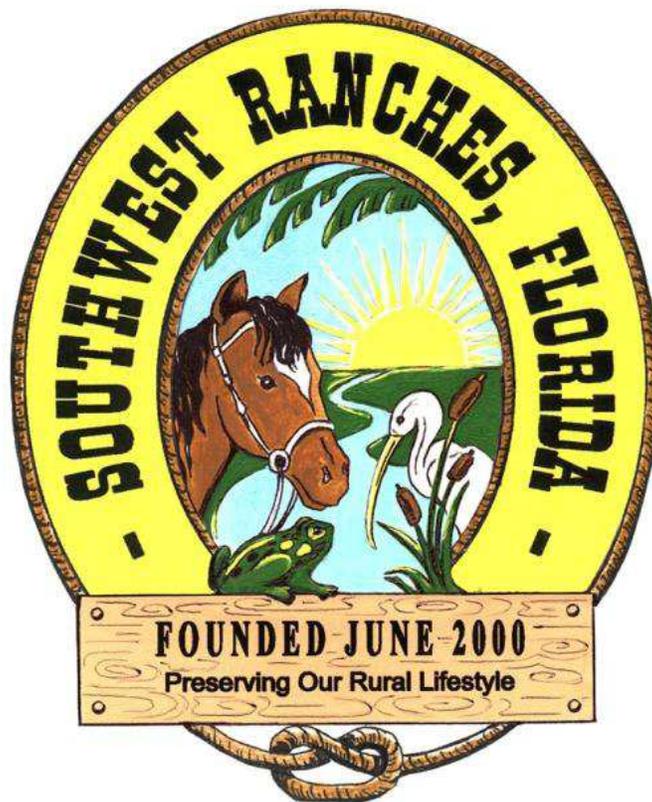


TABLE OF CONTENTS

SECTION 1.	EFFECTIVE DATE, COMMENCEMENT DATE, AND TERM	1
SECTION 2.	DEFINITIONS.....	1
SECTION 3.	GENERAL DESCRIPTION OF CONTRACTOR’S SERVICES	5
SECTION 4.	TRANSITION IN SERVICE	6
SECTION 5.	RESIDENTIAL COLLECTION SERVICE	7
SECTION 6.	RESIDENTIAL COLLECTION CONTAINERS	12
SECTION 7.	RESIDENTIAL NON-COLLECTION PROCEDURES.....	15
SECTION 8.	RESIDENTIAL BULK WASTE PROCESSING	16
SECTION 9.	COMMERCIAL COLLECTION SERVICE	16
SECTION 10.	DESIGNATED FACILITIES	17
SECTION 11.	ADDITIONAL SERVICES	17
SECTION 12.	RESIDENTIAL RATES AND BILLING	18
SECTION 13.	COMMERCIAL RATES AND BILLING	22
SECTION 14.	CHANGE IN LAW	23
SECTION 15.	CONTRACTOR'S PERSONNEL.....	23
SECTION 16.	SPILLAGE AND LITTER.....	23
SECTION 17.	COLLECTION EQUIPMENT	24
SECTION 18.	OFFICE	25
SECTION 19.	SERVICE INQUIRIES, COMPLAINTS, AND PROPERTY DAMAGE	25
SECTION 20.	RECORDKEEPING AND REPORTING.....	26
SECTION 21.	LIQUIDATED DAMAGES.....	29
SECTION 22.	EMERGENCY SERVICE PROVISIONS.....	31
SECTION 23.	PERFORMANCE BOND.....	32
SECTION 24.	INSURANCE	32
SECTION 25.	INDEMNIFICATION OF TOWN	34
SECTION 26.	POINT OF CONTACT	35
SECTION 27.	NOTICE	35
SECTION 28.	TERMINATION OF CONTRACT	36
SECTION 29.	MODIFICATIONS TO THE CONTRACT	38
SECTION 30.	PERMITS AND LICENSES	38

SECTION 31.	INDEPENDENCE OF CONTRACT	38
SECTION 32.	FORCE MAJEURE	38
SECTION 33.	EMPLOYEE STATUS.....	39
SECTION 34.	EQUAL OPPORTUNITY EMPLOYMENT	39
SECTION 35.	MEDIATION	39
SECTION 36.	RIGHT TO REQUIRE PERFORMANCE.....	40
SECTION 37.	GOVERNING LAW	40
SECTION 38.	CONSENT TO JURISDICTION	40
SECTION 39.	LITIGATION	40
SECTION 40.	COMPLIANCE WITH LAWS.....	40
SECTION 41.	SEVERABILITY	40
SECTION 42.	ASSIGNMENT AND SUBCONTRACTING	40
SECTION 43.	MODIFICATIONS.....	41
SECTION 44.	LEGAL REPRESENTATION	41
SECTION 45.	FUND APPROPRIATION	41
SECTION 46.	PUBLIC ENTITY CRIME	42
SECTION 47.	FINANCIAL INTEREST.....	42
SECTION 48.	ALL PRIOR AGREEMENTS SUPERSEDED	42
SECTION 49.	HEADINGS	42
SECTION 50.	EXHIBITS	42
SECTION 51.	MOST FAVORED NATIONS PROVISION	42
SECTION 52.	AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLES PROCESSING SERVICES....	43
EXHIBIT 1	RESIDENTIAL COLLECTION AND DISPOSAL SERVICE RATES	
EXHIBIT 2	COMMERCIAL COLLECTION AND DISPOSAL SERVICE RATES	
EXHIBIT 3	NOT-TO-EXCEED COMMERCIAL RECYCLING SERVICE RATES	
EXHIBIT 4	SAMPLE CALCULATION OF ANNUAL RATE ADJUSTMENTS	
EXHIBIT 5	TECHNICAL SPECIFICATIONS FOR ROLL CARTS	

SOLID WASTE, RECYCLABLES, AND BULK WASTE COLLECTION AND DISPOSAL FRANCHISE AGREEMENT

Town of Southwest Ranches, Florida

This Contract is made and entered into this _____ day of _____, 2017, between the Town of Southwest Ranches, a municipal corporation of the State of Florida, Broward County, Florida, hereinafter referred to as "TOWN," and Waste Pro of Florida, Inc. authorized to do business in the State of Florida, hereinafter referred to as "CONTRACTOR."

Now, therefore, in consideration of the mutual covenants, agreements and consideration contained herein, the TOWN and CONTRACTOR hereby agree as hereinafter set forth:

SECTION 1. EFFECTIVE DATE, COMMENCEMENT DATE, AND TERM

- A. Effective and Commencement Dates. The Effective Date of this Contract is the date this Contract is executed and signed by both the TOWN and CONTRACTOR. The Commencement Date is the date that Collection services required pursuant to this Contract commence, or October 1, 2017.
- B. Initial Term. The term of this Contract shall be for a five (5) year period beginning on the Commencement Date, October 1, 2017, and terminating September 30, 2022.
- C. Renewal Option. This Contract shall automatically renew for one (1) additional five (5) year period unless either party provides the other party with written notice of non-renewal at least one (1) year prior to the conclusion of the first Contract term.

SECTION 2. DEFINITIONS

For the purpose of this Solid Waste, Recyclables, and Bulk Waste Collection and Disposal Franchise Agreement, hereinafter referred to as "Contract," 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 "Solid Waste Ordinance" as contained in the TOWN Code shall control. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender shall include the feminine gender. The word "shall" is always mandatory and not merely discretionary.

- A. Biohazardous or Biomedical Waste means any waste that may cause disease or reasonably be suspected of harboring pathogenic organisms, including waste resulting from the operation of medical clinics, hospitals, and other facilities processing waste that may consist of, but are not limited to, human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, sharps, contaminated clothing, and surgical gloves.
- B. Bulk Trash means those wastes that may require special handling and management and which by reason of bulk, shape, or weight cannot be placed in a Container. Bulk Trash includes, but is not limited to, furniture and fixtures, mattresses, White Goods, equipment, and any and all household goods that are customary to ordinary housekeeping operations of a Residential Service Unit. Bulk Trash must be generated by the customer at the Residential Service Unit at

- which the Bulk Trash is placed for Collection. Bulk Trash does not include Construction and Demolition Debris, Contractor-Generated Waste, or Exempt Waste.
- C. Bulk Waste means the combination of Bulk Trash and Yard Trash. Bulk Waste must be generated by the customer at the Residential Service Unit at which it is placed for Collection. Bulk Waste does not include Construction and Demolition Debris, Contractor-Generated Waste, or Exempt Waste.
- D. Business(es) means all retail, professional, wholesale, agricultural, industrial facility, or any other commercial enterprises offering goods or services to the public or other businesses; any church, synagogue, mosque, or other house of worship; and any schools or other institutions.
- E. Certificate of Occupancy means a document produced by the Town certifying that a newly constructed building has been constructed in compliance with Town specifications and Florida Building Code, and is suitable for use.
- F. Collection means the process whereby Solid Waste, Recyclable Materials, or Bulk Waste is removed and transported to the facilities designated in this Contract.
- G. Commencement Date means the date Collection services pursuant to this Contract commence, or October 1, 2017.
- H. Commercial Collection Service means the Collection of Solid Waste from all Commercial Customers in the Service Area, with the method of service delivery being standard loose trash Dumpster service, Roll-off Container service, and Compactor services of all types, and the delivery of that Solid Waste to the Designated Disposal Facility. Commercial Collection Service does not include collection of Construction and Demolition Debris.
- I. Commercial Customers means the Businesses that receive Collection services pursuant to this Contract.
- J. Compactor means any container that has a compaction mechanism, whether stationary or mobile.
- K. Construction and Demolition Debris or C&D Debris means discarded materials generally considered to be not water-soluble and nonhazardous in nature, including, but not limited to, steel, 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.
- L. Container means any container intended for Collection.
- M. Contract means this franchise agreement, including all attachments and amendments thereto, between the TOWN and the CONTRACTOR, governing the provision of services as provided herein.
- N. Contract Administrator means the person designated by the Town Administrator to administer and monitor the provisions of this Contract.

- O. Contract Year means the time from the Commencement Date through September 30, 2018 and each year thereafter during the term of the Contract.
- P. CONTRACTOR means that person or entity that has obtained from the TOWN a Contract to provide the services set forth herein.
- Q. Contractor-Generated Waste means Bulk Trash and/or Yard Trash generated by builders, building contractors, privately employed tree trimmers and tree surgeons, landscape services, lawn or yard maintenance services, and nurseries.
- R. County means Broward County, Florida.
- S. Designated Disposal Facility means the disposal facility designated by the TOWN.
- T. Designated Materials Recovery Facility or Designated MRF means the facility designated by the TOWN for delivery of all Residential Recyclable Materials collected pursuant to this Contract.
- U. Dumpster means any metal container, with a capacity of two (2) or more cubic yards, designed or intended to be mechanically dumped into a loader packer type garbage truck.
- V. Effective Date means the date this Contract is executed by both the TOWN and CONTRACTOR.
- W. Exempt Waste means Biohazardous or Biomedical Waste, Hazardous Waste, Sludge, tree parts or lumber that is more than four (4) feet in length in its longest dimension, automobiles, 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 Council, Contractor-Generated Waste, and those other materials whose size and/or weight are in excess of that allowed for Bulk Waste as defined herein.
- X. Hazardous Waste means any solid waste that is defined as a hazardous waste by the Florida Department of Environmental Protection in the State of Florida Administrative Code, or by any current or future federal, state, or local law.
- Y. Holiday means a designated holiday on which the CONTRACTOR shall not be required to provide Residential Collection Service or Commercial Collection Service or to maintain office hours. For the purposes of this Contract, Holiday shall only mean Christmas Day unless additional Holidays are approved by the Contract Administrator.
- Z. Non-Collection Notice means a durable tag, sign, and/or sticker placed on any Container or waste that has been set out for Collection by a customer but is not collectable in accordance with the provisions of this Contract and, therefore, has not been collected by the CONTRACTOR.
- AA. Recyclable Materials or Recyclables means those materials that are capable of being recycled and which would otherwise be processed or disposed of as Residential Solid Waste. Recyclable Materials include newspapers (including inserts), corrugated cardboard, mixed paper (including brown paper bags, magazines, phonebooks, junk mail, white and colored paper, shredded paper in a bag, and paperboard), aluminum cans, plastic containers and bottles marked with SPI codes 1-7, glass bottles and jars, tin and ferrous cans, poly-coated cartons, and other materials added by the TOWN.

- BB. Recycling Bin means a rigid rectangular receptacle made of plastic or other suitable substance of no less than eighteen (18) gallons for the Collection of Recyclable Materials.
- CC. Residence means any individual living unit in a single-family structure or building intended for, or capable of being utilized for, residential living. For the purposes of this Contract, the term Residence shall include a living unit that adjoins or is part of a building from which a duly licensed Business is conducted or operated.
- DD. Residential Collection Service means the Collection of Residential Waste from all Residential Service Units in the Service Area and the delivery of such materials to the facilities designated in this Contract.
- EE. Residential Customer means the occupant of the Residential Service Unit that receives Collection services pursuant to this Contract.
- FF. Residential Service Unit means any Residence receiving Residential Collection Service pursuant to this Contract.
- GG. Residential Waste means Solid Waste, Bulk Waste, and Recyclable Materials generated by Residential Customers.
- HH. Roll Cart means a wheeled container designed and intended to be used for automated or semi-automated Collection of Solid Waste and/or Recyclable Materials that is a type and size approved by the Town.
- II. Roll-off Container means any open-top Container of a capacity of ten (10) cubic yards or more.
- JJ. Service Area means the municipal limits of the TOWN.
- KK. Sludge means 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.
- LL. Solid Waste means garbage, rubbish, refuse, trash, or other similar discarded material resulting from domestic, industrial, commercial, agricultural, or governmental operations. For the purposes of this Contract, the only things Solid Waste excludes are Recyclable Materials, Exempt Waste, and Residential Bulk Waste.
- MM. TOWN means the Town of Southwest Ranches, Florida.
- NN. Town Council or Council means the governing body of the Town of Southwest Ranches, Florida.
- OO. White Goods means inoperative and discarded refrigerators, ranges, water heaters, freezers, and other similar domestic appliances. White Goods must be generated by the customer at the Residential Service Unit at which the White Goods are placed for Collection.

- PP. Work Day means any day, Monday through Saturday, which is not a Holiday as set forth in this Contract.
- QQ. Yard Trash means any vegetative matter resulting from normal yard and landscaping maintenance that is not more than four (4) feet in its longest dimension. Yard Trash must be generated by the customer at the Residential Service Unit at which the Yard Trash is placed for Collection. Yard Trash includes Christmas trees, but does not include Contractor-Generated Waste or Exempt Waste.

SECTION 3. GENERAL DESCRIPTION OF CONTRACTOR'S SERVICES

- A. Exclusive Contract. The CONTRACTOR is herein granted an exclusive Contract to provide Residential Collection Service and Commercial Collection Service within the TOWN. The CONTRACTOR is not granted the exclusive right to collect C&D Debris. The CONTRACTOR may provide C&D Debris collection services at competitive rates that shall not be controlled by this Contract.
- B. Services to be Provided. The CONTRACTOR shall provide Residential Collection Service to all Residential Service Units within the Service Area and Commercial Collection Service to all Commercial Customers within the Service Area. The CONTRACTOR shall transport and deliver all Solid Waste, Recyclable Materials, and Bulk Waste collected pursuant to this Contract to the facilities designated herein. CONTRACTOR agrees and understands that the Residential Bulk Waste is not required to be containerized in cans or plastic bags. CONTRACTOR further agrees and understands that CONTRACTOR is responsible for collecting any Residential Waste that has spilled or is no longer containerized, unless such spillage is clearly not caused by the CONTRACTOR or an employee of the CONTRACTOR.
- C. Commercial Recyclables. CONTRACTOR shall provide Collection of Recyclables from Commercial Customers upon request.
- D. Exempt Waste. The CONTRACTOR shall not be required to collect or dispose of Exempt Waste, but may offer such services. All such collection and disposal of Exempt Waste are not regulated under this Contract, but if provided by the CONTRACTOR shall be in strict compliance with all federal, state, and local laws and regulations.
- E. Responsibility for Billing. The TOWN shall be responsible for the billing and collection of payments for Residential Collection Service. The CONTRACTOR shall be responsible for the billing and collection of payments for providing and servicing extra Residential Roll Carts, special collection services requested and provided to Residential Customers as outlined in Section 5.D of this Contract, and Commercial Collection Service.
- F. Payment for Disposal. The CONTRACTOR shall be responsible for making payment to the Designated Disposal Facility for the disposal of all Solid Waste collected pursuant to this Contract, and shall provide documentation of such payment to the TOWN. If the Designated Disposal Facility requires that a payment bond be posted for disposal of Solid Waste collected pursuant to this Contract, the CONTRACTOR shall be responsible for posting such payment bond.

SECTION 4. TRANSITION IN SERVICE

- A. Transition Prior to Commencement Date of Service. The CONTRACTOR is responsible for providing a smooth transition in services to minimize inconvenience to Residential Customers or Commercial Customers. To accomplish this objective, the CONTRACTOR shall submit to the Contract Administrator, prior to the TOWN's execution of this Contract, a Transition Plan that provides a detailed description of how the CONTRACTOR will plan and prepare for initiating Collection services on the Commencement Date. The Transition Plan must meet the approval of the Contract Administrator. If the Contract Administrator does not approve any part of the Transition Plan, CONTRACTOR shall provide a revised proposed Transition Plan within five (5) Work Days of notification. At a minimum, the CONTRACTOR must address the specific performance requirements listed below in the Transition Plan and accomplish them according to deadlines specified in the TOWN-approved plan. This list is not intended to identify all necessary tasks to be performed by the CONTRACTOR, but to provide a springboard for the CONTRACTOR to develop a comprehensive Transition Plan.
- (1) **Contact List:** List of key transition personnel including, but not limited to, service transition project manager, education and outreach coordinator, and operations director (or similarly titled positions).
 - (2) **Transition Meeting and Call Schedules:** Proposed meeting and call schedules including, but not limited to, meetings with the Contract Administrator, Town staff, and outgoing contractor leading up to the Commencement Date.
 - (3) **Office:** Schedule for setting up an office, installing local telephone number routed to the office, and training staff to begin receiving calls.
 - (4) **Fleet:** Schedule for ensuring that all vehicles are street legal (registered, insured, licensed, and tagged) and providing a vehicle/equipment list and route summary to the Contract Administrator. For all new purchases, CONTRACTOR shall provide a list of vehicles, manufacturer, purchase order, and documentation of anticipated delivery date.
 - (5) **Recycling Cart Replacement:** Schedule for Recycling Cart swaps including plan for receiving swap requests, initiating exchanges, and maintaining asset management database.
 - (6) **Education and Outreach:** Schedule for developing, producing, and delivering the following education and outreach materials: video for placement on TOWN website, two flyers, postcard mailer, door hanger, magnet, and information packet to be attached to Roll Carts when delivered to Residential Customers. Schedule for designing and conducting a residential recycling survey. All education and outreach material is subject to approval by the Contract Administrator prior to production and distribution.
 - (7) **Staffing and Training:** Schedule for obtaining necessary labor and training staff on equipment and routes.
 - (8) **Commercial Containers:** Schedule for purchasing Containers and removing/replacing all commercial Containers owned by outgoing contractor.

- (9) Routing: Schedule for developing Solid Waste, Recyclables, and Bulk Waste routes, identifying obstacles such as low trees and overhead wires, and conducting dry-runs of collection routes.
- B. Transition Prior to Expiration of this Contract.
- (1) Should the TOWN choose not to exercise the renewal option of this Contract or should no renewal options remain, the TOWN anticipates awarding a new contract at least six (6) months prior to the expiration of this Contract or any subsequent renewals. In the event a new contract has not been awarded within such time frame, the CONTRACTOR agrees to provide service to the TOWN for up to an additional one hundred and eighty (180) day period beyond the expiration of the Contract, provided the TOWN requests said services, in writing, at such time. The service rates for this additional period will be adjusted as they normally would on October 1 as specified in Sections 12 and 13 of this Contract.
 - (2) At the expiration of this Contract, the CONTRACTOR shall work with the TOWN and the newly selected hauler to ensure a smooth transition period with no interruption of service, including, but not limited to, compliance with the following performance requirements:
 - (a) Six (6) months prior to Contract expiration, provide the Contract Administrator with a Commercial Container inventory, in a format acceptable to the TOWN, that includes for each Container its location (street address), capacity, identification number, collection frequency, customer name, and customer contact information.
 - (b) Attend coordination meetings with the TOWN and newly selected hauler, as requested.
 - (c) Work with the newly selected hauler to develop a mutually agreeable schedule for removal of CONTRACTOR-owned Containers and placement of newly selected hauler's containers. The schedule shall ensure no interruption in solid waste services.
 - (d) Allow the newly selected hauler to purchase, or rent for up to ninety (90) days, CONTRACTOR-owned Containers from the CONTRACTOR. The purchase price and/or rental shall be negotiated.
 - (3) The TOWN reserves the right to withhold payment to CONTRACTOR for the final month of service until CONTRACTOR has complied with all requirements of this Section.

SECTION 5. RESIDENTIAL COLLECTION SERVICE

- A. Residential Solid Waste Collection.
- (1) The CONTRACTOR shall provide Residential Solid Waste Collection to all Residential Service Units in the Service Area two (2) times per week with not less than forty-eight (48) hours or more than seventy-two (72) hours between regularly scheduled pickup days, with the exception of Holidays as set forth herein. To the greatest extent possible,

CONTRACTOR shall maintain the existing collection schedule, unless a modification is approved by the Contract Administrator.

- (2) All Residential Solid Waste shall be properly containerized. All Solid Waste is to be placed in customer-provided containers or non-dissolvable plastic garbage bags with a capacity of not more than forty (40) gallons and weighing not more than fifty (50) pounds. If the Town decides to implement carted Collection of Solid Waste, all Solid Waste is to be placed in CONTRACTOR-provided Roll Carts. Residential Customers may request the CONTRACTOR to provide and service additional Solid Waste Roll Carts as specified in Section 6.B(4) of this Contract.
- (3) Hours: Residential Collection Service shall be provided commencing no earlier than 7:00 a.m. and terminating no later than 7:00 p.m. The hours and days of Collection may be extended due to extraordinary circumstances or conditions, with the prior written consent of the Contract Administrator.

B. Residential Bulk Waste Collection.

- (1) The CONTRACTOR shall provide Residential Bulk Waste Collection, consisting of Yard Trash and Bulk Trash, to all Residential Service Units in the Service Area, which shall be divided into six (6) service zones, as approved by the Contract Administrator, with three (3) service zones alternating collection service every other week, to occur on the first day of the week that a Residential Service Unit receives Solid Waste Collection service, unless otherwise approved in writing by the Contract Administrator. Collection is limited to twelve (12) cubic yards per set-out. In a few locations where space is limited (such as cul-de-sacs), one or more Residential Customers may combine their Bulk Waste into a single large pile. The TOWN will work with the residents and CONTRACTOR to identify these locations.
- (2) In the event that Bulk Waste exceeds the twelve (12) cubic yard limit, the CONTRACTOR will treat this as a special collection service in accordance with Section 5.D(4).
- (3) The CONTRACTOR may collect Bulk Trash and Yard Trash in the same vehicle or in separate vehicles, but shall collect such material in such a way that Yard Trash can be separated for recycling. Residents are asked to place non-containerized Yard Trash separate from Bulk Trash into an unobstructed pile so as to permit the CONTRACTOR to collect such Yard Trash with a grapple or clam truck, although at times hand collection, or an alternative method of collection, may be required. Collection of Yard Trash using a grapple or clam truck shall be on the same Collection day as Collection of Bulk Trash. Collection of Bulk Trash shall use a grapple or clam truck, although at times hand collection, or an alternative method of collection, may be required.
- (4) The CONTRACTOR shall collect White Goods so that they can be recycled. Residents are asked to place White Goods adjacent to other Bulk Trash but separate so as not to be obstructed. Even if residents fail to separate their White Goods, CONTRACTOR shall still utilize its best efforts to recycle comingled White Goods collected.

C. Residential Recyclables Collection.

- (1) The CONTRACTOR shall provide Residential Recyclables Collection to all Residential Service Units in the Service Area. This service shall be provided once every week on a scheduled route basis on the first day of the week that a Residential Service Unit receives Residential Solid Waste Collection, unless otherwise approved in writing by the Contract Administrator.
- (2) Residential Recyclables shall be collected in a single stream, meaning that paper and commingled containers may be placed in the same Roll Cart. All Recyclables are to be placed in Roll Carts. Residential Customers may request the CONTRACTOR to provide and service additional Recycling Roll Carts as specified in Section 6.C(2) of this Contract.
- (3) Upon thirty (30) days written notice to the CONTRACTOR, the TOWN may add or delete the types of items included as Recyclable Materials. The addition of items shall be at no additional cost to the TOWN unless the CONTRACTOR can document that the addition of such items substantially impacts the cost of providing Residential Collection Service.

D. Residential Special Collection Service.

- (1) For an additional fee, Residential Customers may request special collection service from the CONTRACTOR that exceeds the base-level services outlined herein. CONTRACTOR shall be responsible for invoicing and collecting payment from Residential Customers for special collection services outlined in this section in accordance with the fee schedule set forth in Exhibit 1. The TOWN is not liable for a Residential Customer's failure to remit payment to CONTRACTOR for any special collection service provided.
- (2) Solid Waste Collection on unscheduled day. Upon request by a Residential Customer and after approval by the Residential Customer of the service fee, CONTRACTOR shall collect Residential Solid Waste on an unscheduled day, provided it is one of CONTRACTOR's scheduled days within the TOWN. CONTRACTOR may charge the Residential Customer seeking an off-day Residential Solid Waste Collection an additional amount not to exceed the fee schedule set forth in Exhibit 1.
- (3) Bulk Waste Collection on unscheduled day. Upon request by a Residential Customer and after approval by the Residential Customer of the service fee, CONTRACTOR shall collect Bulk Waste on an unscheduled day. CONTRACTOR may charge Residential Customers seeking off-day Residential Bulk Waste Collection an amount not to exceed the Bulk Waste fee schedule set forth in Exhibit 1.
- (4) Bulk Waste in excess of twelve (12) cubic yard limit. If a Residential Customer places more than twelve (12) cubic yards of Bulk Waste curbside for Collection, the CONTRACTOR shall collect all Bulk Waste and shall automatically invoice the Residential Customer for the amount of Bulk Waste exceeding the twelve (12) cubic yard limit in accordance with the fee schedule set forth in Exhibit 1. CONTRACTOR shall take digital photographs of the entire pile prior to Collection to document the size of the Bulk Waste pile. At a minimum, photographs should be taken from all four (4) sides of the pile. If the Residential Customer fails to remit payment within thirty (30) calendar days, the Town shall bring the non-payment before its Special Master in accordance with its Code Enforcement procedures. If the amount owed to CONTRACTOR is collected, it shall

be tendered to CONTRACTOR within thirty (30) days from the receipt of same. The TOWN is not responsible for any uncollected amounts.

- (5) At the end of each Work Day, the CONTRACTOR shall notify the Contract Administrator of arrangements for any residential special collection service and any occurrences of Bulk Waste exceeding the twelve (12) cubic yard limit, whether or not the excess Bulk Waste was collected. Such notification shall include the customer name and address, service provided, amount of Bulk Waste collected and amount not collected if applicable, any digital photographs taken, and any amount charged to the Residential Customer.
- E. No Mixing of Residential Materials.
- (1) The CONTRACTOR shall collect Residential Solid Waste, Bulk Waste, and Recyclable Materials generated in the TOWN separate from any Solid Waste, Bulk Waste, or Recyclable Materials generated in another jurisdiction.
 - (2) The CONTRACTOR shall not commingle Residential Recyclable Materials with other Residential or Commercial Waste.
- F. Side or Back Door Collection. Notwithstanding any term or definition set forth in this Contract, side or back door Collection of Residential Solid Waste and Residential Recyclable Materials from a Residential Service Unit shall be required if all adult occupants residing therein are disabled and if a request for side or back door Collection has been made to, and approved by, the Contract Administrator in the manner required by TOWN. The Contract Administrator shall notify the CONTRACTOR in writing of any customers requiring side or back door Collection. No additional monies shall be due to the CONTRACTOR for the provision of side or back door Collection to disabled Residential Customers.
- G. Hours. Residential Collection Service shall be provided Monday through Saturday, commencing no earlier than 7:00 a.m. and terminating no later than 7:00 p.m., with no service on Sunday. The hours and/or days of Collection may be extended due to extraordinary circumstances or conditions, with the prior consent of the Contract Administrator.
- H. Holidays. In the event a Residential Customer's normal Collection day falls on Christmas day, Collection shall occur on the Residential Customer's next regularly scheduled Collection day.
- I. Accessibility. All properly prepared Residential Containers, including Roll Carts, shall be placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by the CONTRACTOR and customer, that will provide safe and efficient accessibility to the CONTRACTOR'S collection crew and vehicle. When possible, CONTRACTOR shall work to ensure that Containers, including Roll Carts, are placed in an upright position within three (3) feet of the curb, swale, roadway, or other such location agreed to by the CONTRACTOR and customer, that will help to ensure that no Container or Roll Cart impedes, alters, or prevents the vehicular traffic. In certain instances, properly prepared Residential Waste may be placed in driveway turnout areas to avoid placing it in the traveled roadway. The CONTRACTOR shall report monthly to the Contract Administrator all situations that prevent or hinder Collection on any premises.

J. Manner of Collection.

- (1) The CONTRACTOR shall provide Residential Collection Service with as little noise and disturbance as possible.
- (2) CONTRACTOR's employees shall completely empty any Container without obstructing alleys, roadways, driveways, sidewalks, or mail boxes. Roll Carts shall be placed in an upright position with the lid closed. Containers with unattached lids shall be placed either in an upright position with the lid set on top or in an inverted position with the lid placed underneath to help prevent the lid from flying away or if that is impractical directly behind the Container.
- (3) CONTRACTOR'S employees shall follow the regular walk for pedestrians while on private property. No trespassing by CONTRACTOR'S employees will be permitted or crossing property to the adjoining premises unless the occupant or owner of both properties has given permission. Care shall be taken to prevent damage to property, including flowers, shrubs, and other plantings. CONTRACTOR is responsible for repairs to all damaged property.
- (4) CONTRACTOR's Collection vehicles shall remain on the right-hand side of the road when providing Residential Collection Service on two-way streets. At no time shall collection crews cross to the opposite side of the street to retrieve Containers, Roll Carts, or materials that have been set out for Collection. In situations where it is impossible or difficult to turn around to serve a location from the right side of the vehicle, then left-side service is permitted, but only in a manner that ensures the safety of residents and collection workers and only when approved by the Contract Administrator. At no time shall collection workers use the riding steps when the vehicle is backing up, exceeding 10 miles per hour, or traveling more than 0.2 miles.

K. Spillage. The CONTRACTOR shall clean up any Residential Solid Waste spilled from a Container by the CONTRACTOR or its employees or Residential Bulk Waste spilled or scattered by the CONTRACTOR or its employees prior to proceeding to the next customer, if reasonably possible, but in no event prior to the end of that pick up day. Care shall be taken by CONTRACTOR'S employees to prevent damage to Containers by unnecessary rough treatment.

L. Routes and Schedules. The CONTRACTOR shall provide the Contract Administrator with schedules for all Residential Collection Service routes in accordance with the Transition Plan and shall keep such information current at all times. If any changes in the Collection routes occur, the Contract Administrator shall be immediately notified in writing. No permanent change in routes or schedules that will alter the days of Residential Waste Collection may be made without the prior written consent of the Contract Administrator. In the event a permanent change in routes or schedules that will alter the days of Residential Waste Collection is approved by the Contract Administrator, the CONTRACTOR shall immediately notify the affected Residential Customers, in writing or other manner as approved by the Contract Administrator, not less than two (2) weeks prior to the change.

SECTION 6. RESIDENTIAL COLLECTION CONTAINERS

- A. Customer-Provided Containers. CONTRACTOR shall provide a Residential Customer with a twenty-five dollar (\$25.00) payment within five (5) Work Days of being notified by a Residential Customer or the TOWN that CONTRACTOR or its employees destroyed the customer's non-TOWN supplied Container. Alternatively and with prior approval by the Residential Customer, CONTRACTOR can replace the Residential Customer's Container with a Container of comparable size and quality. CONTRACTOR is not responsible for a replacement Container if it can satisfactorily prove to the Contract Administrator that CONTRACTOR or its employees did not damage the customer's Container. Prior to payment or replacement of the Container, the Residential Customer shall give CONTRACTOR their damaged Container for disposal.
- B. Purchase and Distribution of Solid Waste Roll Carts. If during the term of this Agreement, the TOWN chooses to implement carted Collection of Solid Waste, and if such carted Collection of Solid Waste is approved by the CONTRACTOR, this section shall apply.
- (1) Within one hundred and twenty days of the TOWN'S decision to implement carted Collection of Solid Waste, CONTRACTOR shall deliver one (1) Solid Waste Roll Cart to each Residential Customer within the Service Area. After the roll-out, CONTRACTOR shall deliver Solid Waste Roll Carts within five (5) Work Days of notification of a new Residential Customer. Roll Carts must meet the technical specifications provided in Exhibit 5 and be approved by the Contract Administrator. Roll carts shall be delivered with information attached pursuant to Section 11.C.
 - (2) The standard Solid Waste Roll Cart shall be ninety-five (95) gallons or similar in size. However, CONTRACTOR shall make sixty-five (65) gallon (or similar in size) Solid Waste Roll Carts available upon request by a Residential Customer. Prior to assembly and distribution of Solid Waste Roll Carts, CONTRACTOR may conduct a survey of Residential Customers to determine which size Solid Waste Roll Cart they prefer. If CONTRACTOR plans to conduct such a survey, the details of such survey shall be included in the Transition Plan and the survey and method of collection of survey data must be approved by the TOWN in advance of its distribution.
 - (3) Upon request by a Residential Customer, CONTRACTOR shall exchange a Solid Waste Roll Cart with an alternatively-sized Roll Cart within five (5) Work Days of request for such exchange by the customer or TOWN. CONTRACTOR shall provide one (1) Solid Waste Roll Cart exchange per Residential Customer during the initial Contract term at no charge to the customer or the TOWN. Should a Residential Customer request additional exchanges, CONTRACTOR may charge the Residential Customer no more than thirty-five dollars (\$35) per Roll Cart that is exchanged. CONTRACTOR shall track and report exchanges in the asset management database specified in Subsection E below.
 - (4) Upon request by a Residential Customer, CONTRACTOR shall provide more than one (1) Solid Waste Roll Cart to accommodate extra materials. CONTRACTOR shall charge Residential Customer for each extra Solid Waste Roll Cart in accordance with Exhibit 1. CONTRACTOR shall provide additional Solid Waste Roll Carts within five (5) Work Days of request by a Residential Customer or the TOWN. CONTRACTOR shall record all extra Solid Waste Roll Carts delivered to Residential Customers in the asset management

database and report them monthly to the Contract Administrator. In the event that a Residential Customer desires the Collection of the extra Solid Waste Roll Cart(s), CONTRACTOR shall issue an annual invoice for the Collection that shall be paid directly by the Residential Customer to CONTRACTOR in accordance with the rate schedule provided in Exhibit 1. Such annual invoice shall be prorated based upon the 1st day of the month that Collection commences, and it shall be based upon a calendar year. CONTRACTOR shall send all renewal invoices to the Residential Customers in December of each calendar year. CONTRACTOR shall not be required to collect any extra Solid Waste Roll Cart(s) unless it has been paid to collect same. Residential Customer may cancel its extra Solid Waste Roll Cart(s) Collection at any time, but such cancellation shall only go into effect the next calendar year. Residential Customers who cancel their extra Collection shall not receive a proration for services, nor shall they be able to seek a credit for failure to utilize this service. The TOWN is not liable or responsible for any payment to CONTRACTOR for the failure of payment by a Residential Customer, or for CONTRACTOR's collection of such extra waste.

- (5) If the Town elects to transition to carted Collection of Solid Waste, and if CONTRACTOR approves such transition, within thirty (30) days of such election, CONTRACTOR shall provide a transition plan to the Contract Administrator, which is subject to the approval of the Contract Administrator. The transition plan shall include the information specified below:
 - (a) Cart Procurement: Schedule for purchase and manufacturing of CONTRACTOR-provided Roll Carts for Residential Collection Service including artwork approval by TOWN and prototype delivery. The TOWN retains the right to require acceptable documentation including, but not limited to, purchase orders, delivery schedules, and receipts of payment.
 - (b) Cart Assembly and Distribution (A&D): Schedule for Roll Cart A&D including cart shipment dates, days and hours of operations, and completion of A&D. All Roll Carts shall be delivered to all customers at least two (2) weeks prior to the Commencement Date. An A&D plan shall also be included two (2) weeks prior to the Commencement date identifying A&D contractor, if applicable, and contact information, staging areas, A&D route schedule, number of crews, expected number of carts delivered per crew per day, method of assigning carts to addresses, data points to be collected at time of A&D, and upload frequency of data into central A&D database. CONTRACTOR shall provide a list matching the serial number of each Roll Cart to the specific address to which each Roll Cart has been assigned. After delivery, residents may affix their names and property address onto their assigned Roll Cart.
 - (c) Cart Swaps: Schedule for Roll Cart swaps, including plan for receiving swap requests, initiating exchanges, and maintaining asset management database.

C. Purchase and Distribution of Recycling Carts.

- (1) Residential Customers shall retain Recycling Roll Carts utilized during the previous collection contract. Prior to the Commencement Date, the CONTRACTOR shall ensure that all Residential Customers desiring Recycling Roll Carts are provided such. Recycling

Roll Carts shall be of a similar size and quality as those currently in use, meet the technical specifications provided in Exhibit 5, and be approved by the Contract Administrator. The CONTRACTOR shall purchase and provide Recycling Roll Carts to all new Residential Customers within five (5) Work Days of notification of a new Residential Customer.

- (2) Upon request by a Residential Customer, CONTRACTOR shall provide more than one (1) Recycling Roll Cart to accommodate extra recyclable materials. CONTRACTOR shall charge Residential Customer for the extra Recycling Roll Cart in accordance with Exhibit 1. CONTRACTOR shall provide additional Recycling Roll Carts within five (5) Work Days of request by a Residential Customer or the TOWN. CONTRACTOR shall record all extra Recycling Roll Carts delivered to Residential Customers in the asset management database and report them monthly to the Contract Administrator. Additional Recycling Roll Carts shall be collected at no additional cost to the Residential Customer or the TOWN.

D. Repair and Replacement of Solid Waste and Recycling Roll Carts.

- (1) CONTRACTOR shall maintain a sufficient inventory of Solid Waste (if this option is ever selected) and Recycling Roll Carts to be able to deliver new or replacement Roll Carts of the requested size within five (5) Work Days of receiving request.
- (2) CONTRACTOR shall repair or replace a Roll Cart within five (5) Work Days of receiving notice from the TOWN or customer of the need for repair, or if identified unserviceable by CONTRACTOR.
- (3) Any Roll Carts damaged by the CONTRACTOR, including extra Roll Carts, shall be replaced by the CONTRACTOR, at the CONTRACTOR's expense, at no cost or inconvenience to the Residential Customer.
- (4) The cost of replacing Roll Carts due to loss, theft (without a documented police report), or destruction through no fault of the CONTRACTOR shall be charged by the CONTRACTOR to the Residential Customer for an amount not to exceed the rate schedule set forth in Exhibit 1. This rate may be adjusted by the TOWN if the CONTRACTOR provides sufficient documentation to demonstrate that such adjustment is warranted. This fee may be collected from the Residential Customer by the CONTRACTOR at the time of delivery of the Roll Cart.

E. Asset Management Database.

- (1) The TOWN will provide the CONTRACTOR with a list of Residential Customers that includes the parcel folio number, address, and number of Residential Service Units on each parcel. CONTRACTOR shall use this list to develop and maintain an asset management database through which CONTRACTOR shall be responsible for reporting and tracking the movement of all Roll Carts used for Residential Collection Service, including deliveries, removals, exchanges, repairs, warranty recovery, and any other information necessary to manage cart assets, subject to TOWN approval. The database shall also specify the route for each Residential Service Unit and shall be in a format that is searchable by the Contract Administrator. The initial database must be populated and transmitted to the Contract Administrator in accordance with the approved Transition

Plan. All database adjustments must be made within forty-eight (48) hours of physical inventory exchange and completion of work order. If a cart is swapped out, data for the cart removed and the cart replaced is to be provided. Data fields shall include, but not be limited to the following:

- (a) Work order number, date, and status
 - (b) Residential Service Unit name/ID and address
 - (c) Parcel folio number (as provided by the TOWN)
 - (d) For each Roll Cart at each Residential Service Unit, the type (Solid Waste or Recycling), size, and serial number
 - (e) Routes on which the Residential Service Unit is serviced
- (2) CONTRACTOR shall provide the Contract Administrator with an updated copy of the asset management database monthly, as well as access upon request.
- F. Ownership of Roll Carts. Ownership of Roll Carts provided by CONTRACTOR shall rest with the CONTRACTOR until expiration or termination of this Contract, at which point ownership and warranty transfer shall rest with the TOWN. Should the Contract be terminated early for convenience, the TOWN shall pay the CONTRACTOR a prorated amount for the purchase price of the Solid Waste Roll Carts based on a five (5) year amortization schedule.

SECTION 7. RESIDENTIAL NON-COLLECTION PROCEDURES

- A. In the event Solid Waste contains Exempt Waste, more than twelve (12) cubic yards of Bulk Waste is placed at a Residential Service Unit for Collection (this may be deleted or modified depending on Bulk Waste service options selected by the Town), Recyclable Materials are contaminated through commingling with Solid Waste, or other occurrence that would warrant legitimate non-collection by the CONTRACTOR, the CONTRACTOR shall affix a Non-Collection Notice to the Container or waste itself explaining why Collection was not made and explaining proper procedures for setting out Solid Waste, Bulk Waste, and Recyclable Materials. CONTRACTOR shall take digital photographs of the waste or pile to document the reason for non-collection. If the uncollected waste consists of Bulk Waste, CONTRACTOR shall take photographs from at least three (3) sides of the pile, at a minimum.
- B. The design and content of all Non-Collection Notices must be approved by the Contract Administrator and the cost of printing and delivery of said notices shall be paid for by the CONTRACTOR.
- C. By the end of each Work Day or in no event later than 9:00 a.m. the next Work Day, the CONTRACTOR shall electronically transmit to the Contract Administrator a list of all Residential Service Units at which Collection was not made that Work Day. This list shall include the reasons for the non-collection and the addresses of such non-collection. The CONTRACTOR shall also electronically transmit all digital photographs of the non-collection to the Contract Administrator.

SECTION 8. RESIDENTIAL BULK WASTE PROCESSING

- A. The CONTRACTOR is responsible for the transport, processing, marketing, and final disposal of all Residential Bulk Waste collected by the CONTRACTOR. Bulk Waste must be processed at a legally permitted and licensed facility(ies) to process such materials, as agreed upon by the TOWN and CONTRACTOR. The Bulk Waste processing facility shall be (name of facility specified by selected vendor to be inserted) or such other facility(ies) approved in writing by the Contract Administrator.
- B. To the extent practical, the CONTRACTOR shall recycle any recyclable items collected in the Residential Bulk Trash, including White Goods, and shall mulch, compost, or otherwise recycle Yard Trash. The CONTRACTOR shall record the quantities of Bulk Trash and Yard Trash recycled and the quantities disposed, and shall report such quantities to the Contract Administrator for each month and the report shall be given to the Contract Administrator by the tenth (10th) day of the month following the report date.

SECTION 9. COMMERCIAL COLLECTION SERVICE

- A. Commercial Solid Waste Collection. The CONTRACTOR shall provide Commercial Solid Waste Collection to all Commercial Customers in the Service Area. The Container size and frequency of service shall be agreed upon between the CONTRACTOR and the Commercial Customer.
- B. Applicability of Commercial Franchise. The provisions of this section shall apply to all Businesses as defined herein and in no event shall a Business use the Residential Collection Service provided at curbside as the primary means of Solid Waste Collection. In the event that said Business is a house of worship that receives Commercial Dumpster Collection from a member of the house of worship as an in-kind service that is free-of-charge to the house of worship, the house of worship must provide proof in the form of an affidavit from the member describing his business and certifying that he/she is authorized to collect Solid Waste, is duly licensed and permitted, and is doing so at no cost to the house of worship. Said document shall be provided to the CONTRACTOR so that the house of worship may be exempt from the provisions of this section. The Franchise Fee that would be owed to the TOWN, had the service not been provided free-of-charge, will still be owed and paid to the TOWN.
- C. Non-Exclusive Commercial Recycling. On a non-exclusive basis, the CONTRACTOR shall offer for a fee, not-to-exceed the rates established in Exhibit 3, attached hereto and included herein, to collect Recyclable Materials from those Commercial Customers to which they provide Commercial Collection Service. In this capacity, the CONTRACTOR is acting as a private hauler. The CONTRACTOR shall be responsible for the billing and collection of payment from Commercial Customers. Contractor may not charge more than the prices delineated in Exhibit 3, unless such increase is in line with the amount charged by CONTRACTOR to other Commercial Customers within the tri-county area.
- D. Hours. Commercial Collection Service shall be provided commencing no earlier than 7:00 a.m. and terminating no later than 7:00 p.m. The hours and/or days of Collection may be extended due to extraordinary circumstances or conditions, with the prior consent of the Contract Administrator.

- E. Holidays. CONTRACTOR shall not be required to provide Commercial Collection Service on Christmas Day. If Commercial Collection Service is not provided on Christmas Day, CONTRACTOR shall provide service on the next Work Day or as agreed upon between the CONTRACTOR and Commercial Customer so as to ensure adequate service is provided.
- F. Commercial Containers. Commercial Containers shall be maintained in accordance with general industry standards, which include being rust-free, having drain plugs installed to retain storm water and prevent leaching, having properly fitting lids that close tightly, and are in proper, safe, working condition. Commercial Containers shall be painted and have the CONTRACTOR's name and phone number clearly displayed. No advertising shall be posted on Containers. Maintenance of Commercial Containers shall be the sole responsibility of the CONTRACTOR. Any Commercial Container not conforming to these requirements, as determined by the Contract Administrator, shall be replaced by the CONTRACTOR within three (3) Work Days of notification by the Contract Administrator.
- G. Commercial Agreement. The term of any agreements between the CONTRACTOR and Commercial Customers for collection of Solid Waste, not including non-exclusive services, shall not extend past the term of this Contract.

SECTION 10. DESIGNATED FACILITIES

- A. Except as set forth below, all Residential Solid Waste and Commercial Solid Waste collected by the CONTRACTOR shall be transported to, and disposed of, at the Designated Disposal Facility. The Designated Disposal Facility at the time of Contract execution is the transfer station located at 2380 College Avenue in Davie, Florida, but may change during the term of this Contract. In the event the Designated Disposal Facility is closed on a Work Day, the CONTRACTOR may transport and dispose of Solid Waste at any legally permitted disposal facility, with the prior written approval of the Contract Administrator.
- B. All Residential Recyclable Materials collected by the CONTRACTOR shall be delivered to the Designated MRF. The Designated MRF at the time of Contract execution is located at 1750 SW 43rd Terrace, Deerfield Beach, Florida, but may change during the term of this Contract.
- C. Failure to comply with this provision shall result in the levy of liquidated damages as specified in Section 21 of this Contract and may result in the CONTRACTOR being in default under this Contract.
- D. Should the location of the Designated Disposal Facility or Designated MRF change and the new location is not within a ten (10)-mile radius of the facility designated herein, then the Residential Collection Service rate may be adjusted to take into account the additional cost to the CONTRACTOR. CONTRACTOR shall submit documentation that its costs have increased and the parties agree to negotiate in good faith. Any rate adjustment is subject to approval by the Town Council.

SECTION 11. ADDITIONAL SERVICES

- A. TOWN Services. The CONTRACTOR shall provide, at no cost to the TOWN, Solid Waste and Recyclables Collection services to all Town facilities, including the provision and servicing of

Containers. Provided below is a list of services provided at the time of Contract execution. Services to be provided may be adjusted during the term of the Contract based on need.

Locations	Address	Service Frequency	# Garbage Carts	# Recycle Carts	Dumpster Size
Rolling Oaks Passive Open Space Park	17630 SW 56 Street	Twice weekly	6	4	4 yard
Sunshine Ranches Equestrian Park	5840 SW 148 Avenue	Twice weekly	6	4	N/A
Country Estates Fishing Hole Park	18900 Griffin Road	Twice weekly	3	1	N/A
Trailside Park	12498 Griffin Road	Twice weekly	1	1	N/A
Southwest Meadows Sanctuary/Calusa Corners	15900 Block of Griffin Road	Twice weekly	2	2	N/A
Fire Department	17220 Griffin Road	Twice weekly	3	2	N/A
Town Hall	13400 Griffin Road	Twice weekly	N/A	4	4 yard

- B. Town Events. The CONTRACTOR shall provide, at no cost to the Town, Solid Waste and Recyclables Collection services for up to five (5) events per year. Such service may include Dumpster and/or Roll Cart service. Such events generally do not exceed 1,000 attendees.
- C. Public Education. By July 1, 2017, and July 1st of each year during the term of this Contract, the CONTRACTOR shall provide to the Contract Administrator a camera-ready public education flyer and a camera-ready refrigerator magnet for distribution to Residential Service Units regarding Residential Collection Service. The flyer shall contain, at a minimum, definitions of the materials to be collected, procedures for setting out the materials, and maps of the Service Area indicating the days of Residential Collection Service. The magnet shall delineate the zones for the Residential Collection Service and the specific Collection days for Residential Waste, Bulk Waste, and Recyclables. The flyer and magnet must be approved by the Contract Administrator prior to publication. The CONTRACTOR shall print and distribute the flyer and magnet to all Residential Service Units no later than September 1, 2017 and no later than September 1st of each year thereafter during the term of the Contract.
- D. Public Awareness Program. The CONTRACTOR agrees to participate in public outreach events, at no charge to the Town, by providing up to forty (40) hours per year of an outreach person's time at such public outreach events, provided that notice of at least five (5) Work Days is given. In the event that the TOWN'S notice for CONTRACTOR'S cooperation under this Section is less than five (5) Work Days, CONTRACTOR, at its sole discretion, may agree to provide the requested outreach person.

SECTION 12. RESIDENTIAL RATES AND BILLING

- A. Customer Billing. Except as specifically provided herein, the TOWN shall be responsible for the billing and collection of payments for all Residential Collection Service. The CONTRACTOR shall be responsible for directly billing Residential Customers for providing and servicing extra

- Roll Carts and for providing special collection service as specified in Section 5.D of this Contract.
- B. CONTRACTOR Invoicing. The CONTRACTOR shall invoice the TOWN for Residential Collection Services rendered under this Contract no later than the tenth (10th) calendar day of the month following the month such services were rendered. The TOWN shall review the invoice and pay all undisputed portions of the invoice within twenty (20) days of receipt of the invoice. The monthly invoice from and payment to the CONTRACTOR shall be the Residential Service Unit count times the monthly residential rate as shown in Exhibit 1, attached hereto and included herein.
- C. Residential Service Unit Count. No later than July 15, 2017, and July 15th of each subsequent Contract Year, the TOWN will provide the CONTRACTOR with a list of Residential Service Units in the Service Area. In the event the CONTRACTOR does not agree with the Residential Service Unit count provided by the TOWN, the CONTRACTOR may request that the TOWN and the CONTRACTOR perform a joint physical count of the Residential Service Units in the Service Area. Except as set forth below, no adjustments will be made to the Residential Service Unit count during a Contract Year to account for Residential Service Units that come on or go off Residential Collection Service on a monthly basis. The unit count for the initial year of the Contract shall be the count as contained in the solid waste non-ad valorem assessment roll as currently maintained by the Broward County Property Appraiser. In the event the TOWN does not hear from the CONTRACTOR within ten (10) Work Days from the date the TOWN provides CONTRACTOR with a list of Residential Service Units in the Service Area, the new Residential Service Unit count submitted by the Town shall be deemed to be accepted by the CONTRACTOR and CONTRACTOR waives all rights to recourse for its failure to contest the Residential Service Unit count provided by the TOWN.
- D. Service Rates. The TOWN shall initially pay the CONTRACTOR for Residential Collection Service in accordance with the rates and generation factors established in Exhibit 1, attached hereto and included herein. The collection elements and Bulk Waste disposal element of the initial service rate shall not be adjusted through September 30, 2018.
- E. Service Rate Adjustments. The rates for Residential Collection Service shall be adjusted October 1, 2018, and annually thereafter each Contract Year, as described herein. An example of the calculation of such adjustment is provided in Exhibit 4. All rate adjustments shall be reduced to writing and signed by the CONTRACTOR representative identified in Section 27 and the Town Administrator.
- F. Indexes for Adjusting Rates. The following indexes shall be used for calculating rate adjustments pursuant to this Contract. If either of these indexes is discontinued or substantially altered, the TOWN shall select another relevant index published by the United States Government or by a reputable publisher of financial and economic indexes.
- (1) The Consumer Price Index (CPI) used for adjusting rates shall be the Consumer Price Index for all Urban Consumers, All Items, Not Seasonally Adjusted for the Miami-Fort Lauderdale Area (series ID #CUURA320SA0) as determined and recorded by the United States Department of Labor, Bureau of Labor Statistics.

- (2) The Fuel Index used for adjusting rates shall be the Lower Atlantic (PADD 1C) Ultra Low Sulfur (15 ppm and under) Retail Diesel Prices (Dollars per Gallon) as published by the Energy Information Administration of the United States Department of Energy.
- G. Collection Element Adjustment. The collection elements of the Residential Collection Service rates shall be adjusted based on the Consumer Price Index and Fuel Index, as defined in this Section and illustrated in Exhibit 4.
 - (1) Ninety-five percent (95%) of the collection elements of the Residential service rates shall be adjusted based on eighty percent (80%) of the percentage change in the CPI for February of the previous year and February of the current year, rounded to the nearest hundredth of a percent.
 - (2) Five percent (5%) of the collection elements of the Residential service rates shall be adjusted based on the percentage change in the average monthly Fuel Index for the twelve (12) month period ending February of the previous year and the average monthly Fuel Index for the twelve (12) month period ending February of the current year, rounded to the nearest hundredth of a percent.
 - (3) In no event shall the annual collection element adjustment exceed five percent (5%) of the collection element of the service rate paid by the Town in the previous Contract Year.

- H. Solid Waste Disposal Element Adjustment. The Solid Waste disposal element of the Residential service rate shall be adjusted annually based on the new tipping fee at the Designated Disposal Facility. The new annual Residential Solid Waste disposal element shall be calculated as follows:

$$\begin{array}{rcl}
 \text{New tipping fee (\$/ton)} & \times & 1.28 \text{ tons/Residential Service Unit (Solid Waste generation factor)} \\
 & & = \text{New Residential Solid Waste disposal element (\$/Residential Service Unit)}
 \end{array}$$

Such changes in rate shall be effective October 1st of the next fiscal year. In no event shall the CONTRACTOR utilize any tipping fee, other than the current approved tipping fee, in the preparation of its monthly invoices to the TOWN; except that in the event the CONTRACTOR is charged a tipping fee that is less than the current approved tipping fee for the disposal of Residential Solid Waste, such lower tipping fee shall be used in the preparation of the monthly invoice to the TOWN. The TOWN may request from the CONTRACTOR such further information as may be reasonably necessary in making its determination.

- I. Bulk Waste Disposal Element Adjustment. The Bulk Waste disposal element of the Residential service rate shall be adjusted based on the Consumer Price Index as defined in this Section and illustrated in Exhibit 4.

$$\begin{array}{rcl}
 \text{New tipping fee (\$/ton)} & \times & 3.73 \text{ tons/Residential Service Unit (Bulk Waste generation factor)} \\
 & & = \text{New Residential Bulk Waste disposal element (\$/Residential Service Unit)}
 \end{array}$$

- (1) The Bulk Waste disposal element shall be adjusted based on eighty percent (80%) of the percentage change in the CPI for February of the previous year and February of the current year, rounded to the nearest hundredth of a percent.

- (2) In no event shall the annual Bulk Waste disposal element adjustment exceed five percent (5%) of the Bulk Waste disposal element of the service rate paid by the Town during the previous Contract Year.

- J. Generation Factor Adjustments. The generation factors specified in Exhibit 1 that are used to calculate the rates for Solid Waste disposal and Bulk Waste disposal shall be set by July 15, 2018, and shall be adjusted October 1, 2018, and shall then remain constant for the remainder of the Contract term. The generation factors will be adjusted based on the average quantities of Residential Solid Waste and Residential Bulk Waste (not including Bulk Waste that exceeded the 12 cubic yard limit per pickup) collected per Residential Service Unit during the first Contract Year. Regardless of final determination of the average quantities of Residential Solid Waste and Residential Bulk Waste collected per Residential Service Unit during the first Contract Year, the adjusted generation factor for Residential Bulk Waste shall not exceed the FY 2016 level of 4.67 tons per Residential Service Unit per year and the generation factor for Residential Solid Waste shall not exceed the generation factor provided in Exhibit 1 of 1.28 tons per Residential Service Unit per year. The Contractor shall provide monthly documentation demonstrating the accuracy of the tonnage of Residential Solid Waste and Bulk Waste collected in the Town during the first Contract Year. The Solid Waste disposal element and Bulk Waste disposal element shall be calculated based on these adjusted generation factors, as well as the adjustments specified in Sections 12.H and 12.I above. Notwithstanding the CONTRACTOR provided monthly reporting, the TOWN may elect to conduct its own waste management study. The generation factors determined by that study will be the factors used in the CONTRACT.

- K. Contract Preparation and Administration Expenses. CONTRACTOR understands and agrees that the cost of the proposal process is a part of the cost of providing Residential Collection Service and thus a responsibility of the CONTRACTOR, and even though such costs in the amount of forty-nine thousand dollars (\$49,000) were initially expended by the TOWN, the expenditure was for the benefit of the CONTRACTOR. Accordingly, CONTRACTOR agrees that any and all monies due CONTRACTOR for the provision of services under this Contract, up to an amount of forty-nine thousand dollars (\$49,000), will be credited against the CONTRACTOR'S monthly invoices, as follows, as reimbursement for these expenditures:
 - (1) Five thousand dollars (\$5,000) will be credited against payment to the CONTRACTOR for the first month of service, and will represent the CONTRACTOR's Franchise Permit Fee for the first Contract Year.
 - (2) The remaining forty-four thousand dollars (\$44,000) will be credited against the CONTRACTOR'S monthly invoices at one thousand dollars (\$1,000) per month for forty-four (44) months, beginning the second month of the Contract term.

- L. Franchise Permit Fee. With the exception of the initial year of this Contract, the CONTRACTOR shall pay an annual Franchise Permit Fee of five-thousand dollars (\$5,000) to the TOWN due on October 1st of each Contract Year.

- M. Recycling Revenues. The TOWN shall retain any revenue generated from the processing and sale of Residential Recyclable Materials.

SECTION 13. COMMERCIAL RATES AND BILLING

- A. Billing. The CONTRACTOR shall be responsible for the billing and collection of payments for all Commercial Collection Service. The TOWN shall not be held liable for CONTRACTOR's failure to bill or collect for Commercial Collection Service. The CONTRACTOR shall always be liable to the TOWN for any Franchise Fee that was or should have been collected and remitted to the TOWN.
- B. Franchise Fee. By the twentieth (20th) day of each month, the CONTRACTOR shall remit a franchise fee to the TOWN equal to ten percent (10%) of the Commercial Collection Service fees charged and collected during the previous month. With such remittance, the CONTRACTOR shall provide documentation of the total amount of gross receipts for Commercial Collection Service during the previous month and calculation of the franchise fee.
- C. Service Rates. The initial Commercial Collection Service rates shall be in accordance with the rates established in Exhibit 2, attached hereto and included herein, with the addition of the ten percent (10%) franchise fee. The collection elements of the initial service rates shall not be adjusted through September 30, 2018. The Solid Waste disposal elements will be established, as specified in Section 12.H, based on the Designated Disposal Facility tipping fee. The CONTRACTOR is responsible for making payment to the Designated Disposal Facility for the disposal of Commercial Solid Waste, and shall provide documentation of such payment to the TOWN.
- D. Service Rate Adjustment. The rates for Commercial Collection Service shall be adjusted October 1, 2018, and annually thereafter each Contract Year as described herein. An example of the calculation of such adjustment is provided in Exhibit 3. All rate adjustments shall be reduced to writing and signed by the CONTRACTOR representative identified in Section 27 and the Town Administrator.
- E. Collection Element Adjustment. The collection elements of the Commercial Collection Service rates shall be adjusted in a manner similar to that described in Section 12.G. In no event shall the annual collection element adjustment exceed five percent (5%) of the collection element of the Commercial Collection Service rates charged by the CONTRACTOR during the previous Contract Year.
- F. Disposal Element Adjustment. The Solid Waste disposal element of the Commercial service rates shall be adjusted annually based on the new tipping fee at the Designated Disposal Facility. The new disposal element shall be calculated as follows:

$$\begin{array}{rclclcl} \text{New tipping} & \times & 125 \text{ pounds/cy} & \times & 0.0005 & = & \text{New Commercial} \\ \text{fee (\$/ton)} & & \text{(Commercial waste} & & \text{tons/} & & \text{Solid Waste disposal} \\ & & \text{density factor)} & & \text{pound} & & \text{element (\$/cy)} \end{array}$$

Such changes in rates shall be effective immediately upon change in the tipping fee. In no event shall the CONTRACTOR utilize any tipping fee, other than the current approved tipping fee in the preparation of its invoices to Commercial Customers except that in the event the CONTRACTOR is charged a tipping fee that is less than the current approved tipping fee for the disposal of Commercial Solid Waste, such lower tipping fee shall be used in the preparation of invoices to Commercial Customers. The TOWN may request from the CONTRACTOR such further information as may be reasonably necessary in making its determination.

SECTION 14. CHANGE IN LAW

The CONTRACTOR may petition the TOWN for an additional rate adjustment resulting from a change in law. The CONTRACTOR'S request shall contain substantial proof and justification to support the need for the rate adjustment. The TOWN may request from the CONTRACTOR such further information as may be reasonably necessary in making its determination. Within sixty (60) calendar days of receipt of the request and all other additional information required by the TOWN, the Town Administrator shall make a determination regarding the fairness of the request, and shall make a recommendation to the Town Council at a regular meeting. Adjusted Rates shall become effective upon approval by the Town Council.

SECTION 15. CONTRACTOR'S PERSONNEL

- A. The CONTRACTOR shall assign a qualified supervisor to be in charge of the operations within the Service Area and shall provide the name of that person in writing to the Contract Administrator annually and any other time the person in that position changes. The supervisor shall be available to the TOWN through the use of telecommunications equipment at all times that the CONTRACTOR is providing Residential Collection Service. The supervisor or their representative shall be available onsite within four (4) hours or before the end of the Work Day if requested by the Contract Administrator.
- B. The CONTRACTOR shall employ and assign qualified personnel to perform all services set forth herein. The CONTRACTOR shall be responsible for ensuring that its employees comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position.
- C. The TOWN may request the transfer of any employee of the CONTRACTOR who materially violates any provision hereof, or who is wanton, negligent, or discourteous in the performance of his duties.
- D. CONTRACTOR'S employees shall be required to wear a clean uniform shirt bearing the CONTRACTOR'S name. CONTRACTOR'S employees, who normally come into direct contact with the public, including drivers, shall bear some means of individual identification such as a name tag or identification card.
- E. Each driver of a Collection vehicle shall at all times carry a valid Florida driver's license and all other required licenses for the type of vehicle that is being operated.
- F. CONTRACTOR'S employees, officers, and agents shall at no time be allowed to identify themselves or in any way represent themselves as being employees of the TOWN. The CONTRACTOR'S name and office telephone number shall be properly displayed on all Collection vehicles.

SECTION 16. SPILLAGE AND LITTER

- A. The CONTRACTOR shall not litter any premises in the process of providing Residential Collection Service or Commercial Collection Service. The CONTRACTOR shall exercise all reasonable care and diligence in providing Collection services so as to prevent spilling or dropping of Solid Waste, Bulk Waste, or Recyclable Materials during Collection activity and shall immediately, prior to proceeding to the next customer, if reasonably possible, but in no

event prior to the end of that pick up day, clean up such spilled or dropped Solid Waste, Bulk Waste, or Recyclable Materials. The CONTRACTOR shall transport all Solid Waste, Bulk Waste, and Recyclable Materials in such a manner as to prevent the spilling or blowing from the CONTRACTOR'S vehicle.

- B. Equipment oil, hydraulic fluids, spilled paint, or any other liquid or debris resulting from the CONTRACTOR'S operations or equipment repair shall be covered immediately with an absorptive material and removed from the street or other surface. When necessary, CONTRACTOR shall apply a suitable cleaning agent to the street surface to provide adequate cleaning or remove contaminated surface soil or material and promptly replace with clean soil or surface material. CONTRACTOR shall provide the TOWN with a daily report of any such leakage, the location of such leakage, the vehicle at issue, and the remediation measures used to correct same.

SECTION 17. COLLECTION EQUIPMENT

- A. The CONTRACTOR shall have on hand at all times, in good working order, such collection equipment as shall permit the CONTRACTOR to adequately and efficiently perform the duties specified in this Contract. Any proposed change in the collection system being used by the CONTRACTOR during the Contract period shall be submitted in writing by the CONTRACTOR to the Contract Administrator.
- B. Residential collection vehicles shall be of a type sufficient to efficiently collect all Solid Waste, Bulk Waste, and Recyclable Materials covered by this Contract, and transport such materials to the designated facilities in a manner such that no collected materials can be blown or fall from the vehicle during transport. The CONTRACTOR may utilize open-bed vehicles in the provision of Bulk Waste Collection; however, the vehicles must contain the Bulk Waste so that no material is spilled, leaked, or blown from the vehicle, and the vehicle must be covered with a securely fastened tarp during transport.
- C. Each collection vehicle shall be equipped at all times with: (a) all safety supplies, equipment, and first aid supplies required by applicable laws; (b) a fire extinguisher; (c) a heavy-duty broom, a rake, and a large dustpan; (d) a spill response kit; (e) an audible back-up warning device; and (f) back-up cameras. The spill response kit shall be suitable and adequate for cleaning up any leaks or spills of oil, hydraulic fluid, or other liquids from Franchisee's collection vehicles.
- D. All equipment shall be kept well painted, shall clearly display and shall only display CONTRACTOR's name and telephone number, and shall be maintained in good repair, appearance, and sanitary, clean condition in order to meet community standards of appearance at all times. All collection equipment shall be leak-proof so as to prevent any liquid from draining onto the ground. The TOWN reserves the right, at its discretion, to require a vehicle be taken out of service for habitual leakage of oil, hydraulic fluid, or other liquids or other maintenance issues. Such vehicle shall not be placed back into service until and unless the TOWN is able to verify that the necessary repairs have been made.
- E. The CONTRACTOR shall have available to it, at all times, reserve equipment which can be put into service and operation within two (2) hours of any breakdown. Such reserve equipment

shall correspond in size and capacity to the equipment used by the CONTRACTOR to perform the contractual duties.

SECTION 18. OFFICE

- A. The CONTRACTOR shall maintain an office, located within the tri-county area of Broward, Miami-Dade, and Palm Beach, where complaints can be received and which provides toll-free telephone access for customers living in the TOWN. Such office shall be equipped with sufficient telephones, shall have responsible persons in charge, and shall be open 8:00 a.m. to 5:00 p.m. Monday through Friday on those days that the CONTRACTOR provides Residential Collection Service and on Saturday from 8:00 a.m. to 1:00 p.m., as applicable. The CONTRACTOR shall provide either a telephone answering service or mechanical device to receive customer inquiries during those times when the office is closed. Messages left on the answering service or mechanical device shall be responded to on the next Work Day.
- B. The CONTRACTOR shall provide the Contract Administrator with an emergency phone number where the CONTRACTOR can be reached outside of the required office hours.

SECTION 19. SERVICE INQUIRIES, COMPLAINTS, AND PROPERTY DAMAGE

- A. All service inquiries and complaints shall be directed to the CONTRACTOR. A representative of the CONTRACTOR shall be available to receive the complaints during normal business hours. All service complaints shall be handled by the CONTRACTOR in a prompt and efficient manner. In the case of a dispute between a CONTRACTOR and a customer, the matter will be reviewed and a decision made by the Contract Administrator.
- B. The CONTRACTOR will maintain a written record of all calls it receives regarding services provided pursuant to this Contract, including but not limited to inquiries, missed Collections, and complaints (Call Log). CONTRACTOR shall use a standard form for the Call Log, as approved by the Contract Administrator, to record the pertinent facts of each call, including but not limited to date and time of call; name, address, and telephone number of person calling; reason for the call; action taken by CONTRACTOR; and date and time any issue was resolved. CONTRACTOR shall keep this Call Log up to date. By the end of each Work Day, the CONTRACTOR shall e-mail to the Contract Administrator the Call Log for all calls received during that Work Day or since the previous Call Log was submitted.
- C. For those complaints related to missed Collections, CONTRACTOR shall make every effort to return to the service address and collect the missed materials that same day. For missed Collection complaints that are received by 3:00 p.m. on a Work Day, the CONTRACTOR must return to the service address and collect the missed materials that same day. For missed Collection complaints that are received after 3:00 p.m. on a Work Day, the CONTRACTOR must return to the service address and collect the missed materials by noon of the following Work Day.
- D. For those complaints related to repair or replacement of Roll Carts, the appropriate subsections of Section 6 of this Contract shall apply.
- E. By noon on the first Work Day of each week, the CONTRACTOR shall e-mail to the Contract Administrator a report of those complaints, related to Collection, that were not resolved in

- the manner set forth in Subsection C above. This weekly report shall include all information specified in Subsection B above, as well as the status of the disposition of the complaint.
- F. The CONTRACTOR shall be responsible for the prompt repair or replacement, if repair is not adequate, of any damage to public or private property during the provision of Residential Collection Service or Commercial Collection Service, and caused by the CONTRACTOR or the CONTRACTOR'S representative. Within twenty-four (24) hours of occurrence, the CONTRACTOR shall provide the Contract Administrator with a full explanation of the disposition of any complaint involving a claim of damage to public or private property as a result of actions of the CONTRACTOR. The CONTRACTOR shall promptly repair any such legitimate damage claim at its sole expense and within a two (2) day period of time as approved by the Contract Administrator. Upon the request of the CONTRACTOR, the Contract Administrator may grant a time extension. Proof of the need for an extension shall be submitted by the CONTRACTOR.
 - G. By the end of the first Work Day of each month, the CONTRACTOR shall e-mail to the Contract Administrator a report on any unresolved complaint involving a claim of damage to public or private property as a result of actions of the CONTRACTOR'S employees, agents or subcontractors. This monthly report shall include the name, address and phone number of the complainant, date of occurrence, nature of occurrence and the status of the disposition of the complaint.
 - H. CONTRACTOR agrees that it is in the best interest of the TOWN that all Residential Collection Service be provided on the scheduled Collection day. Accordingly, missed Collections will normally be collected in accordance with Subsection C above regardless of the reason that the Collection was missed. However, in the event the CONTRACTOR does not address a missed Collection complaint in accordance with Subsection C because it believes such complaint to be without merit, CONTRACTOR shall immediately notify the Contract Administrator in writing. The Contract Administrator will investigate all disputed complaints and render a final and binding decision.

SECTION 20. RECORDKEEPING AND REPORTING

- A. The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." CONTRACTOR acknowledges the public shall have access at all reasonable times to all documents and information pertaining to TOWN'S contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the TOWN and the public to all documents subject to disclosures under applicable law.
- B. To the extent that CONTRACTOR has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information Acknowledgement and Agreement as part of this Contract, CONTRACTOR shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.
- C. CONTRACTOR agrees to keep and maintain public records required by the TOWN to perform the service in CONTRACTOR'S possession or control in connection with CONTRACTOR'S performance under this Contract and, upon the request from the TOWN'S custodian of public records, to provide the TOWN with a copy of the requested records or allow the records to be

inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. 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 Contract term and following completion of the Contract if the CONTRACTOR does not transfer the records to the TOWN.

- D. Upon completion of the Contract, CONTRACTOR agrees, at no cost to TOWN, to transfer to the TOWN all public records in possession of the CONTRACTOR or keep and maintain public records required by the TOWN to perform the service. If the CONTRACTOR transfers all public records to the TOWN upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records, in a format that is compatible with the information technology system of the TOWN.
- E. CONTRACTOR's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause of the Contract by TOWN.
- F. The CONTRACTOR shall keep records of the amounts of Residential Solid Waste, Bulk Trash, and Yard Trash disposed; Residential Bulk Trash, Yard Trash, and Recyclable Materials recycled; and Commercial Solid Waste disposed. Such records shall be kept separate and apart from all other records maintained by the CONTRACTOR.
- G. The CONTRACTOR shall file and keep current with the TOWN all documents and reports required by this Contract. All documents and reports submitted to the TOWN by the CONTRACTOR shall be fully transparent. CONTRACTOR shall provide additional information as requested by the Contract Administrator to comply with such requirement for transparency.
- H. By the date specified in the TOWN-approved Transition Plan, CONTRACTOR shall electronically transmit to the Contract Administrator the completed and current Residential Customer list that has been revised to incorporate the Roll Cart asset management database meeting the requirements of Section 6.E. At a minimum, the database shall include all information initially provided by the TOWN, (parcel folio number, address, and number of Residential Service Units on the parcel) and all information specified in Section 6.E (routes on which customer is serviced; size and serial number of Solid Waste (if applicable) and Recycling Roll Carts; size and serial number of all extra Solid Waste and Recycling Roll Carts; work order number, date, status, and any extra service fees billed by the CONTRACTOR for any deliveries, removals, exchanges, repairs, warranty recovery, and any other information necessary to manage cart assets).
- I. At the end of each Work Day or in no event later than 9:00 a.m. the next Work Day, the CONTRACTOR shall electronically submit the following to the Contract Administrator, in a format approved by the Contract Administrator:
 - (1) Call Log for all calls received since the previous report, including how such calls were resolved.

- (2) Record of Residential Customers that placed more than the twelve (12) cubic yard limit of Bulk Waste curbside for Collection during that Work Day.
 - (3) Record of any other non-collection occurrences during that Work Day, the reasons for the non-collection, and the addresses of such non-collection.
 - (4) Full explanation of any complaint involving a claim of damage to public or private property as a result of actions of the CONTRACTOR that occurred within the last twenty-four (24) hours.
 - (5) Full explanation of any occurrences of leakage of fluids from a collection vehicle within the last twenty-four (24) hours, including the location of such leakage, the vehicle at issue, and the remediation measures used to correct same.
- J. By noon on the first Work Day of each week, the CONTRACTOR shall e-mail to the Contract Administrator a report of Collection complaints that were not resolved as required by Section 19.E.
- K. Prior to the fifteenth (15th) calendar day of each month during the term of this Contract, the CONTRACTOR shall submit a report electronically to the Contract Administrator, in a format approved by the Contract Administrator. The report shall contain the following information:
- (1) Tonnage of Residential Solid Waste, Residential Bulk Trash, Residential Yard Trash, and Commercial Solid Waste disposed during the previous month. At the Contract Administrator's request, CONTRACTOR shall provide documentation, in the form of scalehouse tickets, of the tonnage of Residential Solid Waste and Residential Bulk Waste that is disposed each month.
 - (2) Tonnage of Residential Bulk Trash, Residential Yard Trash, and Residential Recyclable Materials recycled during the previous month.
 - (3) List of all Residential Customers charged for special waste collection, including Bulk Waste in excess of twelve (12) cubic yards per set-out, during the previous month. The list shall include the customer's name and address, date service was provided, service that was provided, and fee that was charged.
 - (4) Updated Roll Cart asset management database, as well as the number of new, replacement, or additional Solid Waste Roll Carts and Recycling Roll Carts distributed during the previous month, the date each was requested, and the date each Roll Cart was delivered.
 - (5) List of Commercial Customers receiving Commercial Solid Waste Collection Service the previous month, including each customer's name and address, size and number of Containers, frequency of Collection, and amount billed.
 - (6) List of Commercial Customers receiving Commercial Recyclable Materials Collection Service the previous month, including each billing entity's name, business name and address, size and number of Containers, and frequency of Collection. CONTRACTOR shall identify any information considered proprietary when it is transferred to the TOWN and the TOWN, subject to the limits provided for by Florida law, will not release this information to others and will so note in the TOWN's permanent files.

- (7) Documentation of payment to the Designated Disposal Facility for disposal of Solid Waste during the previous month.
- L. Prior to September 15th of each year during the term of this Contract, the CONTRACTOR shall ensure and certify to the TOWN that all required documents are current and on file with the TOWN. Such documents include, but are not limited to, certificates of insurance, performance bond, route schedules and maps.
- M. In addition to any other requirements of this Contract, the CONTRACTOR shall be required to provide statistical and other pertinent information pertaining to Residential Collection Service or Commercial Collection Service as may be requested by the TOWN to monitor compliance with this Contract or to comply with the provisions of Section 403, F.S., as amended, other pertinent laws and regulations, or any interlocal agreements the TOWN has or may enter into during the term of this Contract.
- N. The CONTRACTOR shall mark any information it considers confidential, proprietary, or privileged as such and the TOWN will treat such information accordingly as provided for in Chapter 119, Florida Statutes. 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 Contract, CONTRACTOR shall contact the TOWN's custodian of public records, Russell Muniz, at (954) 434-0008.

SECTION 21. LIQUIDATED DAMAGES

- A. It is the intent of the TOWN to ensure that the CONTRACTOR provides a quality level of Residential Collection Service and Commercial Collection Service. The TOWN and CONTRACTOR acknowledge and agree that it is impossible to precisely determine the amount of damages that would be incurred by the TOWN due to service failures or circumstances described in this Section for which the CONTRACTOR would otherwise be liable. Accordingly, the TOWN has determined terms and amounts of liquidated damages set forth herein, and the parties agree that the liquidated damages are reasonable under the circumstances. Therefore, the following shall constitute liquidated damages, not penalties, that the TOWN may assess against the CONTRACTOR for failing to comply with requirements of this Contract, time being of the essence. It is hereby agreed that the TOWN may deduct from any monies due, or which may become due to the CONTRACTOR, such assessed liquidated damages in the following amounts:
 - (1) Failure to submit a Transition Plan within thirty (30) days of Contract execution or to revise the Transition Plan within five (5) Work Days of notification by the Contract Administrator without prior approval of the Contract Administrator for such delay in submittal (§4.A) \$1,000.00 per day past the due date
 - (2) Failure to meet the schedule outlined in the TOWN-approved Transition Plan without prior approval of the Contract Administrator for such delay (§4.A) \$250.00 per incident per day past the due date
 - (3) Failure or neglect to resolve each valid complaint, \$250.00 per each unresolved

	including missed Collection, in the timeframe specified (§19)	complaint or missed Collection per Residential Service Unit per day
(4)	Failure to repair damage to public or private property determined caused by the CONTRACTOR or its personnel within the timeframe approved by the Contract Administrator (§19.F)	\$1,000.00 per incident per day, after the initial 48 hours or alternate timeframe approved in writing by Contract Administrator
(5)	Mixing of materials in violation of §5.E	\$1,000.00 per occurrence
(6)	Failure to comply with hours and days of operation (§5.G and §9.D)	\$250.00 per occurrence per vehicle
(7)	Changing Collection routes without proper notification (§5.L)	\$1,000.00 per incident per day
(8)	Failure to distribute Solid Waste Roll Carts by date specified in Transition Plan unless otherwise approved by the Contract Administrator (§6B(1))	\$100.00 per Roll Cart per day past due date
(9)	Failure to repair, replace, exchange, or deliver a Roll Cart within the required timeframe (§6)	\$100.00 per Roll Cart per day past due date
(10)	Failure to provide a completed Roll Cart asset management database and to keep such database up to date as specified (§6.E)	\$500.00 per day past due date
(11)	Failure to leave a Non-Collection Notice explaining why all material was not collection (§7)	\$100.00 per occurrence
(12)	Failure to collect and process Bulk Waste in a manner that enables, at a minimum, recycling of Yard Trash and White Goods (§5.B and §8)	\$250.00 per Residential Service Unit for 1 st occurrence \$500.00 per Residential Service Unit for 2 nd occurrence \$1,000.00 per Residential Service Unit for each additional occurrence
(13)	Failure to deliver all Residential Solid Waste and Commercial Solid Waste to the Designated Disposal Facility (§10.A)	\$1,000.00 per incident
(14)	Failure to deliver all Residential Recyclable Materials to the Designated MRF (§10.B)	\$1,000.00 per incident
(15)	Failure to prepare and distribute TOWN-approved public education materials in the timeframe specified (§11.C)	\$100.00 per Residential Service Unit per day past due date

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| (16) | Failure to remit the annual and monthly Franchise Fees to the TOWN in the timeframe specified (§12.K and §13.B) | \$500.00 per day past due date |
| (17) | Failure to have a vehicle operator properly licensed (§15.E) | \$1,000.00 per vehicle per day |
| (18) | Failure to clean up spillage, leakage, or excessive blowing debris with the timeframe specified (§16.B) | \$1,500.00 per incident per day |
| (19) | Failure to provide sufficient and properly maintained vehicles and equipment (§17) | \$1,000.00 per vehicle per day |
| (20) | Failure to submit to the TOWN all plans, reports, records, or other documents in the time required under the provisions of this Contract, including §20, unless otherwise approved by the Contract Administrator | \$250.00 per document not submitted per occurrence |
| (21) | Failure or neglect to complete more than 95 percent of a route (number of missed pickups must be less than 5 percent of total customers on that daily route to be considered more than 95 percent complete) on the regularly scheduled Collection day without justifiable cause (cause that is beyond the control of the CONTRACTOR) or prior approval by the Contract Administrator | \$250.00 per Residential Service Unit not collected per day past collection date |
- B. The Contract Administrator may assess liquidated damages pursuant to this Section at any time during the term of this Contract. The Contractor Administrator shall notify the CONTRACTOR in writing of the liquidated damages assessed and the basis for each assessment. In the event the CONTRACTOR wishes to contest such assessment, within five (5) Work Days of receipt of written notice, CONTRACTOR shall request in writing a meeting with the Contract Administrator to resolve the issue. The TOWN shall notify the CONTRACTOR in writing of any action taken with respect to CONTRACTOR'S claims within five (5) Work Days of such meeting. The Town Administrator's decision shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not supported by competent evidence. Any liquidated damages assessed by the Town Administrator shall be deducted from the TOWN's next monthly payment to the CONTRACTOR.

SECTION 22. EMERGENCY SERVICE PROVISIONS

- A. In the event of a hurricane, tornado, major storm, natural disaster, or other such event, the Contract Administrator may grant the CONTRACTOR a variance from regular routes and schedules. Such variance from regular routes and schedule to ensure the safety of the CONTRACTOR's employees and members of the community shall not be unreasonably denied by the TOWN. However, CONTRACTOR shall make its best effort to resume regular Collection service as soon as possible. As soon as practicable after such event, the CONTRACTOR shall

advise the Contract Administrator when it is anticipated that normal routes and schedules can be resumed. The Contract Administrator shall make an effort through the local news media to inform the public when regular Collection services may be resumed.

- B. 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 Contract, to cover documented costs provided the CONTRACTOR has first secured written authorization and approval from the TOWN through the Contract Administrator. The CONTRACTOR shall substantiate such additional costs for labor, equipment, transportation, and/or disposal in writing. The TOWN shall have the right to audit such costs. The CONTRACTOR shall provide the TOWN with a separate disaster cleanup agreement with specified rates at the commencement of each Contract Year.
- C. In the event of a declared disaster, the rate paid to the CONTRACTOR shall be the rate authorized and reimbursed by the Federal Emergency Management Agency (FEMA) for that work outside of the standard Contract services described herein. The TOWN reserves the right to hire additional hauling contractors for debris removal operations after it is determined by the Contract Administrator that additional services are needed and after notice to the CONTRACTOR.

SECTION 23. PERFORMANCE BOND

Prior to commencing services, the CONTRACTOR shall furnish to the TOWN, and keep current for the full duration of the Contract and any renewal, a Performance Bond for the faithful performance of this Contract and all obligations arising hereunder in the amount of one million dollars (\$1,000,000.00). It shall be executed by a surety company licensed to do business in the State of Florida; having an "A-" or better rating by A. M. Best or Standard and Poors; included on the list of surety companies approved by the Treasurer of the United States; and in a form acceptable to the TOWN.

SECTION 24. INSURANCE

- A. The CONTRACTOR shall provide, pay for, and maintain in force at all times during the term of this Contract, such insurance, including Worker's Compensation Insurance and comprehensive general liability insurance as stated below. The CONTRACTOR shall also name the TOWN as an additional insured to CONTRACTOR'S comprehensive general liability insurance policy, and shall provide the TOWN with annual Accords documenting both insurance coverages and that the TOWN has been named as an additional insured on the comprehensive general liability insurance policy and as a certificate holder for all other forms of insurance and setting forth the minimum insurance standards set forth below:
 - (1) Worker's Compensation Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws, for the benefit of the CONTRACTOR'S employees.
 - (2) Comprehensive General Liability Insurance, including contractual, with minimum limits of Two Million Dollars (\$2,000,000.00) per occurrence, combined single limit for bodily

injury liability and property damage liability. The TOWN is to be included and named as an "additional insured" with respect to any claims arising out of this Contract.

- (3) Business Automobile Liability Insurance with minimum limits of one million dollars (\$1,000,000) per occurrence, combined single limits bodily injury liability and property damage. The policy must be 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 all owned vehicles and all hired or non-owned vehicles.
- B. UPON EXECUTION OF THIS CONTRACT, CONTRACTOR SHALL SUBMIT TO TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDING THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED CERTIFICATE HOLDER, AS APPLICABLE, WITH RESPECT TO THE REQUIRED COVERAGES AND CONTRACTOR'S WORK UNDER THIS CONTRACT.
- C. The CONTRACTOR shall not commence operations, and/or labor to complete any of the work pursuant to this Contract until certification or proof of insurance issued directly by the insurance company underwriting department or insurance agent, detailing terms and provisions of coverage has been received and approved by the Town.
- D. Insurance policies and coverages shall not be affected by any other policy of insurance which the TOWN may carry in its own name.
- E. CONTRACTOR's insurance policies shall be endorsed to provide the TOWN with at least thirty (30) calendar days' prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:
- Town of Southwest Ranches
Andrew D. Berns, Town Administrator
13400 Griffin Road
Southwest Ranches, Florida 33330
- And
- Keith M. Poliakoff, Esq.
Arnstein & Lehr
200 East Las Olas Boulevard, Suite 100
Fort Lauderdale, Florida 33301
- F. All required insurance policies shall preclude any insurer's or underwriter's rights of recovery or subrogation against TOWN with the express intention of the parties being that the required insurance coverages protect both parties as the primary coverages for any and all losses covered by the above-described insurance.
- G. CONTRACTOR shall ensure that any companies issuing insurance to cover the requirements contained in this Contract agree that they shall have no recourse against TOWN for payment or assessments in any form on any policy of insurance.

- H. The clauses 'Other Insurance Provisions' and 'Insured Duties in the Event of an Occurrence, Claim or Suit' as it appears in any policy of insurance in which TOWN is named as an additional insured shall not apply to TOWN. TOWN shall use its best efforts to provide written notice of occurrence within thirty (30) working days after TOWN's actual notice of such event.
- I. If any of CONTRACTOR's initial insurance expires prior to the completion of the term of this Contract, renewal copies of policies shall be furnished to TOWN at least thirty (30) days prior to the date of their expiration, and TOWN shall be an additional named insured by endorsement on all of CONTRACTOR's renewal policies.
- J. The official title of the owner is Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.
- K. Notwithstanding any other provisions of this Contract, CONTRACTOR's obligation to maintain all required insurance as specified in this Section of the Contract shall survive the expiration or earlier termination of this Contract.

SECTION 25. INDEMNIFICATION OF TOWN

- A. CONTRACTOR shall indemnify, defend, and hold harmless TOWN, TOWN'S contractors, and the public officials, officers, directors, employees, agents and other contractors of each of them, from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals as well as all Court or other dispute resolution costs), liabilities, expenditures or causes of action of any kind (including negligent, reckless, willful or intentional acts or omissions of the CONTRACTOR, any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any services or anyone for whose acts any of them may be liable), caused by the breach of this Contract, violation of applicable law, and the negligent acts or omissions of the CONTRACTOR in the performance of this Contract. This indemnity includes but is not limited to claims attributable to bodily injury, sickness, disease or death and to injury or destruction of tangible property.
- B. CONTRACTOR further agrees to indemnify, defend, save and hold harmless the TOWN, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against TOWN, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent rights or for the infringement of any and all copyrights or patent claimed by any person, firm or corporation.
- C. CONTRACTOR agrees, at CONTRACTOR'S expense, after written notice from the TOWN, to defend any action against the TOWN that falls within the scope of this indemnity as set forth above in Subsections A and B, or the TOWN, at the TOWN'S option, may elect not to tender such defense and may elect instead to secure its own attorneys to defend any such action and the reasonable costs and expenses of such attorneys incurred in defending such action shall be payable by CONTRACTOR. Additionally, if CONTRACTOR, after receipt of written notice from the TOWN, fails to make any payment due under this Contract to the TOWN or fails to perform any obligation required by this Contract, CONTRACTOR shall pay any reasonable attorneys' fees and costs incurred by the TOWN in securing any such payment from

CONTRACTOR, or any reasonable attorneys' fees and costs incurred in the enforcement of this indemnity, or both. Payment of any amount due pursuant to the foregoing indemnity shall, after receipt of written notice by CONTRACTOR from the TOWN that such amount is due, be made by CONTRACTOR prior to the TOWN being required to pay same, or in the alternative, the TOWN, at the TOWN'S option, may make payment of an amount so due and CONTRACTOR shall promptly reimburse the TOWN for same, together with interest thereon at the rate of twelve percent (12%) per annum simple interest from the date of receipt by CONTRACTOR of written notice from the TOWN that such payment is past due at least twenty (20) days .

- D. It is specifically understood and agreed that the consideration inuring to the CONTRACTOR for the execution of this Contract consists of the promises, payments, covenants, rights and responsibilities contained in this Contract.
- E. The execution of this Contract by the CONTRACTOR shall obligate the CONTRACTOR to comply with the foregoing indemnification provision; however, the collateral obligation of providing insurance must be also complied with as set forth in Section 24.
- F. The CONTRACTOR shall require all subcontractors to enter into a contract containing the provisions set forth in the preceding subsections in which contract the subcontractor fully indemnifies the TOWN in accordance with this Contract.

SECTION 26. POINT OF CONTACT

The day-to-day dealings between the CONTRACTOR and the TOWN shall be between the CONTRACTOR and the Town Administrator or designee.

SECTION 27. NOTICE

Except as provided herein, whenever either party desires to give notice to the other, it must be given by written notice, sent by certified U.S. mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified and to the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective persons and places for giving of notice:

As to the TOWN:

Andrew D. Berns, Town Administrator
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, Florida 33330

With a copy to:

Keith M. Poliakoff, J.D., Town Attorney
Law Offices of Arnstein & Lehr, P.A.
200 East Las Olas Boulevard, Suite 100
Fort Lauderdale, Florida 33301

As to the CONTRACTOR:

Waste Pro of Florida, Inc.
Attn: Russell Mackie, Regional Vice President
17302 Pines Boulevard
Pembroke Pines, FL 33029

With a copy to:

Waste Pro of Florida, Inc.
Attn: Tim Bowers, Municipal Marketing
17302 Pines Boulevard
Pembroke Pines, FL 33029

Notices shall be effective when received at the address as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time-to-time by written notice. Electronic transmission is acceptable notice, effective when received; however, electronic transmissions received (i.e. printed) after 4:30 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of items that are transmitted electronically must also be mailed as required herein.

SECTION 28. TERMINATION OF CONTRACT

- A. Termination for Cause. The TOWN may cancel this Contract, except as otherwise provided below in this Section, by giving the CONTRACTOR thirty (30) days' advance written notice, to be served as provided in Section 27, upon the happening of any one of the following events:
- (1) The CONTRACTOR shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors or file a voluntary petition in bankruptcy (court) or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or statute of the United States or any state thereof or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
 - (2) By order or decree of a Court, the CONTRACTOR shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of the CONTRACTOR, seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that if any such judgment or order is stayed or vacated within sixty (60) days after the entry thereof, any notice of default shall be and become null, void and of no effect; unless such stayed judgment or order is reinstated, in which case, said default shall be deemed immediate; or
 - (3) By, or pursuant to or under the authority of any legislative act, resolution or rule or any order or decree of any Court or governmental board, agency or officer having jurisdiction, a receiver trustee or liquidator shall take possession or control of all or substantially all of the property of the CONTRACTOR, and such possession or control shall continue in effect for a period of sixty (60) days; or

- (4) The CONTRACTOR has defaulted by failing or refusing to pay in a timely manner the administrative charges or other monies due the TOWN and said default is not cured within thirty (30) days of receipt of written notice by TOWN to do so; or
 - (5) The CONTRACTOR has defaulted by allowing any final judgment for the payment of money to stand against it unsatisfied and said default is not cured within thirty (30) days of receipt of written notice by TOWN to do so; or
 - (6) In the event that the monies due the TOWN under subsection (4) above or an unsatisfied final judgment under subsection (5) above is the subject of a judicial proceeding, the CONTRACTOR shall not be in default if the sum of money is bonded. All bonds shall be in the form acceptable to the Town Attorney; or
 - (7) The CONTRACTOR has defaulted, by failing or refusing to perform or observe the terms, conditions or covenants in this Contract or any of the rules and regulations promulgated by the TOWN pursuant thereto or has wrongfully failed or refused to comply with the instructions of the Contract Administrator relative thereto and said default is not cured within thirty (30) days of receipt of written notice by the TOWN to do so, or if by reason of the nature of such default, the same cannot be remedied within thirty (30) days following receipt by the CONTRACTOR of written demand from the TOWN to do so, the CONTRACTOR fails to commence the remedy of such default within said thirty (30) days following such written notice or having so commenced shall fail thereafter to continue with diligence the curing thereof (with the CONTRACTOR having the burden of proof to demonstrate (a) that the default cannot be cured within thirty (30) days, and (b) that it is proceeding with diligence to cure said default, and such default will be cured within a reasonable period of time). However, notwithstanding anything contained herein to the contrary, for the failure of the CONTRACTOR to provide Collection for a period of three (3) consecutive Work Days, the TOWN may secure the CONTRACTOR'S billing records on the fourth (4th) Work Day in order to provide interim Contract Collection until such time as the matter is resolved and the CONTRACTOR is again able to perform pursuant to this Contract; provided, however, if the CONTRACTOR is unable for any reason or cause to resume performance at the end of thirty (30) Work Days all liability of the TOWN under this Contract to the CONTRACTOR shall cease and this Contract may be deemed terminated by the TOWN, except to the extent the failure to provide Collection services is the result of the occurrence of an event of force majeure.
- B. Habitual Violations. Notwithstanding the foregoing and as supplemental and additional means of termination of this Contract under this Section, in the event that the CONTRACTOR'S record of performance shows that the CONTRACTOR has frequently, regularly or repetitively defaulted in the performance of any of the covenants and conditions required herein to be kept and performed by the CONTRACTOR, in the opinion of the TOWN, and regardless of whether the CONTRACTOR has corrected each individual condition of default, the CONTRACTOR shall be deemed a "habitual violator," shall be deemed to have waived the right to any further notice or grace period to correct, and all of said defaults shall be considered cumulative and collectively and shall constitute a condition of irredeemable default. The TOWN shall thereupon issue the CONTRACTOR a final warning citing the circumstances therefore, and any single default by the CONTRACTOR of whatever nature, subsequent to the occurrence of the last of said cumulative defaults, shall be grounds for immediate termination of the Contract. In the event of any such subsequent default, the

TOWN may terminate this Contract upon giving of written final notice to the CONTRACTOR, such cancellation to be effective upon the date specified in the TOWN'S written notice to the CONTRACTOR, and all contractual fees due hereunder plus any and all charges and interest shall be payable to said date, and the CONTRACTOR shall have no further rights hereunder. Immediately upon the specified date in such final notice the CONTRACTOR shall cease any further performance under this Contract.

- C. Effective Date of Termination. In the event of the aforesaid events specified in subsections A and B above and except as otherwise provided in said subsections, termination shall be effective upon the date specified in the TOWN'S written notice to the CONTRACTOR and upon said date this Contract shall be deemed immediately terminated and upon such termination all liability of the TOWN under this Contract to the CONTRACTOR shall cease, and the TOWN shall have the right to call the performance bond and shall be free to negotiate with other contractors for the operation of the herein specified services. The CONTRACTOR, for failure to perform, shall reimburse the TOWN all direct and indirect costs of providing interim Residential Solid Waste, Recyclables, and Bulk Waste Collection.

SECTION 29. MODIFICATIONS TO THE CONTRACT

The TOWN and the CONTRACTOR understand and agree that the Florida Legislature has the authority to make changes in Solid Waste Management legislation and that changes in law may mandate certain changes to this Contract. Should such changes materially alter the obligations of the CONTRACTOR, then the Collection charges established in the Exhibits to this Contract shall be adjusted accordingly. When such modifications are made to this Contract, 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. If an agreement cannot be reached, this Contract shall terminate upon one hundred and eighty (180) days of a declared impasse by either party.

SECTION 30. PERMITS AND LICENSES

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, and shall, prior to execution of the Contract, provide copies of those permits and licenses to the TOWN, and within fifteen (15) days of receipt. all renewals thereof,

SECTION 31. INDEPENDENCE OF CONTRACT

It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing the relationship of co-partners or a joint venture between the parties hereto or as constituting the CONTRACTOR as an agent, representative or employee of the TOWN for any purpose whatsoever. The CONTRACTOR is to be, and shall remain, an independent contractor with respect to all services performed under this Contract.

SECTION 32. FORCE MAJEURE

If either party is prevented from or delayed in performing its duties under this Contract by circumstances beyond its control, whether or not foreseeable, including, without limitation, fires, hurricanes, severe weather, floods, pandemics, quarantines, war, civil disturbances, acts of terrorism, labor disputes, acts of God, or significant threats of such circumstances, or any future laws, rules,

regulations, orders, or acts of any local, state, or federal government ("Force Majeure"), then the affected party shall be excused from performance hereunder during the period of such disability. The party claiming Force Majeure shall promptly notify the other party in writing when it learns of the existence of a Force Majeure condition and when the Force Majeure condition has terminated. Notwithstanding anything in this Contract to the contrary, the term "Force Majeure" does not include, and a party shall not be excused from performance under this Contract for, events relating to increased costs, including, without limitation, increased costs of fuel, labor, insurance, or other expenses of performing the services hereunder.

SECTION 33. EMPLOYEE STATUS

Persons employed by the CONTRACTOR in the performance of services and functions pursuant to this Contract shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the TOWN'S officers and employees either by operation of law or by the TOWN.

SECTION 34. EQUAL OPPORTUNITY EMPLOYMENT

CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin, or physical or mental handicap, or marital status. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, age, color, sex or national origin, or physical or mental handicap, or marital status. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that he/she will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

CONTRACTOR shall comply with all federal, state and TOWN laws applicable to the CONTRACTOR services and specifically those covering Equal Opportunity Employment, the Americans with Disabilities Act ("ADA") and the South Florida Building Code, The CONTRACTOR is expected to fully comply with all provisions of all laws and the TOWN reserves the right to verify the CONTRACTOR'S compliance with them. Failure to comply with any laws will be grounds for termination of the Contract for cause.

SECTION 35. MEDIATION

In addition to any other remedy provided by law, the TOWN may agree to use arbitration or mediation to resolve any controversy or claim arising out of or relating to this Contract. Any controversy or claim arising out of or relating to this Contract, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. In the event arbitration is agreed to by both parties in writing, such controversy or claim shall be submitted to arbitrators selected from the National Panel of The American Arbitration Association.

SECTION 36. RIGHT TO REQUIRE PERFORMANCE

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

SECTION 37. GOVERNING LAW

The parties agree that this Contract shall be construed in accordance with and governed by the laws of the State of Florida.

SECTION 38. CONSENT TO JURISDICTION

The parties agree that the jurisdiction for any legal action arising out of or pertaining to this Contract shall be with the State Courts of Florida, and specifically, the County or Circuit Court for the Seventeenth Judicial Circuit in and for Broward County, depending upon the respective jurisdictional limit. Each party further agrees that venue for any action to enforce this Contract shall be in Broward County, Florida.

SECTION 39. LITIGATION

In the event of any litigation which arises out of, pertains to, or relates to this Contract, or the breach of it, including, but not limited to, the standard of performance required in it, the prevailing party shall be entitled to recover its reasonable attorneys' fees from the non-prevailing party, at both trial and appellate levels.

SECTION 40. COMPLIANCE WITH LAWS

The CONTRACTOR shall conduct its operations under this Contract in compliance with all applicable Federal, State, and local laws and regulations.

SECTION 41. SEVERABILITY

If any provision of this Contract or the application of it to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Contract and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected, shall continue in full force and effect, and shall be enforced to the fullest extent permitted by law.

SECTION 42. ASSIGNMENT AND SUBCONTRACTING

- A. Assignment. No assignment of this Contract or any right occurring under this Contract shall be made in whole or in part by the CONTRACTOR without the express written consent of the Town Council. The TOWN shall have full discretion to approve or deny, with or without cause, any proposed or actual assignment by the CONTRACTOR. Any assignment of this Contract made by the CONTRACTOR without the express written consent of the Town Council shall be null and void and shall be grounds for the TOWN to declare a default of this Contract and immediately terminate this Contract by giving written notice to the CONTRACTOR, and upon

the date of such notice this Contract shall be deemed immediately terminated, and upon such termination all liability of the TOWN under this Contract to the CONTRACTOR shall cease, and the TOWN shall have the right to call the performance bond and shall be free to negotiate with other contractors, the CONTRACTOR, or any other person or company for the service which is the subject of this Contract. In the event of any assignment, the assignee shall fully assume all the liabilities of the CONTRACTOR.

- B. Subcontracting. CONTRACTOR shall not employ subcontractors without the advance written permission of the TOWN. CONTRACTOR shall be fully responsible for the services and work provided by a subcontractor under the terms of this Contract. CONTRACTOR agrees that any employee or agent of the CONTRACTOR and any agent/employee of a subcontractor to the CONTRACTOR shall be removed from the TOWN jobsite or TOWN premises upon request by the Town Administrator or designee. Such request will only be issued to remove a person if the Town Administrator or designee has a reasonable basis (as determined in his or her discretion) that the presence of such person on TOWN property or at a TOWN jobsite is not in the best interest of the TOWN, or its employees, guests, visitors or citizens.
- C. CONTRACTOR shall not be permitted to alter its contracted name, create a dba, or transfer more than fifty percent (50%) interest in its company without the specific written approval of the TOWN.

SECTION 43. MODIFICATIONS

This Contract constitutes the entire Contract and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

SECTION 44. LEGAL REPRESENTATION

It is acknowledged that each party was, or had the opportunity to be, represented by counsel in the preparation of and contributed equally to the terms and conditions of this Contract and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing the same shall not apply herein due to the joint contributions of both parties.

SECTION 45. FUND APPROPRIATION

The CONTRACTOR understands and agrees that the TOWN, during any fiscal year, is not authorized to expend money, incur any liability or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year and that any contract, verbal or written, made in violation of this subsection is null and void and that consequently, no money may be paid on such contract beyond such limits. Nothing contained in this Contract shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. CONTRACTOR shall not proceed with services under this Contract without TOWN'S written verification that the funds necessary for CONTRACTOR'S compensation and other necessary expenditures are budgeted as available within the appropriate fiscal year budget. The TOWN does not represent that said budget item will be actually adopted, said determination being the determination of the Town Council at the time of the adoption of the budget.

SECTION 46. PUBLIC ENTITY CRIME

CONTRACTOR understands that a person or affiliate as defined in Section 287.133, Florida Statutes, who has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the TOWN and may not transact business with the TOWN in an amount set forth in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. CONTRACTOR herein certifies that it is qualified under Section 287.133, Florida Statutes, to provide the services set forth in this Contract for Residential Collection Service and Commercial Collection Service.

SECTION 47. FINANCIAL INTEREST

CONTRACTOR warrants and represents that no elected official, officer, agent, or employee of the TOWN has a financial interest, directly or indirectly, in this Contract or the compensation to be paid under it and, further, that no person who acts in the TOWN as a "purchasing agent" as defined in Chapter 112, Florida Statutes, nor any elected or appointed officer of the TOWN, nor any spouse or child of such purchasing agent, employee or elected or appointed officer, is a partner, officer, director, or proprietor of the CONTRACTOR and, further, that no such person, purchasing agent, TOWN elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the CONTRACTOR. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of the CONTRACTOR.

SECTION 48. ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained in this Contract and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Contract that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this Contract shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 49. HEADINGS

Headings in this document are for convenience of reference only and are not to be considered in any interpretation of this Contract.

SECTION 50. EXHIBITS

Each exhibit referred to in this Contract forms an essential part of this Contract. Each such exhibit is a part of this Contract and each is incorporated by this reference.

SECTION 51. MOST FAVORED NATIONS PROVISION

In the event that CONTRACTOR offers another similarly sized governmental entity within the tri-county region obtaining similar services a contractual term, including but not limited to a pricing term relating to a specific collection category that has similar collection amounts that TOWN, in its sole discretion,

determines to be more favorable, CONTRACTOR shall agree to modify this instant Contract to conform with the more favorable term.

SECTION 52. AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLES PROCESSING SERVICES

The parties recognize and agree the tremendous economies of scale and cost savings that could be achieved by having one vendor provide both collection and disposal services. As a direct result of the fact that the TOWN's current waste disposal and recyclables processing services agreement is about to expire, the TOWN has elected to enter into a backup agreement with CONTRACTOR to provide such services. In the event that the TOWN elects to terminate its agreement with its current waste disposal and recyclables processing services provider for cause, or in the event the TOWN or its current waste disposal and recyclables processing services provider elects not to extend its term, CONTRACTOR has agreed to provide such services in accordance with Exhibit "6", which will be executed herewith and which will commence upon thirty (30) days written notice from the TOWN. The TOWN specifically finds CONTRACTOR to be a sole source provider, and it waives any and all procurement code requirements to the contrary.

IN WITNESS WHEREOF, the TOWN and the CONTRACTOR have executed this Contract on the respective date(s) below each signature.

TOWN OF SOUTHWEST RANCHES, FLORIDA
A municipal corporation

ATTEST:

By:

Russel Muniz
TOWN CLERK

Doug McKay, Mayor

Date: _____

Date: _____

Approved as to form and correctness:

KEITH M. POLIAKOFF, J.D.
TOWN ATTORNEY

Date: _____

WASTE PRO OF FLORIDA, INC.

:

WITNESSES: _____

Print name: _____

Print Name: _____

Print Title: _____

Date: _____

Date: _____

**EXHIBIT 1
 RESIDENTIAL COLLECTION AND DISPOSAL SERVICE RATES**

These rates shall be in effect from October 1, 2017, through September 30, 2018. Rates shall be adjusted starting October 1st of each Contract Year thereafter in accordance with Section 12 herein. An example rate adjustment calculation is provided in Exhibit 4.

Table 1 – Residential Collection Service Rate for Manual Solid Waste Collection

IF TOWN RETAINS MANUAL SOLID WASTE COLLECTION	Generation Factor (tons/unit/year)	Disposal Fee (\$/ton)	Monthly Fee per Service Unit
Solid Waste Collection (2x/week, manual, unlimited)	NA	NA	\$ 12.85
Recycling Collection (1x/week in Roll Cart)	NA	NA	\$ 3.32
Bulk Waste Collection (every other week, 12 cy limit)	NA	NA	\$ 11.83
Solid Waste Disposal	1.28	\$ 44.69	\$ 4.77
Bulk Waste (Yard Trash and Bulk Trash) Recycling/Disposal	3.73	\$ 39.00	\$ 12.12
Monthly Total per Residential Service Unit			\$ 44.89

Table 2 – Residential Collection Service Rate if TOWN Ever Elects to Transition to Carted Solid Waste Collection

IF TOWN SELECTS CARTED SOLID WASTE COLLECTION	Generation Factor (tons/unit/year)	Disposal Fee (\$/ton)	Monthly Fee per Service Unit
Solid Waste Collection (2x/week in Contractor-provided Roll Cart)	NA	NA	\$ 12.94
Recycling Collection (1x/week in Roll Cart)	NA	NA	\$ 3.32
Bulk Waste Collection (every other week, 12 cy limit)	NA	NA	\$ 11.83
Solid Waste Disposal	1.28	\$ 44.69	\$ 4.77
Bulk Waste (Yard Trash and Bulk Trash) Recycling/Disposal	3.73	\$ 39.00	\$ 12.12
Monthly Total per Residential Service Unit			\$ 44.98

Table 3 – Rates for Additional Residential Services

ADDITIONAL RESIDENTIAL SERVICES	Fee per Pick Up	Fee per Cubic Yard	Fee per Cart*	Yearly Fee per Cart
Solid Waste Collection on unscheduled service day (manual collection; following customer request and approval of service fee)	\$ 19.30			
Solid Waste Collection on unscheduled service day (carted collection; following customer request and approval of service fee)	\$ 23.45			
Bulk Waste collection on unscheduled service day (following customer request and approval of service fee)		\$ 19.00		
Bulk Waste collection in excess of 12 cy per set-out limit CONTRACTOR shall automatically invoice customer for excess)		\$ 17.50		
Additional or replacement Solid Waste Roll Cart - 95-gallon			\$ 95.00	
Additional or replacement Solid Waste Roll Cart - 65-gallon			\$ 65.00	
Servicing additional Solid Waste Roll Cart (65 or 95 gallon)				\$ 79.80
Additional or replacement Recycling Waste Roll Cart - 95-gallon (serviced at no additional fee)			\$ 95.00	
Additional or replacement Recycling Waste Roll Cart - 65-gallon (serviced at no additional fee)			\$ 65.00	

*Fee per Cart shall remain constant for the Contract term unless otherwise approved by the Contract Administrator.

**EXHIBIT 2
 COMMERCIAL COLLECTION AND DISPOSAL SERVICE RATES**

These rates shall be in effect from October 1, 2017, through September 30, 2018. Rates shall be adjusted starting October 1st of each Contract Year thereafter in accordance with Section 13 herein. An example rate adjustment calculation is provided in Exhibit 4. These fees do not include the franchise fee charged by the TOWN and collected by the CONTRACTOR and remitted to the TOWN.

Pickups/Week	1	2	3	4	5	6	7
Cubic Yards	Monthly Rate	Monthly Rate	Monthly Rate	Monthly Rate	Monthly Rate	Monthly Rate	Monthly Rate
1	Collection \$ 52.48	\$ 104.96	\$ 157.44	\$ 209.92	\$ 262.40	\$ 314.88	\$ 367.36
	Disposal \$ 12.08	\$ 24.16	\$ 36.24	\$ 48.32	\$ 60.40	\$ 72.48	\$ 84.56
	Total \$ 64.56	\$ 129.12	\$ 193.68	\$ 258.24	\$ 322.80	\$ 387.36	\$ 451.92
2	Collection \$ 104.96	\$ 209.92	\$ 314.88	\$ 419.84	\$ 524.80	\$ 629.76	\$ 734.71
	Disposal \$ 24.16	\$ 48.32	\$ 72.48	\$ 96.65	\$ 120.81	\$ 144.97	\$ 169.13
	Total \$ 129.12	\$ 258.24	\$ 387.36	\$ 516.49	\$ 645.61	\$ 774.73	\$ 903.84
3	Collection \$ 157.44	\$ 314.88	\$ 472.32	\$ 629.76	\$ 787.19	\$ 944.63	\$ 1,102.07
	Disposal \$ 36.24	\$ 72.48	\$ 108.73	\$ 144.97	\$ 181.21	\$ 217.45	\$ 253.69
	Total \$ 193.68	\$ 387.36	\$ 581.05	\$ 774.73	\$ 968.40	\$ 1,162.08	\$ 1,355.76
4	Collection \$ 209.92	\$ 419.84	\$ 629.76	\$ 839.67	\$ 1,049.59	\$ 1,259.51	\$ 1,469.43
	Disposal \$ 48.32	\$ 96.65	\$ 144.97	\$ 193.29	\$ 241.61	\$ 289.94	\$ 338.26
	Total \$ 258.24	\$ 516.49	\$ 774.73	\$ 1,032.96	\$ 1,291.20	\$ 1,549.45	\$ 1,807.69
6	Collection \$ 314.88	\$ 629.76	\$ 944.63	\$ 1,259.51	\$ 1,574.39	\$ 1,889.27	\$ 2,204.14
	Disposal \$ 72.48	\$ 144.97	\$ 217.45	\$ 289.94	\$ 362.42	\$ 434.91	\$ 507.39
	Total \$ 387.36	\$ 774.73	\$ 1,162.08	\$ 1,549.45	\$ 1,936.81	\$ 2,324.18	\$ 2,711.53
8	Collection \$ 419.84	\$ 839.67	\$ 1,259.51	\$ 1,679.35	\$ 2,099.18	\$ 2,519.02	\$ 2,938.86
	Disposal \$ 96.65	\$ 193.29	\$ 289.94	\$ 386.58	\$ 483.23	\$ 579.87	\$ 676.52
	Total \$ 516.49	\$ 1,032.96	\$ 1,549.45	\$ 2,065.93	\$ 2,582.41	\$ 3,098.89	\$ 3,615.38

Container Type	Monthly Container & Maintenance Fee (if Contractor-owned)	Fee Per Pull
Roll-Off Container	\$3.00 Per Day	\$295.00
Compactor Container	*See Below	\$330.00 per pull

Disposal fees for Roll-Off Container and Compactor service will be charged based on actual weight and the Town’s Solid Waste disposal fee of Bulk Waste disposal fee in effect at that time.

*** Compactor container fees are negotiated directly with the customer and are determined by compactor specifications, but shall be in accordance with the rates charged to other customers seeking the same service in the tri-county area.**

EXHIBIT 3

NOT-TO-EXCEED COMMERCIAL RECYCLING SERVICE RATES

COMMERCIAL RECYCLING SERVICES	Paper	Commingled Containers	Single Stream Recyclables
65-Gallon Cart / Month (weekly collection)	\$25.35	\$25.35	\$25.35
95-Gallon Cart / Month (weekly collection)	\$35.50	\$35.50	\$35.50
Dumpster – Cubic Yard / Month (weekly collection)	\$9.04	\$9.04	\$9.04

The above prices are comparable to those paid by other businesses to CONTRACTOR in the tri-county area. CONTRACTOR may charge less than these prices, but may not charge more, unless such increase is in line with the amount charged by CONTRACTOR to other Commercial Customers within the tri-county area.

EXHIBIT 4
SAMPLE CALCULATION OF ANNUAL RATE ADJUSTMENTS

Service rates are adjusted as defined and described in Sections 12 and 13 of this Contract and as illustrated in this Exhibit. All assumptions are for demonstration purposes only.

Assumptions (for demonstration purposes only):

- CPI February 2017 = 243.283
CPI February 2018 = 247.126
80% of percentage change in CPI = $80\% \times ((247.126 - 243.283) / 243.283) = 0.01264 = 1.26\%$
- Average of monthly Fuel Index prices for March 2016-February 2017 = 2.56375
Average of monthly Fuel Index prices for March 2017-February 2018 = 2.65231
Percentage change in Fuel Index = $(2.65231 - 2.56375) / 2.56375 = 0.034543 = 3.45\%$

Residential Service Rate	a	b	c	d	e	f	g	h	i
	Rates for Demonstration Purposes Only (\$/unit/month)	95% of Collection Element	CPI (80% of % Change)	5% of Collection Element	Fuel Index (% Change)	New Rate (\$/unit/month)	Formula	5% Cap	Exceeds 5% Cap?
COLLECTION ELEMENTS									
	\$/unit/month					\$/unit/month			
Solid Waste Collection	\$12.94	\$12.29	1.26%	\$0.65	3.45%	\$13.12	$f = a + (b \times c) + (d \times e)$	\$13.59	No
Bulk Waste Collection	\$11.83	\$11.24	1.26%	\$0.59	3.45%	\$11.99	$f = a + (b \times c) + (d \times e)$	\$12.42	No
Recycling Collection	\$3.32	\$3.15	1.26%	\$0.17	3.45%	\$3.37	$f = a + (b \times c) + (d \times e)$	\$3.49	No
	\$28.09					\$28.47			
DISPSOAL ELEMENTS									
	See Calculations Below (\$/unit/month)					\$/unit/month			
Bulk Waste Disposal	\$12.12	na	1.26%	na	na	\$12.27	$f = a + (b \times c)$	\$12.73	No
Solid Waste Disposal	\$4.77	Adjusted only when actual tip fee changes				\$4.77	na	na	na
TOTAL	\$44.98					\$45.51			

Residential Disposal Rates	a	b	c	d
	Tip Fees for Demonstration Purposes Only (\$/ton)	Generation Factor (tons/unit/year)	Rates (\$/unit/month)	Formula
Bulk Waste Disposal	\$39.00	3.73	\$12.12	$c = (a \times b) / 12 \text{ months}$
Solid Waste Disposal	\$44.69	1.28	\$4.77	$c = (a \times b) / 12 \text{ months}$

Town of Southwest Ranches, Florida
 Solid Waste, Recyclables, and Bulk Waste Collection and Disposal Franchise Agreement

Commercial Service Rate	a	b	c	d	e	f	g	h	i
	Rates for Demonstration Purposes Only (\$/cubic yard)	95% of Collection Element	CPI (80% of % Change)	5% of Collection Element	Fuel Index (% Change)	New Rate (\$/cubic yard)	Formula	5% Cap	Exceeds 5% Cap?
	\$/unit/month					\$/unit/month			
Solid Waste Collection	\$12.12	\$11.51	1.26%	\$0.61	3.45%	\$12.29	$f = a + (b*c) + (d*e)$	\$12.73	No
Solid Waste Disposal (see calculation below)	\$2.79	Adjusted only when actual tip fee changes				\$2.79	na	na	na
TOTAL	\$14.91					\$15.08			

Commercial Disposal Rate	a	b	c	d
	Tip Fee for Demonstration Purposes Only (\$/ton)	Generation Factor (lbs./cubic yard)	Rate (\$/cubic yard)	Formula
Bulk Waste Disposal	\$44.69	125	\$2.79	$c = (a/2000 \text{ lbs.}) * b$

**EXHIBIT 5
 TECHNICAL SPECIFICATIONS FOR ROLL CARTS**

Following are minimum requirements for Solid Waste and Recyclables Roll Carts as required within the scope of this Contract. CONTRACTOR must provide a prototype of each of the TOWN’s program-sized Roll Carts (Solid Waste and Recycling) that meet the following technical specifications for TOWN approval prior to ordering the TOWN’s Roll Carts. The TOWN reserves the right to waive the requirement of a prototype.

<p>Construction and Design</p>	<ul style="list-style-type: none"> • Must meet ANSI Standards Z245.30 and AZ245.60 “Type B/G” containers, all rules, regulations, and laws pertaining to this product. • Roll Carts must be produced by a major manufacturer. • The upper lift point shall be permanently molded into the Roll Cart and the lower must be a 1” diameter galvanized free floating metal bar or composite equivalent, securely attached to prevent failure or loss. Molded bars are unacceptable. • The Roll Cart must be manufactured with a narrow width design to fit through a 30” door opening.
<p>Size (Capacity)</p>	<ul style="list-style-type: none"> • Two different sized Roll Carts are required with the following capacities: <ul style="list-style-type: none"> ○ Large = 94-96 gallon ○ Medium = 64-66 gallon
<p>Materials</p>	<ul style="list-style-type: none"> • Must be rotationally or injection molded using medium to high density 100% recyclable polyethylene. • Minimum resin weight of unassembled Roll Cart, including cart body and lid, must be: <ul style="list-style-type: none"> ○ 30 pounds or greater for large Roll Cart ○ 22 pounds or greater for medium Roll Cart • Resin used in the manufacturing process must contain a minimum of 25% post-consumer recycled material. • All plastic parts must be stabilized against ultraviolet light deterioration with a UV stabilizer additive.
<p>Body</p>	<ul style="list-style-type: none"> • The body of the Roll Cart must be one piece. • The Roll Cart wall and bottom thickness must be a minimum of .150 inches. • The body of the Roll Cart must be designed with a drag rail on the container bottom and reinforced in the area that contacts the ground with a molded-in bottom wear strip. • The top of the body must be molded with a reinforced rim to add structural strength and stability to the container and to provide a flat surface for lid closure. This reinforced rim must have a raised inner perimeter. The rim of the Roll Cart must not be designed to have an inward radius to obstruct free flow emptying the material out of the container.
<p>Lid</p>	<ul style="list-style-type: none"> • Lids must be of a configuration that the lid will not warp, bend, slump, or distort to such an extent that it no longer fits the body properly or becomes otherwise unserviceable. • The lid must be one-piece construction and securely attached to the rear of

	<p>the wheeled section of the Roll Cart using a rustproof, weather-resistant fastener system.</p> <ul style="list-style-type: none"> • The lid must be hinged to open to a position of 270 degrees from the closed position and hang open without stressing the lid, body, or tipping over the Roll Cart. • Lids must be designed to be easily removed in the event of damage or failure. Lid latches are not acceptable.
Handle	<ul style="list-style-type: none"> • Each Roll Cart must have a horizontal handle(s) to provide comfortable gripping areas for pushing or pulling the Roll Cart. • The handle shall be integrally molded into the body or lid, and only plastic surfaces shall be exposed to the hands of the user.
Wheels/Axle	<ul style="list-style-type: none"> • Roll Carts must be equipped with two (2) plastic molded or rubber wheels making the cart capable of being easily moved and maneuvered. • Wheels shall be snap-on or attached in a way that prevents unintended detachment. • Wheels must be a minimum of 10 inches in diameter for large and medium Roll Carts. • Each Roll Cart shall be furnished with a minimum 5/8 inch diameter axle with a corrosion-resistant coating that must be securely attached to the body by molded axle retainers. • The wheels and axle must be rated to meet the maximum load requirements of 3.5 pounds per gallon.
Stability	<ul style="list-style-type: none"> • Roll Carts must be able to remain stable and upright in winds up to 30 miles per hour when empty.
Color	<ul style="list-style-type: none"> • Color must not be streaked in the finished product and must be colorfast so that the color does not alter significantly with normal use. Painted Roll Carts are unacceptable. • Colors will be specified by the Town. • The final color selection must be approved by the TOWN prior to manufacturing.
Markings	<ul style="list-style-type: none"> • The TOWN must approve all markings. • Sequential serial numbers must be molded, branded, or hot stamped into the front of the body with white color. Such number shall be assigned to a specific property within the TOWN. • An eight to ten (8-10) alpha/numeric serial number shall be used as determined by the TOWN. • A Southwest Ranches logo must be clearly molded, inscribed, or hot-stamped into both sides of the body with the following wording in 1 inch lettering on the lid: <ul style="list-style-type: none"> ○ Property of the Town of Southwest Ranches. ○ Instructions for which side of the Roll Cart must face the street for collection. ○ ANSI and regulatory labeling required. • Recycling Roll Carts must also have the following markings:

	<ul style="list-style-type: none"> ○ Recycling logo on both sides of the Roll Cart. ○ In-mold label on the cart lid with program instructions as determined by the TOWN.
<p>Warranty</p>	<ul style="list-style-type: none"> ● Roll Carts must be fully (100%) warranted against defects in materials and workmanship for a minimum period of ten (10) years from the date of delivery and be transferrable to the TOWN at the expiration of this Contract. ● The warranty must be unconditional and non-prorated providing the TOWN with assurance of full Roll Cart replacement. The warranty must survive the termination of any contract for the manufacture and/or A&D of Roll Carts. ● Warranty is understood to include the following coverage: <ul style="list-style-type: none"> ○ Failure of the lid to prevent rainwater from entering the Roll Cart when the lid is closed on the body. ○ Damage to the body, the lid, or any component parts through opening or closing the lid. ○ Failure of the lid hinge to remain fully functional and continually hold lid in the originally-designed and intended positions when either opened or closed. ○ Failure of the body and lid to maintain its original shape. ○ Wear through of Roll Cart bottom so that it leaks liquid. ○ Failure of the wheels to provide continuous, easy mobility, as originally designed. ○ Failure of any part to conform to minimum standards as specified.
<p>Asset Management</p>	<ul style="list-style-type: none"> ● A manufacturing database must be maintained that includes each Roll Cart's serial number, date of manufacture, location of manufacturer, Roll Cart type, color, and size. ● At the time and point of delivery, the date, time, and latitude/longitude of the Roll Cart's delivery must be captured and associated with the manufacturing database and the residential physical address to which the Roll Cart is assigned. ● The asset management database, including manufacturing information and A&D information, shall be completed and submitted to the Contract Administrator prior to the Commencement Date and maintained throughout the term of this Contract. ● At the termination of this Contract, the asset management database shall be transmitted to the TOWN in an acceptable format.

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EXHIBIT 6

AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLES PROCESSING SERVICES

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**Agreement
Between
Town of Southwest Ranches
And
Waste Pro of Florida, Inc.
FOR SOLID WASTE DISPOSAL
AND RECYCLABLES PROCESSING SERVICES**



TABLE OF CONTENTS

SECTION 1.	EFFECTIVE DATE, COMMENCEMENT DATE, AND TERM	3
SECTION 2.	DEFINITIONS.....	3
SECTION 3.	CONTRACTOR’S DISPOSAL RESPONSIBILITIES.....	6
SECTION 4.	CONTRACTOR’S RECYCLABLES PROCESSING RESPONSIBILITIES	13
SECTION 5.	RATES AND BILLING FOR DISPOSAL SERVICE	16
SECTION 6.	REVENUE AND PAYMENT FOR RECYCLABLES	18
SECTION 7.	CHANGE IN LAW.....	18
SECTION 8.	LIQUIDATED DAMAGES.....	19
SECTION 9.	EMERGENCY SERVICE PROVISIONS.....	19
SECTION 10.	PERFORMANCE BOND.....	19
SECTION 11.	INSURANCE	20
SECTION 12.	INDEMNIFICATION OF TOWN	22
SECTION 13.	POINT OF CONTACT	23
SECTION 14.	NOTICE	23
SECTION 15.	TERMINATION OF CONTRACT	24
SECTION 16.	MODIFICATIONS TO THE CONTRACT	26
SECTION 17.	PERMITS AND LICENSES	26
SECTION 18.	INDEPENDENCE OF CONTRACT.....	26
SECTION 19.	FORCE MAJEURE	26
SECTION 20.	EMPLOYEE STATUS.....	27
SECTION 21.	EQUAL OPPORTUNITY EMPLOYMENT	27
SECTION 22.	MEDIATION	27
SECTION 23.	RIGHT TO REQUIRE PERFORMANCE.....	27
SECTION 24.	GOVERNING LAW	28
SECTION 25.	CONSENT TO JURISDICTION	28
SECTION 26.	LITIGATION.....	28
SECTION 27.	COMPLIANCE WITH LAWS.....	28
SECTION 28.	SEVERABILITY	28
SECTION 29.	ASSIGNMENT AND SUBLETTING	28
SECTION 30.	MODIFICATIONS.....	29

SECTION 31. LEGAL REPRESENTATION 29

SECTION 32. FUND APPROPRIATION 29

SECTION 33. PUBLIC ENTITY CRIME 29

SECTION 34. FINANCIAL INTEREST 29

SECTION 35. ALL PRIOR AGREEMENTS SUPERSEDED 30

SECTION 36. AUDIT AND INSPECTION RIGHTS AND RETENTION OF RECORDS 30

SECTION 37. PAYMENT DISPUTES..... 30

SECTION 38. MOST FAVORED PRICING AND MATERIAL TERMS..... 31

SECTION 39. HEADINGS 31

SECTION 40. EXHIBITS 31

EXHIBIT 1 DISPOSAL AND ANCILLARY SERVICES FEES

AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLES PROCESSING SERVICES

Town of Southwest Ranches, Florida

This Contract is made and entered into this ____ day of June, 2017, between the Town of Southwest Ranches, a municipal corporation of the State of Florida, Broward County, Florida, hereinafter referred to as "TOWN," and Waste Pro of Florida, Inc., authorized to do business in the State of Florida, hereinafter referred to as "CONTRACTOR."

Now, therefore, in consideration of the mutual covenants, agreements and consideration contained herein, the TOWN and CONTRACTOR hereby agree as hereinafter set forth:

SECTION 1. EFFECTIVE DATE, COMMENCEMENT DATE, AND TERM

- A. Effective and Commencement Dates The Effective Date of this Contract is thirty (30) days after the TOWN provides CONTRACTOR with written notice of this Contract's initiation. The Commencement Date is the date that services are requested to Commence.
- B. Initial Term The term of this Contract shall be for a five (5) year period beginning on the Commencement Date, and terminating five (on September 30, 2022).
- C. Renewal Option At the option of the TOWN and with the concurrence of the CONTRACTOR, this Contract may be renewed for two (2) five (5) year terms under the same terms and conditions as the initial term, including amendments, subject to approval by the Town Council.

SECTION 2. DEFINITIONS

For the purpose of this Solid Waste Disposal and Recyclables Processing Agreement, hereinafter referred to as "Contract," 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 "Solid Waste Ordinance" as contained in the TOWN Code shall control. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender shall include the feminine gender. The word "shall" is always mandatory and not merely discretionary.

- A. Biohazardous or Biomedical Waste means any waste that may cause disease or reasonably be suspected of harboring pathogenic organisms, including waste resulting from the operation of medical clinics (veterinary or otherwise), hospitals (veterinary or otherwise), and other facilities processing waste that may consist of, but are not limited to, human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, sharps, contaminated clothing, and surgical gloves.
- B. Bulk Trash means those wastes that may require special handling and management and which by reason of bulk, shape, or weight cannot be placed in a Container. Bulk Trash includes, but is not limited to, furniture and fixtures, mattresses, White Goods, equipment, and any and all household goods that are customary to ordinary housekeeping operations of a Residential Service Unit. Bulk Trash must be generated by the customer at the Residential Service Unit at

- which the Bulk Trash is placed for Collection. Bulk Trash does not include Construction and Demolition Debris, Contractor-Generated Waste, or Exempt Waste.
- C. Bulk Waste means the combination of Bulk Trash and Yard Trash. Bulk Waste must be generated by the customer at the Residential Service Unit at which it is placed for Collection. Bulk Waste does not include Construction and Demolition Debris, Contractor-Generated Waste, or Exempt Waste.
- D. Commencement Date means the date services pursuant to this Contract commence.
- E. Contract means this agreement, including all attachments, schedules, and amendments thereto, between the TOWN and the CONTRACTOR, governing the provision of services as defined herein.
- F. Contract Administrator means the person designated by the Town Administrator to administer and monitor the provisions of this Contract.
- G. Contract Year means the time from the Commencement Date through the following September 30th and each twelve (12) months thereafter for the term of the Contract.
- H. CONTRACTOR means that person or entity that has obtained from the TOWN a Contract to provide the services set forth herein.
- I. Contractor-Generated Waste means Bulk Trash and/or Yard Trash generated by builders, building contractors, privately employed tree trimmers and tree surgeons, landscape services, lawn or yard maintenance services, and nurseries.
- J. Designated Disposal Facility means the facility designated in this Contract for disposal of the TOWN'S Solid Waste.
- K. Designated Processing Facility means the facility designated by CONTRACTOR and approved by the TOWN at which the CONTRACTOR will process Program Recyclables, which facility may be the same as or different than the Designated Recycling Facility.
- L. Designated Recycling Facility means the facility designated by CONTRACTOR and approved by the TOWN at which the CONTRACTOR will receive delivery of Program Recyclables, whether such facility is a materials recovery facility, recovered materials processing facility, or a transfer station.
- M. Designated Receiving Facility means the facility designated by CONTRACTOR and approved by the TOWN at which Solid Waste is received by the CONTRACTOR.
- N. Drop-Off Bulk Waste means Bulk Waste generated from residential sources within the TOWN and accepted by the CONTRACTOR at a drop-off location as specified in this Contract. For the purposes of this Contract, Drop-Off Bulk Waste shall include residential Bulk Trash and Yard Trash, but not any putrescible waste, commercially generated waste, Contractor-Generated Waste, or Unacceptable Waste, with the exception of tires.
- O. Effective Date means the date this Contract is executed by both the TOWN and CONTRACTOR.

- P. Electronic Waste or E-Waste means end-of-life or discarded electronic devices or component parts. For the purposes of this Contract, E-Waste includes computers, monitors, laptops, mice, printers, televisions, DVD, Blue Ray, CD or VCR players, copiers, fax machines, cell phones, chargers, rechargeable batteries, scanners, keyboards, stereos, speakers, small appliances, and auto/boat batteries from residential sources, as well as other items mutually agreed upon by the TOWN and CONTRACTOR.
- Q. Hazardous Waste means any solid waste that is defined as a hazardous waste by the Florida Department of Environmental Protection in the State of Florida Administrative Code, or by any current or future Federal, State, or local law.
- R. Holiday means a designated holiday on which the CONTRACTOR shall not be required to provide service. For the purposes of this Contract, Holiday shall only mean Christmas Day unless additional Holidays are approved by the Contract Administrator.
- S. Household Hazardous Waste or HHW means a waste produced in the home containing hazardous substances that may pose a threat to the environment, wildlife, and/or human health. For the purposes of this Contract, HHW includes aerosol products, ammonia, ammunition, anti-freeze, auto fluids, auto batteries, boat batteries, boat fluids, charcoal starter, compact fluorescent bulbs (CFLs), drain cleaner, fertilizers, fire extinguishers, fireworks, flares, fluorescent tubes, gasoline, herbicides, household cleaners, insect killer, kerosene, lawn chemicals, lighter fluid, mercury thermometers, motor oil, nail polish remover, paint, pesticides, photo chemicals, pool chemicals, propane tanks, rechargeable batteries, rust remover, solvents, spot remover, four (4) tires per household per collection, turpentine, weed killer, wood stains, and wood stripper from residential sources, as well as other items mutually agreed upon by the TOWN and CONTRACTOR.
- T. Program Recyclables means Recyclable Materials collected by or on behalf of the TOWN and over which the TOWN has control, including newspapers (including inserts), corrugated cardboard, mixed paper (including brown paper bags, magazines, phonebooks, junk mail, white and colored paper, shredded paper in a bag, and paperboard), aluminum cans, plastic containers and bottles marked with SPI codes 1-7, glass bottles and jars, tin and ferrous cans, polycoated cartons, and other materials added by mutual agreement of the TOWN and CONTRACTOR.
- U. Recovered Materials means Recyclable Materials which have been processed to market specifications.
- V. Recyclable Materials or Recyclables means those materials that are capable of being recycled and which would otherwise be processed or disposed of as solid waste.
- W. Rejects means materials, other than Residue, that cannot be recycled and that cannot be processed into Recovered Materials.
- X. Residue means the portion of the Recyclable Material stream accepted by the CONTRACTOR that is not converted to Recovered Materials due to breakage and/or transportation or processing inefficiencies.
- Y. Single Stream means a recycling process that allows for Recyclable Materials to be collected commingled with no sorting required by residents, businesses, or haulers.

- Z. Solid Waste means rubbish, refuse, trash, or other similar discarded material resulting from domestic, industrial, commercial, agricultural, or governmental operations. For the purposes of this Contract, Solid Waste does not include Recyclable Materials, Unacceptable Waste, residential Bulk Waste, or Solid Waste not controlled by the TOWN.
- AA. Ton means a unit of weight equal to 2,000 pounds, also referred to as a short ton.
- BB. TOWN means the Town of Southwest Ranches, Florida.
- CC. Town's Contract Hauler means Waste Pro, or the firm that may in the future, contract with the TOWN to collect and transport Solid Waste and Program Recyclables.
- DD. Town Council or Council means the governing body of the Town of Southwest Ranches, Florida.
- EE. Unacceptable Waste means Biohazardous or Biomedical Waste, Hazardous Waste, sludge, automobiles, automobile parts, boats, boat parts, boat trailers, internal combustion engines, lead-acid batteries, used oil and tires, and those wastes under the control of the Nuclear Regulatory Council.
- FF. Work Day means any day, Monday through Saturday, which is not a Holiday as set forth in this Contract.
- GG. Yard Trash means any vegetative matter resulting from normal yard and landscaping maintenance. Yard Trash must be generated from residential sources. Yard Trash includes Christmas trees, but does not include Contractor-Generated Waste.

SECTION 3. CONTRACTOR'S DISPOSAL RESPONSIBILITIES

- A. Designated Facilities
 - (1) The Designated Receiving Facility at which Solid Waste will be received shall be a licensed facility selected by the CONTRACTOR and approved in writing by the Town prior to the Commencement Date.
 - (2) The Designated Disposal Facility at which Solid Waste will be disposed pursuant to this Contract shall be a licensed facility selected by CONTRACTOR and approved in writing by the Town prior to the Commencement Date.
 - (3) The Designated Receiving Facility and Designated Disposal Facility may be changed only with prior written approval by the Contract Administrator. The CONTRACTOR shall not take the TOWN'S Solid Waste to any other disposal facility than the Designated Disposal Facility unless prior written approval is given by the Contract Administrator.
 - (4) The CONTRACTOR shall be fully responsible for all aspects of bringing the waste to the Designated Disposal Facility.
 - (5) The CONTRACTOR is responsible to ensure that that the Designated Receiving Facility and the Designated Disposal Facility are properly licensed, permitted, and are operated

at all times in full compliance with all applicable local, State and Federal laws, regulations, permits and similar requirements.

- (6) The TOWN shall have the right, during normal hours of operation, to inspect both the operating and maintenance practices of the Designated Receiving Facility and Designated Disposal Facility. Operating practices shall include, but not be limited to, the receipt, loading, storage, transport, and disposal of Solid Waste. The CONTRACTOR shall reasonably accommodate the TOWN'S inspection rights described herein, provided it does not create a safety hazard.

B. Solid Waste Acceptance and Disposal

- (1) Beginning on the Commencement Date, the TOWN shall direct delivery of all Solid Waste over which the TOWN has control to the Designated Receiving Facility during the scheduled receiving hours of the facility. The TOWN makes no assurances or guarantees regarding the quantity of Solid Waste that will be delivered to the Designated Receiving Facility.
- (2) Beginning on the Commencement Date, the CONTRACTOR shall direct deliveries of Solid Waste at the Designated Receiving Facility between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, and 7:00 a.m. and 3:00 p.m., on Saturday, or other hours, approved in writing, by the Contract Administrator. The Designated Receiving Facility may be closed on Holidays as defined herein. No reduction in scheduled receiving hours shall be made without the prior written approval of the Contract Administrator.
- (3) The Designated Receiving Facility shall be equipped with adequately-sized legal-for-trade truck scales and computerized recordkeeping systems for weighing and recording all incoming Solid Waste delivery vehicles. Such scales shall be inspected and approved for use prior to placing them into service. CONTRACTOR shall require scale at the Designated Receiving Facility to be independently calibrated and certified no less frequently than annually.
- (4) The Designated Receiving Facility shall weigh all trucks transporting Solid Waste, by or on behalf of the TOWN, that enter the Designated Receiving Facility, record such weights separate from all other materials, and generate reports of incoming Solid Waste as required herein or requested by the TOWN.
- (5) Upon collection of Solid Waste, the CONTRACTOR shall assume ownership of such Solid Waste. The CONTRACTOR shall bear all costs associated with transporting and disposing of the TOWN'S Solid Waste, including transport to the Designated Disposal Facility, if applicable.
- (6) If Unacceptable Waste is found within a load of Solid Waste delivered by the TOWN or its agents to the Designated Receiving Facility, the CONTRACTOR shall immediately notify the Contract Administrator and note the incident by taking a photograph of the Unacceptable Waste and the truck, including the truck number, and the truck driver's information that delivered the Unacceptable Waste. The CONTRACTOR is responsible for properly isolating, containerizing, and disposing of such Unacceptable Waste in accordance with all applicable laws. The cost of managing and disposing of such

Unacceptable Waste shall be borne by the TOWN, provided that the CONTRACTOR has adequately documented that such waste was delivered by or on behalf of the TOWN.

- (7) In the event the CONTRACTOR fails, refuses, or is unable to accept Solid Waste on the Commencement Date or thereafter during the term of the Contract, the CONTRACTOR will be liable for all hauling, processing, transportation, disposal charges, and any other related costs in excess of the Disposal Fee paid to the CONTRACTOR that may be incurred by the TOWN with respect to the disposal of such Solid Waste.

C. Ancillary Services

- (1) The CONTRACTOR shall provide six (6) HHW and E-Waste collection events per year (one every other month of the calendar year), hereinafter referred to as "HHW Collection Events." Four (4) of the events shall be conducted within the TOWN limits at a location to be provided by the TOWN and on dates to be approved by the Contract Administrator. The remaining two (2) events shall be located at CONTRACTOR's facility located in the City of Pembroke Pines, or at an alternative location approved in writing by the Contract Administrator. Such HHW Collection Event shall be limited to TOWN residents who show official proof of residency. Disposal costs from the event shall not exceed \$10,000 per event. Once CONTRACTOR believes that it has collected approximately \$10,000 of HHW and E-Waste it may conclude the collection event. In the event that the Designated Receiving Facility determines, through reasonable documentation, that the event's collection exceeded \$10,000, the TOWN shall reimburse CONTRACTOR for the difference charged to CONTRACTOR from the Designated Receiving Facility. The HHW and E-Waste received at a collection event shall not be comingled and shall be immediately processed following a collection event. CONTRACTOR shall reject any HHW and E-Waste that it reasonably believes to be commercial in nature.
 - (a) Each HHW Collection Event shall occur on a Saturday and shall last at least six (6) hours in duration or until all residents that have arrived at the location during those hours have been serviced. CONTRACTOR shall arrive at a minimum of one and one-half (1.5) hours prior to the event start time for setup and a pre-event safety meeting.
 - (b) The CONTRACTOR shall be responsible for providing all staff, equipment, and resources needed for the collection, quantifying, packaging and removal of HHW and E-Waste received at each HHW Collection Event.
 - (c) The CONTRACTOR shall accept, quantify, log, transfer, recycle, reuse and/or dispose of HHW and E-Waste delivered by TOWN residents to the HHW Collection Event.
 - (d) The CONTRACTOR shall provide traffic control, adequate ingress and egress, and adequate staff to prevent long waits for TOWN residents.
 - (e) The CONTRACTOR shall ensure that HHW and E-Waste is accepted from TOWN residents only, via valid identification or other means. No commercially generated waste or Contractor-Generated Waste shall be accepted.

- (f) The CONTRACTOR is solely responsible for complying with all local, State, and Federal regulations regarding packaging, recycling, demanufacturing, and transporting E-Waste and HHW, including any and all requirements mandated by federally permitted facilities.
- (g) Upon acceptance of HHW and E-Waste at the HHW Collection Event, the CONTRACTOR shall bear all costs associated with processing, transporting, recycling, reusing, and/or disposing of such materials, in accordance with Section 1 above.
- (h) At least sixty (60) calendar days prior to the first HHW Collection Event, the CONTRACTOR shall provide the TOWN with an Operations Plan detailing the following:
- Number of staff personnel and minimum level of training of such staff. Drop-Off HHW Site Manager shall receive training in accordance with OSHA 29 CFR §1910.120.
 - List of onsite equipment.
 - Set up of site, including traffic control, ingress and egress, and restricted areas.
 - Methodology detailing how materials will be received and logged and a sample log sheet.
 - Methodology detailing how materials will be managed, collated, containerized and/or palletized, tracked, weighed, and/or transported from the HHW Collection Event site to final disposal/recycling facilities.
 - Site safety, chemical containment, and spill containment plans.
 - Methodology detailing how the CONTRACTOR will ensure accurate invoicing to the TOWN. Methodology shall detail where and how materials will be weighed for invoicing purposes and how the weight of pallets, drums, and other packaging materials will be deducted from gross weight.
 - Sample invoice for TOWN review.

The Operations Plan is subject to approval by Contract Administrator.

- (i) Within thirty (30) days of the Commencement Date, the CONTRACTOR shall provide documentation of end markets for all HHW and E-Waste. Documentation may be in the form of (1) letter of agreements/contracts on subcontractor letterhead; (2) copies of agreements/contracts indicating scope of agreement, dates and signatures; or (3) sworn affidavit from CONTRACTOR on contractor letterhead. Such documentation shall specify the materials involved, time period for which agreement or affidavit is valid, and a general description of the material disposition (precious metal recovery, sale to repair facility, resale to public, secondary lead smelter, etc.). The CONTRACTOR shall keep this information current throughout the term of the Contract. Should the environmental or regulatory compliance record of

an end market warrant, the TOWN reserves the right to require the CONTRACTOR to change end markets.

- (2) The CONTRACTOR shall provide four (4) drop-off collection events per year (one per calendar year quarter) for Drop-Off Bulk Waste, hereinafter referred to as "Drop-Off Collection Events." Such events shall be conducted within the TOWN limits at a location to be provided by the TOWN and on dates to be approved by the Contract Administrator. Such Drop-Off Collection Events shall be limited to TOWN residents who show official proof of residency.
- (a) Each Drop-Off Collection Event shall occur on a Saturday and shall last at least six (6) hours in duration or until all residents that have arrived at the location during those hours have been serviced. Such events may be scheduled in conjunction with or separate from the HHW Collection Events, as approved by the Contract Administrator.
- (b) The CONTRACTOR shall be responsible for providing all staff, equipment, and resources needed to conduct each Drop-Off Collection Event.
- (c) The CONTRACTOR shall accept, transfer, recycle, reuse and/or dispose of Drop-Off Bulk Waste delivered by TOWN residents to the Drop-Off Collection Events.
- (d) The CONTRACTOR shall ensure that Drop-off Bulk Waste is accepted from TOWN residents only, via valid identification or other means. No commercially generated waste or Contractor-Generated Waste shall be accepted.
- (e) Upon acceptance of Drop-Off Bulk Waste at the Drop-Off Collection Event, the CONTRACTOR shall bear all costs associated with processing, transporting, recycling, reusing, and/or disposing of such materials.
- (f) The CONTRACTOR shall weigh all Drop-Off Bulk Waste materials transferred from Drop-Off Collection Site upon entering the final disposal/recycling facility and record the net weight of the materials by subtracting the weight of the empty vehicle upon exit of the facility. No vehicle tare weights shall be used for Drop-Off Bulk Waste deliveries. The final disposal facility shall be equipped with adequately-sized legal-for-trade truck scales and computerized recordkeeping systems for weighing and recording all incoming Drop-Off Bulk Waste delivery vehicles. Such scales shall be inspected and approved for use prior to placing them into service. CONTRACTOR shall calibrate and certify scales no less frequently than annually.
- (g) At least sixty (60) calendar days prior to the first Drop-Off Collection event, the CONTRACTOR shall provide the TOWN with an Operations Plan detailing the following:
- Number of staff personnel to be on site during operating hours.
 - Set up of site, including traffic control and restricted areas.
 - List of onsite equipment.

- Logistics of how materials will be received, quantified and logged and a sample log sheet.
- Site Safety Plan.
- Methodology detailing how materials will be received, managed, containerized, tracked, weighed, and/or transported from the Drop-Off Collection Event site to final disposal/recycling facilities.
- Details regarding any processing of Drop-Off Bulk Waste that will take place at Drop-Off Collection Event Site or elsewhere.
- Methodology detailing how the CONTRACTOR will ensure accurate invoicing to the TOWN. Methodology shall detail where and how materials will be weighed for invoicing purposes.
- Sample Invoice.

Operations Plan is subject to approval by Contract Administrator.

- (h) At least sixty (60) calendar days prior to the first Drop-Off Collection Event, the CONTRACTOR shall provide the Contract Administrator with the name of the facility or facilities at which Drop-Off Bulk Waste will be recycled or disposed, including the facility location, contact person, phone number, and email address. The CONTRACTOR shall keep this list current throughout the term of the Contract.

D. Record Keeping

- (1) The CONTRACTOR shall create, maintain, and make available records as defined herein; as required by all applicable local, State, and Federal laws, rules and regulations; or as are reasonably necessary to document and track the performance of work pursuant to this Contract.
- (2) The CONTRACTOR shall maintain records of the amounts of the TOWN'S Solid Waste received at the Designated Receiving Facility. Such records shall be kept separate and apart from all other records maintained by the CONTRACTOR. Records shall distinguish between residential Solid Waste and commercial Solid Waste, and shall provide delivery date and time, vehicle number, and net weight.
- (3) The CONTRACTOR shall maintain such records in accordance with generally accepted management principles and practices. The TOWN shall have access to such books, records, documents, and other evidence for inspection, review, and copying during normal business hours. The CONTRACTOR will provide proper facilities for such access and inspection. The Florida Public Records Act, Chapter 119 of the Florida Statutes, may have application to records or documents pertaining to this Contract, and CONTRACTOR acknowledges that such laws have possible application and agrees to comply with all such laws.
- (4) The CONTRACTOR shall complete and maintain log sheets, the format of which must be approved by the Contract Administrator, regarding the HHW and E-Waste received at

each HHW Collection Event. At a minimum, the CONTRACTOR shall record the number and types (e.g., automobile, pickup truck, trailer, etc.) of vehicles delivering materials, the name and the address of the resident dropping off the HHW and E-Waste, the types of HHW and E-Waste delivered by each resident, and the total amount of HHW and E-Waste collected at each event by type. The log sheets must be verified and signed by the CONTRACTOR and the TOWN and each provided with a copy before any HHW and E-Waste are transported from the collection site.

- (5) The CONTRACTOR shall complete and maintain log sheets regarding the Drop-Off Bulk Waste received at each Drop-Off Collection Event. At a minimum, the CONTRACTOR shall record the number and types (e.g., automobile, pickup truck, trailer, etc.) of vehicles delivering Bulk Waste, the name and the address of the resident dropping off the Drop-Off Bulk Waste, the types and estimated quantities, in cubic yards, of Bulk Waste delivered by each resident, and the total amount (in cubic yards) of Bulk Waste collected at each event.
- (6) The CONTRACTOR will maintain and allow access to books, records, data, documents, and reports relating to this Contract in accordance with the records retention requirements set forth in Florida Law.

E. Reporting

- (1) Prior to the fifteenth (15th) calendar day of each month during the term of this Contract, the CONTRACTOR shall submit a report electronically to the Contract Administrator, in a format approved by the Contract Administrator. The report shall provide the total tonnage of residential Solid Waste and commercial Solid Waste received at the Designated Receiving Facility during the previous month, as well as a breakdown by delivery date and time, vehicle number, and quantity. If applicable, the report shall include any tonnage diverted from disposal by the CONTRACTOR.
- (2) Within thirty (30) calendar days after each HHW Collection Event and Drop-Off Collection Event, the CONTRACTOR shall submit a report electronically to the Contract Administrator, in a format approved by the Contract Administrator. The report shall provide the information collected at the HHW Collection Event and Drop-Off Collection Event.
- (3) Within ninety (90) calendar days after each HHW Collection Event and Drop-Off Collection Event, the CONTRACTOR shall provide documentation of disposal and/or recycling, indicating the recycling/demanufacturing/disposal location and certifying that all HHW, E-Waste, and Bulk Waste was handled in accordance with State, Federal, and international rules as they apply.
- (4) Within thirty (30) calendar days after the end of each Contract Year, the CONTRACTOR shall provide the Contract Administrator with a report summarizing the total Tons of residential Solid Waste and commercial Solid Waste delivered to the Designated Receiving Facility during the Contract Year and the net tonnage diverted from disposal (if applicable).
- (5) At least fifteen (15) calendar days prior to the end of each Contract Year during the term of this Contract, the CONTRACTOR shall ensure and certify to the TOWN that all

required documents are current and on file with the TOWN. Such documents include, but are not limited to, certificates of insurance and performance bond.

SECTION 4. CONTRACTOR'S RECYCLABLES PROCESSING RESPONSIBILITIES

A. Designated Facilities

- (1) The Designated Recycling Facility shall be selected by CONTRACTOR and approved in writing by the Town prior to the Commencement Date.
- (2) The Designated Processing Facility shall be selected by CONTRACTOR and approved in writing by the Town prior to the Commencement Date.
- (3) The Designated Recycling Facility and Designated Processing Facility may be changed only with prior written approval by the Contract Administrator.
- (4) The CONTRACTOR shall be fully responsible for all aspects of the management, operations, and maintenance of the Designated Recycling Facility and Designated Processing Facility.
- (5) The CONTRACTOR shall ensure that the Designated Recycling Facility and Designated Processing Facility are operated at all times in full compliance with all applicable local, State, and Federal laws, regulations, permits, and similar requirements.
- (6) The TOWN shall have the right, during normal hours of operation, to inspect both the operating and maintenance practices of the Designated Recycling Facility and Designated Processing Facility. Operating practices shall include, but not be limited to, the receipt, separation, processing, loading, storage, and transport of Recyclable Materials and Recovered Materials. The CONTRACTOR shall reasonably accommodate the TOWN'S inspection rights described herein, provided it does not create a safety hazard.

B. Materials Acceptance

- (1) Beginning on the Commencement Date, the TOWN shall direct delivery of all Program Recyclables to the Designated Recycling Facility during the scheduled receiving hours specified herein. Program Recyclables will be delivered Single Stream. The TOWN makes no assurances or guarantees regarding the quantity of Program Recyclables that will be delivered to the Designated Recycling Facility.
- (2) Beginning on the Commencement Date, the CONTRACTOR shall accept deliveries of Program Recyclables at the Designated Recycling Facility between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday, and 6:00 a.m. and 4:00 p.m., on Saturday, or other hours, approved in writing, by the Contract Administrator. The Designated Recycling Facility may be closed on Holidays as defined herein. No reduction in scheduled receiving hours shall be made without the prior written approval of the Contract Administrator.

- (3) Program Recyclables are as defined in Section 2.U. The TOWN reserves the right to designate or remove other Recyclable Materials as Program Recyclables if the contracting parties agree it is technically feasible.
- (4) The Designated Recycling Facility shall be operated to facilitate delivery vehicle access during operations. The daily average delivery vehicle turnaround time from arrival at the facility site to exit from the facility site shall not exceed twenty (20) minutes. Delays caused by equipment failure not due to negligence of the CONTRACTOR or other fault of the delivery vehicle shall not be included in the turn-around time computation. The CONTRACTOR will provide the TOWN with access to its records to verify vehicle turnaround time within twenty-four (24) hour's notice.
- (5) The Designated Recycling Facility shall be equipped with adequately-sized legal-for-trade truck scales and computerized recordkeeping systems for weighing and recording all incoming Program Recyclables delivery vehicles. Such scales shall be independently inspected and approved for use prior to placing them into service. CONTRACTOR shall have the scales independently calibrated and certified no less frequently than annually.
- (6) The CONTRACTOR require all trucks transporting Program Recyclables that enter the Designated Recycling Facility to be weighed, record such weights separate from all other materials, and generate reports of incoming Program Recyclables as required herein or requested by the TOWN. The CONTRACTOR may use tare weights. If the CONTRACTOR chooses to use tare weights, all tare weights must be independently recalibrated and recertified in accordance with industry standards, but in no event less than annually.
- (7) If Hazardous Waste is found within a load of Program Recyclables delivered by the TOWN or its agents to the Designated Receiving Facility, the CONTRACTOR shall immediately notify the Contract Administrator and note the incident by taking a photograph of the Hazardous Waste and the truck, including the truck number and the truck driver's information, that delivered the waste. The CONTRACTOR is responsible for properly isolating, containerizing, and disposing of such Hazardous Waste in accordance with all applicable laws. The cost of managing and disposing of such Hazardous Waste shall be borne by the TOWN, provided that the CONTRACTOR has adequately documented that such waste was delivered by or on behalf of the TOWN.
- (8) In the event the CONTRACTOR fails, refuses, or is unable to accept Program Recyclables on the Commencement Date or thereafter during the term of the Contract, the CONTRACTOR will be liable for all hauling, processing, transportation, disposal charges and any other related costs, in excess of payments that would have been made under this Contract, which may be incurred by the TOWN with respect to recycling and marketing such materials.

C. Transport, Processing, Marketing, and Disposal

- (1) Upon acceptance of Program Recyclables at the Designated Recycling Facility, the CONTRACTOR shall bear all costs associated with processing or transporting Program Recyclables and marketing and transporting Recovered Materials. The CONTRACTOR is responsible for all costs of transporting and disposing of non-recyclable materials, including Rejects and Residue, resulting from the processing of Program Recyclables.

- (2) Unless the CONTRACTOR has prior written permission from the TOWN, the CONTRACTOR shall not dispose of and/or landfill any Program Recyclables or Recovered Materials resulting from the processing of Program Recyclables. The CONTRACTOR shall not knowingly, or without reasonable assumption, sell Program Recyclables or Recovered Materials resulting from processing of Program Recyclables to another agent that landfills or disposes of material other than through recycling. This does not apply to Rejects and Residue.

D. Record Keeping

- (1) The CONTRACTOR shall create, maintain, and make available records as defined herein, as required by all applicable local, State, and Federal laws, rules and regulations, or as are reasonably necessary to document and track the performance of work pursuant to this Contract.
- (2) The CONTRACTOR shall maintain records of the amounts of Program Recyclables received at the Designated Recycling Facility. Such records shall be kept separate and apart from all other records maintained by the CONTRACTOR.
- (3) The CONTRACTOR shall maintain such records in accordance with generally accepted management principles and practices. The TOWN shall have access to such books, records, documents, and other evidence for inspection, review, and copying during normal business hours. The CONTRACTOR will provide proper facilities for such access and inspection. The Florida Public Records Act, Chapter 119 of the Florida Statutes, may have application to records or documents pertaining to this Contract, and CONTRACTOR acknowledges that such laws have possible application and agrees to comply with all such laws.
- (4) The CONTRACTOR will maintain and allow access to books, records, data, documents, and reports relating to this Contract in accordance with the records retention requirements set forth in Florida Law.

E. Reporting

- (1) Prior to the fifteenth (15th) calendar day of each month during the term of this Contract, the CONTRACTOR shall submit a report electronically to the Contract Administrator, in a format approved by the Contract Administrator. The report shall provide the total tonnage of Program Recyclables received at the Designated Recycling Facility during the previous month, as well as a breakdown by delivery date and time, vehicle number, and quantity.
- (2) Within thirty (30) calendar days of the end of each Contract Year, the CONTRACTOR shall provide the Contract Administrator with a report summarizing the total Tons of Program Recyclables delivered to the Designated Facility during the Contract Year and the net tonnage diverted from disposal. Additionally, the CONTRACTOR shall submit a copy of the annual report submitted to FDEP summarizing Recyclable Materials deliveries by type, quantity, and source.
- (3) At least fifteen (15) calendar days prior to the end of each Contract Year during the term of this Contract, the CONTRACTOR shall ensure and certify to the TOWN that all

required documents are current and on file with the TOWN. Such documents include, but are not limited to, certificates of insurance and performance bond.

F. Public Education and Information

- (1) The CONTRACTOR shall, at no cost to the TOWN, provide an educational presentation at up to two (2) events per Contract Year as requested by the TOWN.

SECTION 5. RATES AND BILLING FOR DISPOSAL SERVICE

A. Disposal Fee

- (1) The per-Ton fee for receipt, management, and disposal of the TOWN's residential and commercial Solid Waste, and providing all related services as specified herein, is as specified in Exhibit 1 of this Contract. This fee is hereinafter referred to as the "Disposal Fee."
- (2) The Disposal Fee shall remain the same through the first Contract Year. At the beginning of the second Contract Year and each subsequent Contract Year during the term of the Contract, the Disposal Fee shall be adjusted based on eighty percent (80%) of the percentage change in the Consumer Price Index (CPI) between the month of February in the previous year and the month of February in the current year, rounded to the nearest tenth, for all Urban Consumers (CPI-U), All Items, Not Seasonally Adjusted for the Miami-Fort Lauderdale Area (series ID #CUURA320SA0) as determined and recorded by the United States Department of Labor, Bureau of Labor Statistics. In no event shall the annual Disposal Fee adjustment exceed three percent (3%) of the Disposal Fee paid by the TOWN during the previous Contract Year.

B. HHW Collection Event Fees

- (1) The per-event fee, if any, for providing all staff, equipment, and resources needed for the HHW Collection Event and the per-item disposal/recycling fees, if any, for each type of HHW and E-Waste are as specified in Exhibit 1 of this Contract. These fees are hereinafter referred to as the "HHW Collection Event Fees."
- (2) The TOWN shall be responsible for payment of the HHW Collection Event Fees, as specified in Section 5.D.
- (3) The HHW Collection Event Fees shall remain the same through the first Contract Year. At the beginning of the second Contract Year and each subsequent Contract Year during the term of the Contract, the HHW Collection Event Fees shall be adjusted based on eighty percent (80%) of the percentage change in the Consumer Price Index (CPI) between the month of March in the previous year and the month of March in the current year, rounded to the nearest tenth, for all Urban Consumers (CPI-U), All Items, Not Seasonally Adjusted for the South Region (series ID #CUURO300SA0) as determined and recorded by the United States Department of Labor, Bureau of Labor Statistics. In no event shall the annual HHW Collection Event Fees adjustment exceed three percent (3%) of the HHW Collection Event Fees paid by the TOWN during the previous Contract Year.

C. Drop-Off Collection Event Fees

- (1) The per-event fee for providing all staff, equipment, and resources needed for the Drop-Off Collection Event and the per-Ton disposal fee for Drop-Off Bulk Wastes are as specified in Exhibit 1 of this Contract. These fees are hereinafter referred to as the "Drop-Off Collection Event Fees."
- (2) The TOWN shall be responsible for payment of the Drop-Off Collection Event Fees, as specified in Section 5.E.
- (3) The Drop-Off Collection Event Fees shall remain the same through the first Contract Year. At the beginning of the second Contract Year and each subsequent Contract Year during the term of the Contract, the Drop-Off Collection Event Fees shall be adjusted based on eighty percent (80%) of the percentage change in the Consumer Price Index (CPI) between the month of March in the previous year and the month of March in the current year, rounded to the nearest tenth, for all Urban Consumers (CPI-U), All Items, Not Seasonally Adjusted for the South Region (series ID #CUURO300SA0) as determined and recorded by the United States Department of Labor, Bureau of Labor Statistics. In no event shall the annual Drop-Off Collection Event Fees adjustment exceed three percent (3%) of the Drop-Off Collection Event Fees paid by the TOWN during the previous Contract Year.

D. Invoicing and Payment

- (1) The CONTRACTOR shall collect payment for disposal of residential and commercial Solid Waste as specified in the franchise agreement with the TOWN for Solid Waste, Recyclables, and Bulk Waste Collection and Disposal. No additional payment shall be made to the CONTRACTOR by the TOWN for disposal services.
- (2) In the unlikely event that the TOWN and CONTRACTOR agree on a fee for a HHW Collection Event, the CONTRACTOR shall submit an itemized invoice, which shall provide the following information:
 - (a) Date and location of HHW Collection Event.
 - (b) Quantities, in pounds, by category, of waste collected.
 - (c) Cost per pound of waste collected by category.
 - (d) Total amount due for the HHW Collection Event.
- (3) Following each Drop-Off Collection Event, the CONTRACTOR shall submit an itemized invoice, which shall provide the following information:
 - (a) Date and location of Drop-Off Collection Event.
 - (b) Quantities, in Tons, of Bulk Waste collected.
 - (c) Cost per Ton of Bulk Waste collected.
 - (d) Total amount due for the Drop-Off Collection Event.

- (4) The TOWN shall remit payment within thirty (30) days of invoice receipt.

SECTION 6. REVENUE AND PAYMENT FOR RECYCLABLES

A. Program Recyclables Revenue

The CONTRACTOR shall pay the TOWN for the inbound Program Recyclables delivered to the Designated Recycling Facility in excess of Seven Thousand Five Hundred Dollars (\$7,500.00). Once CONTRACTOR has reached Seven Thousand Five Hundred Dollars (\$7,500.00) in payments received from the Designated Recycling Facility for the Town's inbound Program Recyclables CONTRACTOR shall pay the TOWN by the fifteenth (15th) day of each month for all of its inbound Program Recyclables processed thereafter. CONTRACTOR shall provide the TOWN with a copy of the monthly invoice that it receives from the Designated Recycling Facility. In addition, the TOWN shall be allowed to audit CONTRACTOR's books and records upon request to confirm that the TOWN is receiving the proper payment amounts., based upon its total tonnage and the value for such Program Recyclables that CONTRACTOR is able to negotiate with its processor.

B. Invoicing and Payment

- (1) No later than the fifteenth (15th) day of each month, the CONTRACTOR shall submit a monthly report, in a form acceptable to the TOWN, detailing the total revenue due to the TOWN for the Program Recyclables delivered to the Designated Recycling Facility during the previous month. The report shall be sent to the following address:

Town of Southwest Ranches
Attn: Contract Administrator (to be named by the Town)
13400 Griffin Road
Southwest Ranches, FL 33330

- (2) The CONTRACTOR shall remit payment of said revenue, as detailed in the monthly report, within thirty (30) calendar days from the end of the month for which the payment is due. Payment shall be remitted to the following:

Town of Southwest Ranches
Attn: Contract Administrator (to be named by the Town)
13400 Griffin Road
Southwest Ranches, FL 33330

SECTION 7. CHANGE IN LAW

The CONTRACTOR may petition the TOWN for an additional rate adjustment resulting from a change in law. The CONTRACTOR'S request shall contain substantial proof and justification to support the need for the rate adjustment. The TOWN may request from the CONTRACTOR such further information as may be reasonably necessary in making its determination. Within sixty (60) calendar days of receipt of the request and all other additional information required by the TOWN, the Town Administrator shall make a determination regarding the fairness of the request, and shall make a recommendation to the Town Council. The Town Council shall consider the request at a regular meeting. If the Town Council approves the request, adjusted rates shall become effective upon the Town Council's approval.

SECTION 8. LIQUIDATED DAMAGES

- A. Assessment of Liquidated Damages. The Contract Administrator may assess liquidated damages pursuant to this Section at any time during the term of this Contract. The Contract Administrator shall notify the CONTRACTOR in writing of the liquidated damages assessed and the basis for each assessment. In the event the CONTRACTOR wishes to contest such assessment, within five (5) Work Days of receipt of written notice, CONTRACTOR shall request in writing a meeting with the Contract Administrator to resolve the issue. The TOWN shall notify the CONTRACTOR in writing of any action taken with respect to CONTRACTOR’S claims within five (5) Work Days of such meeting. The Town Administrator’s decision shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not supported by competent evidence.

- B. Amount of Liquidated Damages. The TOWN may assess liquidated damages against the CONTRACTOR for failing to provide services in compliance with requirements of this Contract. It is hereby agreed that the TOWN may assess liquidated damages, and not as a penalty, in the following amounts:

- 1. Failure to appear at HHW or Drop-Off Collection Events in a capacity satisfactory to accept and transfer materials received. (Section 3.C.) \$2,500 per instance

- 2. Failure to submit timely records and reports (Section 3.E. and 4.E.) \$100 per calendar day late

- 3. Disposing of Recyclable Materials or Recovered Materials without prior approval of the Executive Director (Section 4.C.) \$1,000 per occurrence

- 4. Failure to make timely payment to the TOWN (Section 6.) \$100 per calendar day late

SECTION 9. EMERGENCY SERVICE PROVISIONS

In the event of a hurricane, tornado, major storm, natural disaster, or other such event, the Contract Administrator may grant the CONTRACTOR a variance from regular service. However, CONTRACTOR shall make its best effort to resume regular service as soon as possible, and no later than resumption of collection service by the Town’s Contract Hauler. As soon as practicable after such event, the CONTRACTOR shall advise the Contract Administrator when it is anticipated that normal service can be resumed.

SECTION 10. PERFORMANCE BOND

- A. Prior to commencing services, the CONTRACTOR shall furnish to the TOWN, and keep current for the full duration of the Contract and any renewal, a Performance Bond for the faithful performance of this Contract and all obligations arising hereunder in the amount below.

- (1) The Performance Bond for disposal services shall be in the amount of one hundred twenty-five thousand dollars (\$125,000).
 - (2) The Performance Bond for recyclables processing services shall be in the amount of ten thousand dollars (\$10,000).
- B. The Performance Bond shall be executed by a surety company licensed to do business in the State of Florida; having an "A" or better rating by A.M. Best or Standard and Poors; included on the list of surety companies approved by the Treasurer of the United States; and in a form acceptable to the TOWN. The Performance Bond may be the same Performance Bond issued under the Solid Waste, Recyclables, and Bulk Waste Collection and Disposal Franchise Agreement, provided that it covers the services contained herein

SECTION 11. INSURANCE

- A. The CONTRACTOR shall provide, pay for, and maintain in force at all times during the term of this Contract, such insurance, including Worker's Compensation Insurance and comprehensive general liability insurance as stated below. The CONTRACTOR shall also name the TOWN as an additional insured to CONTRACTOR'S comprehensive general liability insurance policy, and shall provide the TOWN with annual Accords documenting both insurance coverages and that the TOWN has been named as an additional insured on the comprehensive general liability insurance policy and as a certificate holder for all other forms of insurance and setting forth the minimum insurance standards set forth below:
- (1) Worker's Compensation Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws, for the benefit of the CONTRACTOR'S employees.
 - (2) Comprehensive General Liability Insurance, including contractual, with minimum limits of Two Million Dollars (\$2,000,000.00) per occurrence, combined single limit for bodily injury liability and property damage liability. The TOWN is to be included and named as an "additional insured" with respect to any claims arising out of this Contract.
 - (3) Business Automobile Liability Insurance with minimum limits of one million dollars (\$1,000,000) per occurrence, combined single limits bodily injury liability and property damage. The policy must be 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 all owned vehicles and all hired or non-owned vehicles.
- B. UPON EXECUTION OF THIS CONTRACT, CONTRACTOR SHALL SUBMIT TO TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDING THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED CERTIFICATE HOLDER, AS APPLICABLE, WITH RESPECT TO THE REQUIRED COVERAGES AND CONTRACTOR'S WORK UNDER THIS CONTRACT.
- C. The CONTRACTOR shall not commence operations, and/or labor to complete any of the work pursuant to this Contract until certification or proof of insurance issued directly by the

insurance company underwriting department or insurance agent, detailing terms and provisions of coverage has been received and approved by the Town.

- D. Insurance policies and coverages shall not be affected by any other policy of insurance which the TOWN may carry in its own name.
- E. CONTRACTOR's insurance policies shall be endorsed to provide the TOWN with at least thirty (30) calendar days' prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

Town of Southwest Ranches
Andrew D. Berns, Town Administrator
13400 Griffin Road
Southwest Ranches, Florida 33330

And

Keith M. Poliakoff, Esq.
Arnstein & Lehr
200 East Las Olas Boulevard, Suite 100
Fort Lauderdale, Florida 33301

- F. All required insurance policies shall preclude any insurer's or underwriter's rights of recovery or subrogation against TOWN with the express intention of the parties being that the required insurance coverages protect both parties as the primary coverages for any and all losses covered by the above-described insurance.
- G. CONTRACTOR shall ensure that any companies issuing insurance to cover the requirements contained in this Contract agree that they shall have no recourse against TOWN for payment or assessments in any form on any policy of insurance.
- H. The clauses 'Other Insurance Provisions' and 'Insured Duties in the Event of an Occurrence, Claim or Suit' as it appears in any policy of insurance in which TOWN is named as an additional insured shall not apply to TOWN. TOWN shall use its best efforts to provide written notice of occurrence within thirty (30) working days after TOWN's actual notice of such event.
- I. If any of CONTRACTOR's initial insurance expires prior to the completion of the term of this Contract, renewal copies of policies shall be furnished to TOWN at least thirty (30) days prior to the date of their expiration, and TOWN shall be an additional named insured by endorsement on all of CONTRACTOR's renewal policies.
- J. The official title of the owner is Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.
- K. Notwithstanding any other provisions of this Contract, CONTRACTOR's obligation to maintain all required insurance as specified in this Section of the Contract shall survive the expiration or earlier termination of this Contract.

SECTION 12. INDEMNIFICATION OF TOWN

- A. CONTRACTOR shall indemnify, defend, and hold harmless TOWN, TOWN'S contractors, and the public officials, officers, directors, employees, agents, and other contractors of each of them, from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals as well as all Court or other dispute resolution costs), liabilities, expenditures or causes of action of any kind (including negligent, reckless, willful or intentional acts or omissions of the CONTRACTOR, any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any services or anyone for whose acts any of them may be liable), caused by the breach of this Contract, violation of applicable law, and the negligent acts or omissions of the CONTRACTOR in the performance of this Contract. This indemnity includes but is not limited to claims attributable to bodily injury, sickness, disease or death and to injury or destruction of tangible property; provided, however, that nothing herein shall be construed to require the CONTRACTOR to indemnify the TOWN or other indemnitee set forth above, for the sole negligence, or willful, wanton or intentional misconduct of the TOWN or other indemnitee set forth above.
- B. CONTRACTOR further agrees to indemnify, defend, save and hold harmless the TOWN, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against TOWN, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent rights or for the infringement of any and all copyrights or patent claimed by any person, firm or corporation.
- C. CONTRACTOR agrees, at CONTRACTOR'S expense, after written notice from the TOWN, to defend any action against the TOWN that falls within the scope of this indemnity as set forth above in Subsections A and B, or the TOWN, at the TOWN'S option, may elect not to tender such defense and may elect instead to secure its own attorneys to defend any such action and the reasonable costs and expenses of such attorneys incurred in defending such action shall be payable by CONTRACTOR. Additionally, if CONTRACTOR, after receipt of written notice from the TOWN, fails to make any payment due under this Contract to the TOWN or fails to perform any obligation required by this Contract, CONTRACTOR shall pay any reasonable attorneys' fees and costs incurred by the TOWN in securing any such payment from CONTRACTOR, or any reasonable attorneys' fees and costs incurred in the enforcement of this indemnity, or both. Payment of any amount due pursuant to the foregoing indemnity shall, after receipt of written notice by CONTRACTOR from the TOWN that such amount is due, be made by CONTRACTOR prior to the TOWN being required to pay same, or in the alternative, the TOWN, at the TOWN'S option, may make payment of an amount so due and CONTRACTOR shall promptly reimburse the TOWN for same, together with interest thereon at the rate of twelve percent (12%) per annum simple interest from the date of receipt by CONTRACTOR of written notice from the TOWN that such payment is past due at least twenty (20) days .
- D. It is specifically understood and agreed that the consideration inuring to the CONTRACTOR for the execution of this Contract consists of the promises, payments, covenants, rights, and responsibilities contained in this Contract.

- E. The execution of this Contract by the CONTRACTOR shall obligate the CONTRACTOR to comply with the foregoing indemnification provision; however, the collateral obligation of providing insurance must be also complied with as set forth in Section 11.
- F. The CONTRACTOR shall require all subcontractors to enter into a contract containing the provisions set forth in the preceding subsections in which contract the subcontractor fully indemnifies the TOWN in accordance with this Contract.

SECTION 13. POINT OF CONTACT

The day-to-day dealings between the CONTRACTOR and the TOWN shall be between the CONTRACTOR and the Town Administrator or designee.

SECTION 14. NOTICE

Except as provided herein, whenever either party desires to give notice to the other, it must be given by written notice, sent by certified U.S. mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified and to the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective persons and places for giving of notice:

As to the TOWN:

Andrew Berns, Town Administrator
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, Florida 33330

With a copy to:

Keith M. Poliakoff, J.D., Town Attorney
200 East Las Olas Blvd.
Suite 1000
Fort Lauderdale, FL 33301

As to the CONTRACTOR:

Waste Pro of Florida, Inc.
Attn: Russell Mackie, Regional Vice President
17302 Pines Boulevard
Pembroke Pines, FL 33029

With a copy to:

Waste Pro of Florida, Inc.
Attn: Tim Bowers, Municipal Marketing
17302 Pines Boulevard
Pembroke Pines, FL 33029

Notices shall be effective when received at the address as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time-to-time by written notice. Electronic transmission is acceptable notice, effective when received; however, electronic transmissions received after 4:30 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of items that are transmitted electronically must also be mailed as required herein.

SECTION 15. TERMINATION OF CONTRACT

- A. Termination for Cause. The TOWN may cancel this Contract, except as otherwise provided below in this Section, by giving the CONTRACTOR thirty (30) days advance written notice, to be served as provided in Section 26, upon the happening of any one of the following events:
- (1) The CONTRACTOR shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors or file a voluntary petition in bankruptcy (court) or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or statute of the United States or any State thereof or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
 - (2) By order or decree of a Court, the CONTRACTOR shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of the CONTRACTOR, seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or of any State thereof, provided that if any such judgment or order is stayed or vacated within sixty (60) days after the entry thereof, any notice of default shall be and become null, void and of no effect; unless such stayed judgment or order is reinstated, in which case, said default shall be deemed immediate; or
 - (3) By, or pursuant to or under the authority of any legislative act, resolution or rule or any order or decree of any Court or governmental board, agency or officer having jurisdiction, a receiver trustee or liquidator shall take possession or control of all or substantially all of the property of the CONTRACTOR, and such possession or control shall continue in effect for a period of sixty (60) days; or
 - (4) The CONTRACTOR has defaulted by failing or refusing to pay in a timely manner the administrative charges or other monies due the TOWN and said default is not cured within thirty (30) days of receipt of written notice by TOWN to do so; or
 - (5) The CONTRACTOR has defaulted by allowing any final judgment for the payment of money to stand against it unsatisfied and said default is not cured within thirty (30) days of receipt of written notice by TOWN to do so; or
 - (6) In the event that the monies due the TOWN under subsection (4) above or an unsatisfied final judgment under subsection (5) above is the subject of a judicial proceeding, the CONTRACTOR shall not be in default if the sum of money is bonded. All bonds shall be in the form acceptable to the Town Attorney; or

- (7) The CONTRACTOR has defaulted, by failing or refusing to perform or observe the terms, conditions or covenants in this Contract or any of the rules and regulations promulgated by the TOWN pursuant to this Contract or has wrongfully failed or refused to comply with the instructions of the Contract Administrator relative thereto and said default is not cured within thirty (30) days of receipt of written notice by the TOWN to do so, or if by reason of the nature of such default, the same cannot be remedied within thirty (30) days following receipt by the CONTRACTOR of written demand from the TOWN to do so, the CONTRACTOR fails to commence the remedy of such default within said thirty (30) days following such written notice or having so commenced shall fail thereafter to continue with diligence the curing thereof (with the CONTRACTOR having the burden of proof to demonstrate, (a) that the default cannot be cured within thirty (30) days, and (b) that it is proceeding with diligence to cure said default, and such default will be cured within a reasonable period of time). However, notwithstanding anything contained herein to the contrary, for the failure of the CONTRACTOR to provide service for a period of three (3) consecutive Work Days, the TOWN may secure the CONTRACTOR'S billing records on the fourth (4th) Work Day in order to provide interim Contract service until such time as the matter is resolved and the CONTRACTOR is again able to perform pursuant to this Contract; provided, however, if the CONTRACTOR is unable for any reason or cause to resume performance at the end of thirty (30) Work Days all liability of the TOWN under this Contract to the CONTRACTOR shall cease and this Contract may be deemed terminated by the TOWN.
- (8) Notwithstanding anything to the contrary herein, this Contract shall terminate automatically on the termination date of the Solid Waste, Recyclables, and Bulk Waste Collection and Disposal Franchise Agreement entered into between the parties.
- B. Habitual Violations Notwithstanding the foregoing and as supplemental and additional means of termination of this Contract under this Section, in the event that the CONTRACTOR'S record of performance shows that the CONTRACTOR has frequently, regularly or repetitively defaulted in the performance of any of the covenants and conditions required herein to be kept and performed by the CONTRACTOR, in the opinion of the TOWN, and regardless of whether the CONTRACTOR has corrected each individual condition of default, the CONTRACTOR shall be deemed a "habitual violator," shall be deemed to have waived the right to any further notice or grace period to correct, and all of said defaults shall be considered cumulative and collectively and shall constitute a condition of irredeemable default. The TOWN shall thereupon issue the CONTRACTOR a final warning citing the circumstances therefore, and any single default by the CONTRACTOR of whatever nature, subsequent to the occurrence of the last of said cumulative defaults, shall be grounds for immediate termination of the Contract. In the event of any such subsequent default, the TOWN may terminate this Contract upon giving of written final notice to the CONTRACTOR, such cancellation to be effective upon the date specified in the TOWN'S written notice to the CONTRACTOR, and all contractual fees due hereunder plus any and all charges and interest shall be payable to said date, and the CONTRACTOR shall have no further rights hereunder. Immediately upon the specified date in such final notice the CONTRACTOR shall cease any further performance under this Contract.

- C. Termination Without Cause In addition to and notwithstanding any other provisions of the Agreement, this Agreement may be terminated by the TOWN for convenience upon providing the CONTRACTOR with six (6) months written notice.
- D. Effective Date of Termination. In the event of the aforesaid events specified in subsections A, B, and C above and except as otherwise provided in said subsections, termination shall be effective upon the date specified in the TOWN'S written notice to the CONTRACTOR and upon said date this Contract shall be deemed immediately terminated and upon such termination all liability of the TOWN under this Contract to the CONTRACTOR shall cease, and the TOWN shall have the right to call the performance bond and shall be free to negotiate with other contractors for the operation of the herein specified services. The CONTRACTOR, for failure to perform, shall reimburse the TOWN all direct and indirect costs of providing interim service.

SECTION 16. MODIFICATIONS TO THE CONTRACT

The TOWN and the CONTRACTOR understand and agree that the Florida Legislature has the authority to make changes in Solid Waste Management legislation and that changes in law may mandate certain changes to this Contract. Should such changes materially alter the obligations of the CONTRACTOR, then the charges established in this Contract shall be adjusted accordingly. When such modifications are made to this Contract, 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. If an agreement cannot be reached, this Contract shall terminate upon one hundred and eighty (180) days of a declared impasse by either party.

SECTION 17. PERMITS AND LICENSES

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.

SECTION 18. INDEPENDENCE OF CONTRACT

It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing the relationship of co-partners or a joint venture between the parties hereto or as constituting the CONTRACTOR as an agent, representative or employee of the TOWN for any purpose whatsoever. The CONTRACTOR is to be, and shall remain, an independent contractor with respect to all services performed under this Contract.

SECTION 19. FORCE MAJEURE

If either party is prevented from or delayed in performing its duties under this Contract by circumstances beyond its control, whether or not foreseeable, including, without limitation, fires, hurricanes, severe weather, floods, pandemics, quarantines, war, civil disturbances, acts of terrorism, labor disputes, acts of God, or significant threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, State, or Federal government ("Force Majeure"), then the affected party shall be excused from performance hereunder during the period of such disability. The party claiming Force Majeure shall promptly notify the other party in writing when it learns of the existence of a Force Majeure condition and when the Force Majeure condition has terminated.

Notwithstanding anything in this Contract to the contrary, the term "Force Majeure" does not include, and a party shall not be excused from performance under this Contract for, events relating to increased costs, including, without limitation, increased costs of fuel, labor, insurance, or other expenses of performing the services hereunder.

SECTION 20. EMPLOYEE STATUS

Persons employed by the CONTRACTOR in the performance of services and functions pursuant to this Contract shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the TOWN'S officers and employees either by operation of law or by the TOWN.

SECTION 21. EQUAL OPPORTUNITY EMPLOYMENT

The TOWN and the CONTRACTOR understand and agree that the Florida Legislature has the authority to make changes in Solid Waste Management legislation and that changes in law may mandate certain changes to this Contract. Should such changes materially alter the obligations of the CONTRACTOR, then the charges established in this Contract shall be adjusted accordingly. When such modifications are made to this Contract, 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. If an agreement cannot be reached, this Contract shall terminate upon one hundred and eighty (180) days of a declared impasse by either party.

CONTRACTOR shall comply with all Federal, State and TOWN laws applicable to the CONTRACTOR services and specifically those covering Equal Opportunity Employment, the Americans with Disabilities Act ("ADA") and the South Florida Building Code. The CONTRACTOR is expected to fully comply with all provisions of all laws and the TOWN reserves the right to verify the CONTRACTOR'S compliance with them. Failure to comply with any laws will be grounds for termination of the Contract for cause.

SECTION 22. MEDIATION

In addition to any other remedy provided by law, the parties may agree to use arbitration or mediation to resolve any controversy or claim arising out of or relating to this Contract. Any controversy or claim arising out of or relating to this Contract, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. In the event arbitration is agreed to by both parties in writing, such controversy or claim shall be submitted to arbitrators selected from the National Panel of The American Arbitration Association.

SECTION 23. RIGHT TO REQUIRE PERFORMANCE

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

SECTION 24. GOVERNING LAW

The parties agree that this Contract shall be construed in accordance with and governed by the laws of the State of Florida.

SECTION 25. CONSENT TO JURISDICTION

The parties agree that the jurisdiction for any legal action arising out of or pertaining to this Contract shall be with the State Courts of Florida, and specifically, the County or Circuit Court for the Seventeenth Judicial Circuit in and for Broward County, depending upon the respective jurisdictional limit. Each party further agrees that venue for any action to enforce this Contract shall be in Broward County, Florida.

SECTION 26. LITIGATION

In the event of any litigation which arises out of, pertains to, or relates to this Contract, or the breach of it, including, but not limited to, the standard of performance required in it, the prevailing party shall be entitled to recover its reasonable attorneys' fees from the non-prevailing party, at both trial and appellate levels.

SECTION 27. COMPLIANCE WITH LAWS

The CONTRACTOR shall conduct its operations under this Contract in compliance with all applicable Federal, State and local laws and regulations.

SECTION 28. SEVERABILITY

If any provision of this Contract or the application of it to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Contract and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected, shall continue in full force and effect, and shall be enforced to the fullest extent permitted by law.

SECTION 29. ASSIGNMENT AND SUBLETTING

No assignment of this Contract or any right occurring under this Contract shall be made in whole or in part by the CONTRACTOR without the express written consent of the Town Council. The TOWN shall have full discretion to approve or deny, with or without cause, any proposed or actual assignment by the CONTRACTOR. Any assignment of this Contract made by the CONTRACTOR without the express written consent of the Town Council shall be null and void and shall be grounds for the TOWN to declare a default of this Contract and immediately terminate this Contract by giving written notice to the CONTRACTOR, and upon the date of such notice this Contract shall be deemed immediately terminated, and upon such termination all liability of the TOWN under this Contract to the CONTRACTOR shall cease, and the TOWN shall have the right to call the performance bond and shall be free to negotiate with other contractors, the CONTRACTOR, or any other person or company for the service which is the subject of this Contract. In the event of any assignment, the assignee shall fully assume all the liabilities of the CONTRACTOR.

SECTION 30. MODIFICATIONS

This Contract constitutes the entire Contract and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

SECTION 31. LEGAL REPRESENTATION

It is acknowledged that each party was, or had the opportunity to be, represented by counsel in the preparation of and contributed equally to the terms and conditions of this Contract and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing the same shall not apply herein due to the joint contributions of both parties.

SECTION 32. FUND APPROPRIATION

The CONTRACTOR understands and agrees that the TOWN, during any fiscal year, is not authorized to expend money, incur any liability or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year and that any contract, verbal or written, made in violation of this subsection is null and void and that consequently, no money may be paid on such contract beyond such limits. Nothing contained in this Contract shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executed only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. CONTRACTOR shall not proceed with services under this Contract without TOWN'S written verification that the funds necessary for CONTRACTOR'S compensation and other necessary expenditures are budgeted as available within the appropriate fiscal year budget. The TOWN does not represent that said budget item will be actually adopted, said determination being the determination of the Town Council at the time of the adoption of the budget.

SECTION 33. PUBLIC ENTITY CRIME

CONTRACTOR understands that a person or affiliate as defined in Section 287.133, Florida Statutes, who has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the TOWN and may not transact business with the TOWN in an amount set forth in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. CONTRACTOR herein certifies that it is qualified under Section 287.133, Florida Statutes, to provide the services set forth in this Contract.

SECTION 34. FINANCIAL INTEREST

CONTRACTOR warrants and represents that no elected official, officer, agent or employee of the TOWN has a financial interest, directly or indirectly, in this Contract or the compensation to be paid under it and, further, that no person who acts in the TOWN as a "purchasing agent" as defined in Chapter 112, Florida Statutes, nor any elected or appointed officer of the TOWN, nor any spouse or child of such purchasing agent, employee or elected or appointed officer, is a partner, officer, director or proprietor of the CONTRACTOR and, further, that no such person, purchasing agent, TOWN elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the

CONTRACTOR. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of the CONTRACTOR.

SECTION 35. ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained in this Contract and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Contract that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this Contract shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 36. AUDIT AND INSPECTION RIGHTS AND RETENTION OF RECORDS

TOWN shall have the right to audit the books, records and accounts of CONTRACTOR that are related to this Agreement during normal business hours. CONTRACTOR shall keep such books, records, and accounts reasonably required to document and substantiate CONTRACTOR'S performance under this Agreement, including, but not limited to, records concerning calibration of the motor truck scales and the monthly reports required under Article 2.5.

CONTRACTOR shall preserve and make available, at reasonable times for examination and audit by TOWN, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement, unless CONTRACTOR is notified in writing by TOWN of the need to extend the retention period. Such retention of such records and documents shall be at CONTRACTOR'S expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by TOWN to be applicable to CONTRACTOR'S records, CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either Federal or State law shall be violated by CONTRACTOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for disallowance and recovery of any payment upon such entry.

SECTION 37. PAYMENT DISPUTES

If the TOWN disagrees with any amount stated in any invoice from the CONTRACTOR, the TOWN shall notify the CONTRACTOR of such dispute. The TOWN shall make payment to CONTRACTOR of the undisputed invoiced amounts within thirty (30) days after receipt of the invoice. In the event of a disputed amount, the parties shall reasonably attempt to discover the cause of any discrepancy between the parties, and if a resolution is not reached within forty five (45) days of the TOWN'S notice of such dispute, the parties shall resolve the dispute in a manner permitted by Florida law. The existence of a dispute shall not delay payment of undisputed amounts to CONTRACTOR, or relieve CONTRACTOR of its obligations to TOWN under this Agreement.

SECTION 38. MOST FAVORED PRICING AND MATERIAL TERMS

In the event that CONTRACTOR offers another governmental entity within the tri-county region obtaining similar services a contractual term, including but not limited to a pricing term relating to the disposal or recycling of waste that the TOWN, in its sole discretion, determines to be more favorable, CONTRACTOR shall agree to modify this instant Contract to conform with the more favorable term.

SECTION 39. HEADINGS

Headings in this document are for convenience of reference only and are not to be considered in any interpretation of this Contract.

SECTION 40. EXHIBITS

Each exhibit referred to in this Contract forms an essential part of this Contract. Each such exhibit is a part of this Contract and each is incorporated by this reference.

WITNESS WHEREOF, the TOWN and the CONTRACTOR have executed this Contract on the respective date(s) below each signature.

TOWN OF SOUTHWEST RANCHES, FLORIDA
A municipal corporation

ATTEST:

By:

Russell Muniz
Assistant Town Administrator/Town Clerk

Doug McKay, Mayor

Date: _____

Date: _____

Approved as to form and correctness:

Keith M. Poliakoff, J.D.
Town Attorney
Date: _____

WASTE PRO OF FLORIDA, INC.

WITNESSES: _____

Print name: _____

Print Name: _____

Print Title: _____

Date: _____

Date: _____

**EXHIBIT 1
 DISPOSAL AND ANCILLARY SERVICES FEES**

SOLID WASTE DISPOSAL FEE

	Fee / Ton	Estimated Tons / Year	Estimated Annual Disposal Fees
Solid Waste (residential and commercial)	\$44.00	x 11,000	\$44,000

HHW and E-Waste Collection Events

	Fee / Event	Events / Year	Estimated Annual Fee
Flat fee for the mobilization of event staff, equipment, and resources needed to conduct collection event	\$0.00	x 4 Events + 2 Events at CONTRACTOR'S Facility, for events every other month	*\$0.00

No fees shall be charged for HHW and E-Waste Collection Events, including bulk waste disposal, except as delineated below.

- * Disposal costs from HHW and E-Waste event shall not exceed \$10,000 per event. Once CONTRACTOR believes that it has collected approximately \$10,000 of HHW and E-Waste it may conclude the collection event. In the event that the Designated Receiving Facility determines, through reasonable documentation, that the event's collection exceeded \$10,000, the TOWN shall reimburse CONTRACTOR for the difference charged to CONTRACTOR from the Designated Receiving Facility. The HHW and E-Waste received at a collection event shall not be comingled and shall be immediately processed following a collection event. CONTRACTOR shall reject any HHW and E-Waste that it reasonably believes to be commercial in nature.