



**AGREEMENT
BETWEEN CITY OF NORTH MIAMI BEACH
AND
COASTAL WASTE & RECYCLING OF FLORIDA FOR:
SOLID WASTE AND RECYCLING SERVICES**

This Solid Waste and Recycling Services Agreement (hereinafter referred to as "Contract") is made and entered into this 1st day of June, 2022, by and between the City of North Miami Beach, Florida (hereinafter referred to as "CITY"), a municipal corporation existing under the laws of the State of Florida, acting by and through its duly authorized Commission, and Coastal Waste & Recycling of Florida, Inc., (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, the CITY issued a Request for Proposals, RFP #20-031-DR for Solid Waste and Recycling Services; and

WHEREAS, on October 22, 2020, the CITY adopted Resolution No. R2020-107 authorizing the City Manager or designee to negotiate with the highest ranked respondent, or if negotiations were unsuccessful, to negotiate with Coastal Waste and Recycling of Florida, Inc., as the second ranked respondent and upon successful negotiations, present to the Mayor and City Commission an agreement, in a form acceptable to the City Attorney, for solid waste and recycling services, for consideration and approval; and

WHEREAS, on August 26, 2021, the CITY terminated negotiations with the highest ranked respondent and subsequently began negotiations with CONTRACTOR; and

WHEREAS, the CITY and CONTRACTOR negotiated this Contract subsequently approved and adopted by the City Commission on February 8, 2022, via Resolution No. R2022-21.

NOW THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

SECTION 1: CONTRACT

1.1 TERM OF CONTRACT

The term of this Contract is for seven (7) years and shall commence on June 1, 2022, at 12:00 a.m., EST, through May 31, 2029, at 11:59 p.m., EST., subject to the terms and conditions herein. This shall be the initial term.

1.2 EXPIRATION OF CONTRACT PROVISIONS

In the event a new Contract has not been awarded upon the expiration of the initial term or additional term thereof, and/or renewal options are not exercised, CONTRACTOR agrees to provide service to the CITY for an additional one hundred and eighty (180) calendar day period beyond the expiration of the CONTRACT at the then established rates, provided the CITY requests said services, in writing, at least sixty (60) days prior to the date of expiration.

1.3 OPTION TO RENEW

After the initial term of seven (7) years, the CITY shall have the option to renew the Contract for up to three (3) successive one (1)-year terms. The term of the original Contract beginning on June 1, 2022, including additional terms, shall not exceed ten (10) years. Any extension or renewal of any option must be approved by City Commission. The parties hereto may renew this Contract by mutual consent, in writing, prior to the expiration of the current term on May 31, 2029, or any renewal terms, provided the City Commission approves the renewal or extension prior to the end of the respective term of this Contract. This provision in no way limits the CITY's right to terminate this Contract for cause at any time, pursuant to Section 6 of this Contract. The rates established herein shall be the rates for any renewal term subject to increase pursuant to the consumer price index set forth in Section 3.20 of this Contract. Notice of exercise any renewal option by the CITY shall be provided to CONTRACTOR at least sixty (60) days prior to the expiration of the term.

1.4 FRANCHISE

CONTRACTOR shall for the term of the Contract have the exclusive franchise and the sole obligation to operate and maintain a comprehensive Solid Waste, Bulk Waste and other refuse collection services including Residential Recycling in and for the CITY as specified in this Contract. No other services shall be exclusive to CONTRACTOR. The Contract specifically excludes the collection of Recovered Materials from Commercial Service Units in the Service Area. CONTRACTOR is authorized by the CITY to enter in and upon private property, in upon over and across the present and future streets, alleys, bridges, easements and other public places of the CITY for the purposes of collecting the Solid Waste, Bulk Waste and other refuse of the residents, inhabitants, and businesses within the municipal corporate limits of the CITY, or as directed in conformance with Ordinances and other applicable law.

1.5 FRANCHISE FEE

The City of North Miami Beach will collect a Franchise Fee for Residential, Multi-Family, and Commercial base rates with an additional Solid Waste Fee on Commercial service. All Franchise Fees are pass through costs and accordingly are not diminution of CONTRACTOR's compensation.

Franchise Fee Breakdown

Residential

- Franchise Fee 15%

Multi-Family Dumpster

- Franchise Fee 17%
- Solid Waste Fee 10%

Commercial Dumpster

- Franchise Fee 25%
- Solid Waste Fee 10%

Payment of the Franchise Fee from CONTRACTOR shall be paid monthly and in full no later than the 20th day of the month following the end of each month.

The CITY reserves the right to require CONTRACTOR to submit to an audit. CONTRACTOR shall provide access to all of its records which relate directly or indirectly to the Contract at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to the Contract, and upon request, make them available to the CITY for three years following expiration of the Contract. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the CITY to ensure compliance with applicable accounting and financial standards at no cost to the CITY.

1.6 ANNEXATIONS

Adjustments to Service Area boundaries and the rights of the parties to this Contract due to annexation shall be as provided by Florida Statutes Section 171.062, as amended, or its successor and this Section.

The annexation of areas to the CITY subsequent to the commencement of the initial term of the Contract may require CONTRACTOR to relinquish exclusivity for the period of time provided for in section 403.70605 of the Florida Statutes of its Collection services in that portion of the Service Area. If the CITY elects to have CONTRACTOR provide Collection services for the annexed area; CONTRACTOR shall provide Collection services at the Rate Structure as established in Exhibit 1. Any and all such relinquishment of exclusive Collection services required by the CITY due to annexation of a portion of the Service Area shall have no effect on the CITY's Rate Structure as established in **Exhibit 1**.

1.7 FLOW CONTROL

All Solid Waste, Bulk Waste, Residential Recycling, Yard Waste, and any other named materials as added, generated in the CITY of North Miami Beach, shall be delivered only to the Designated Disposal Facilities.

SECTION 2: DEFINITIONS

For the purpose of this Contract, the definitions contained in this Section shall apply unless otherwise specifically stated. If a word or phrase is not defined in this Section or Contract, the definition of such word or phrase as contained in the Code of the CITY shall apply. To the extent the definitions contained herein conflict with similar definitions contained in any federal, state or local law, the definition herein shall prevail. Definitions contained herein shall not be interpreted to require CONTRACTOR to undertake any conduct contrary to federal, state, or local law. When consistent with the context, words used in the present tense shall include the future, words in the plural shall include the singular, and use of the masculine gender shall include the feminine gender. The word "shall" is always mandatory and not merely discretionary.

Advertising shall mean any written communication for the purpose of promoting a product or service. CONTRACTOR's name in which it is doing business and non-toll telephone service number, written communication as specified in the Contract or written communication as directed by the City Administrator or his/her designated representative(s), shall not be considered Advertising.

Agreement shall mean this Franchise Agreement for Solid Waste and Recycling Services.

Alleys shall mean a narrow street or passageway between or behind homes/houses or buildings.

Applicable Law shall mean any local, state, or federal statute law, constitution, charter, ordinance, judgment, order, decree, permit, rule, regulation, directive or policy which is in effect, enacted, promulgated, issued or enforced by a governmental body, during the term of this Contract, and relate in any manner to the performance of the CITY or CONTRACTOR under this Contract.

Automated Collection shall mean the collection of Solid Waste using Carts. Automated collection may mean an automated collection system or a semi-automated collection system.

Bags shall mean non-dissolvable plastic trash bags, each with a capacity of thirty-nine (39) gallons or less.

Biological Waste shall mean, as defined in Chapter 403, Florida Statutes, Solid Waste that causes or has the capability of causing disease or infection and includes, but is not limited to, biomedical waste, diseased or dead animals, and other wastes capable of transmitting pathogens to humans or animals. Biomedical Waste shall mean, as defined in Chapter 403,

Florida Statutes, any Solid Waste or liquid waste which may present a threat of infection to humans. The term includes, but is not limited to, non-liquid human tissue and body parts; laboratory and veterinary waste which contain human-disease-causing agents; discarded disposable sharps; human blood, and human blood products and body fluids; and other materials which in the opinion of the Florida Department of Health represent a significant risk of infection to persons outside the generating facility.

Brush Material shall include all accumulations of shrubbery, cuttings, palm fronds, or tree limbs and other items of a similar nature.

Bulk Waste shall mean any and all non-liquid material which is predominantly noncombustible and therefore, should not be processed in a mass burn resource recovery system, or which is not susceptible to normal loading and collection in packer-type sanitation equipment. Bulk Waste includes, but is not limited to furniture and large appliances (with refrigerants properly removed and verified), smaller appliances that cannot fit in the 96 gallon container, sinks, toilets, fixtures, furniture, ladders, carpets, incidental tires, concrete rubble, mixed roofing materials, noncombustible building debris, lumber, rock, cement, asphalt, tar, gravel and other earthen materials, equipment, wire, cable, Yard Waste (as defined in this agreement) shall be capable of being handled by a standard claw truck. If Yard Waste is too small to be collected by a standard claw truck, Yard Waste shall be placed in carts for pickup or bundled and tied and left on Curbside for Bulk Waste pickup. Bulk Waste must be generated by the customer for whom the Bulk Waste is collected. Bulk Waste does not include items herein defined as CONTRACTOR-Generated Waste, or Exempt Waste. Compacting of Bulk Waste containing refrigerants or other potentially harmful fluids, or gases is prohibited.

Bulk Waste Collection Service shall mean the Collection of Bulk Waste from Residential Curbside Service Units, Multifamily Service Units and Commercial Service Units and delivery of the Bulk Waste to the Designated Disposal Facility.

Business Day shall mean any day, Monday through Friday, Saturday from 8:30 a.m. EST till 5:00 p.m., EST.

Carts shall mean a container with an attached tight-fitting lid of up to 96 gallons mounted on wheels and designed to hold Recyclables or Solid Waste and to be mechanically dumped into a collection vehicle. All Carts shall be clearly marked in a manner approved by the Contract Administrator.

Change in Law shall have the meaning set forth in Section 3.21.2.1.

CITY shall mean the City of North Miami Beach, Florida, a municipal corporation of the State of Florida acting through the City Commission, City Manager, or official designated by the City Manager.

City Administrator shall mean the City Administrator of the CITY, or his/her designated representative(s).

City Commission shall mean the Mayor and City Commission of the City of North Miami Beach.

City Facility shall mean a CITY owned location designated for service under this Contract.

Collection shall mean the process whereby Solid Waste, Bulk Waste from Residential Service Units are removed and transported to the Designated Disposal Facility.

Commercial Bulk Waste Collection Services shall mean Bulk Waste Collection from Commercial Service Units and delivery of the Bulk Waste to the Designated Disposal Facility.

Commercial Collection Services shall mean Commercial Solid Waste Collection Service performed in the Service Area. Commercial Collection Services shall be billed at the rates established in the Rate Structure.

Commercial Service Unit shall mean all retail, professional, wholesale, institutional and industrial facilities and any other commercial enterprises, including Hotels and Motels, rental apartment houses and licensed recreational vehicle parks, offering goods or services to the public located in the Service Area.

Commercial Solid Waste Collection Service shall mean the Collection of Solid Waste from Commercial Service Units in the Service Area and the delivery of the Solid Waste to the Designated Disposal Facility. Commercial Solid Waste Collection Service shall be provided via Container(s) with or without Compactor(s), or Roll-off(s) with or without Compactor(s), or 96 gallon carts upon approval by the CITY of North Miami Beach.

Commingles refers to a system in which all paper, plastics, glass, metals, and other containers are mixed together

Community Events shall mean events sponsored or co-sponsored by the CITY.

Compactor shall mean any Container, regardless of its size, which has a compaction mechanism, whether stationary or mobile, and approved for use by the Contract Administrator. Compactor is a mechanism, whether stationary or mobile, with a minimum compaction ratio of 2.5 to 1.0 used for the densification of Solid Waste in Containers or Roll-offs. CONTRACTOR shall clearly mark all Containers and Roll-offs with Compactors as to prohibit their use for the disposal of Biological Waste, biomedical Waste, Hazardous Waste or Sludge.

Construction or Demolition Waste shall mean unwanted material produced directly or incidentally by the construction and demolition industries. This includes building materials such as insulation, steel, glass, brick, concrete, asphalt material, pipe, gypsum wallboard, lumber, and rebar, as well as waste originating from site preparation such as dredging materials, tree stumps or from the construction or destruction of a structure nails, electrical

wiring. Much building waste is made up of materials such as bricks, concrete and wood damaged or unused for various things during construction.

Consumer Price Index (CPI) shall mean United States Department of Labor Consumer Price Index for All Urban Consumers: Water and Sewer and Trash Collection Services, as published by the Bureau of Labor Statistics, or successor agency.

Container shall mean Cart, Can, Compactor, Dumpster, and Roll-off or any metal receptacle, with a capacity of one cubic yard up to and including forty cubic yards designed or intended to be mechanically dumped into a loader- packer type garbage truck. All such Containers must be clearly marked in a manner so as to prohibit their use for the disposal of Biological Waste, biomedical Waste, Hazardous Waste or Sludge.

Contaminant(s) or Contamination shall mean materials which do not meet the definition of Recyclable Material and Recyclables and are collected with Recyclables.

Contract shall mean this Contract.

Contract Year shall begin on June 1 at 12:00 a.m., EST, through May 31 at 11:59 p.m., EST of each year for the term of this Contract.

CONTRACTOR shall mean the person or entity set out initially above that has entered into this Contract to provide the services described herein for the Service Area.

Contract Administrator shall mean the CITY employee designated by the City Administrator to be the CITY's official representative regarding matters pertaining to this Contract.

CONTRACTOR-Generated Waste shall mean Bulk Waste generated by builders, building CONTRACTORS, privately employed tree trimmer and tree surgeons, landscape services and lawn or yard maintenance services and nurseries.

County shall mean Miami Dade County, Florida.

Curbside shall mean adjacent to, or in proximity, to thoroughfares, roadways, or parking areas as determined by the Contract Administrator.

Customer shall mean a City of North Miami Beach resident and commercial establishment within the service area.

Designated Disposal Facility shall mean the facility(s) fully permitted to receive Class I Waste and designated by the CITY for the disposal of all Solid Waste and Bulk Waste. The CITY reserves the right to designate an alternative facility for the disposal of all Solid Waste and Bulk Waste collected pursuant to this Contract. CONTRACTOR shall be responsible for all Disposal Charges owed to the Designated Disposal Facility resulting from CONTRACTOR Collection Service.

Disposal Charges shall mean the prevailing per-ton rate charged at the Designated Disposal Facility for the acceptance, disposal, and transfer of waste materials from Residential Curbside Collection Services, Multifamily Collection Services and Commercial Collection Services.

Dwelling Unit shall mean any individual living unit in a single-family dwelling, multifamily dwelling or mixed-used dwelling within a structure or building intended for, or capable of being utilized for residential living, other than those structures or building units included within the definition of Commercial Service Unit herein.

Dumpster shall mean any container excluding compactors with a tight-fitting lid and minimum one (1) cubic yard and maximum of eight (8) cubic yards approved by contract administrator designed to receive and transport and dump waste.

Enclosure shall mean any structure designed for the storage of Containers at Commercial Service Units or Multi-Family Service Units.

Exempt Waste shall mean Biological Waste, Biomedical Waste, Hazardous Waste, Sludge, sewage, automobiles, automobile parts, boats, boat parts, trailers, internal combustion engines, lead-acid batteries, used oil and tires, dead animals, highly flammable substances, those wastes under the control of the Nuclear Regulatory commission and those other materials whose size, weight, or both are in excess of that allowed for Bulk Waste as defined herein.

Extra Carts shall mean an extra container with an attached tight-fitting lid mounted on wheels up to 96 gallons and designed to hold solid waste and 65 gallons to hold Recyclables and to be mechanically dumped into a collection vehicle and approved by contract administrator.

Extra garbage pick-ups shall mean collection of services to both commercial and residential accounts provided by CONTRACTOR on a day other than the scheduled collection days or extra loads aside from the usual collection.

Franchise Fee shall mean the charge to CONTRACTOR for the use of present and future streets, alleys, bridges, easements and other public places of the CITY and the CITY's associated administrative costs for oversight of this franchise, pursuant to this Contract.

Garbage shall mean all putrescent waste which generally includes but is not limited to kitchen and table food waste, animal, vegetative, food or any organic waste that is attendant with or results from the storage, preparation, cooking or handling of food material whether attributed to residential or commercial activities.

Green waste shall mean biodegradable waste that can be composed of garden or park waste, such as grass or flower cuttings and hedge trimmings, as well as domestic food waste

Gross Revenues shall mean all revenues collected by the CONTRACTOR, from any source whatsoever, arising from, attributable to or in any way derived from the services it provides pursuant to this Contract, inclusive of revenues collected by the CONTRACTOR related to its obligations to pay Disposal Charges, and exclusive of franchise fees. Gross Revenues computations shall not be reduced by Disposal Charges or amounts collected to offset such Disposal Charges.

Hazardous Waste shall mean Solid Waste, or a combination of Solid Wastes, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed; any waste, substance, object or material deemed hazardous under (i) Section 403.703, Florida Statutes; (ii) RCRA, 42 U.S.C.A § 6901 et seq.; (iii) CERCLA, 42 U.S.C.A. § 9601 et seq; (iv) Toxic Substances Control Act, 15 U.S.C. §2601, et seq., and in each case, applicable regulations promulgated thereunder. The term does not include human remains that are disposed of by persons licensed under Chapter 470, Florida Statutes.

Holiday shall mean Work Day(s) that Collections(s) shall not occur to include Thanksgiving and Christmas.

Hot loads shall mean Radio-active contaminated wastes.

Incident shall mean one event (e.g., if the CONTRACTOR misses collection of waste from two (2) residences, it will count as two incidents).

Missed Collection shall mean any occasion when the CONTRACTOR does not provide collection service to a customer on the scheduled collection day who timely and properly sets out waste in accordance with this Agreement.

Multifamily Bulk Waste Collection Service shall mean Bulk Waste Collection from Multifamily Service Units on scheduled Bulk Waste Collection days and delivery of the Bulk Waste to the Designated Disposal Facility.

Multifamily Collection Services shall mean Multifamily Solid Waste Collection Service, Multifamily Recycling Collection Service, and Multifamily Bulk Waste Collection Service performed in the Service Area. Multifamily Collection Services shall be billed the rates established in the Rate Structure.

Multifamily Service Unit shall mean Dwelling Units utilizing Container(s) with or without Compactor(s) or Roll-off(s) for the accumulation and set-out of Solid Waste.

Multifamily Solid Waste Collection Services shall mean the Collection of Solid Waste from Multifamily Service Units located within the Service Area and the delivery of the Solid Waste to the Designated Disposal Facility.

Non-Collection Notice shall mean a form used by the CONTRACTOR to notify customers of the reason for non-Collection of materials set out by the customer for Collection by the CONTRACTOR pursuant to the Contract, developed by the CONTRACTOR and approved by the CITY.

Ordinance shall mean those parts of the code of the CITY governing Collection, disposal within the CITY.

Rate Structure shall mean the rates approved by the CITY shown in Exhibits 1.

Recovered Materials shall mean those materials meeting the statutory definition set forth in F.S. 403.7046. Recovered Materials that meet the statutory definition are metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled and have been diverted and source separated or have been removed from the Solid Waste stream for sale, use or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered Materials as described above are not Solid Waste. Construction and Demolition Debris is not Recovered Materials.

Recyclable Material shall mean those materials that are capable of being recycled and that would otherwise be processed or disposed of as solid waste.

Recycling Cart shall mean a receptacle with wheels with a capacity of up to approximately 96 gallons designed or intended to be mechanically dumped into a loader-packer type garbage truck and approved by Contract Administrator for the Collection of Recyclable Materials. All such Recycling Carts must be clearly marked in a manner as approved by the Contract Administrator.

Residential Curbside Bulk Waste Collection Service shall mean Bulk Waste Collection from Residential Curbside Service Units and the delivery of the Bulk Waste to the Designated Disposal Facility.

Residential Curbside Collection Service shall mean Residential Curbside Solid Waste Collection Service, Residential Curbside Recycling Collection Service, and Residential Curbside Bulk Waste Collection Service performed in the Service Area. Residential Curbside Service Units shall be billed the Rates established in the Rate Structure.

Residential Curbside Service Unit shall mean residential establishments located in Service Area and identified by Contract Administrator as Residential Service Units and utilizing a Can or Solid Waste Cart(s) for the accumulation and set-out of Solid Waste in accordance with this Agreement. At the sole discretion of Contract Administrator, some, all or none of the multi-family establishments utilizing Solid Waste Cart(s) shall be

considered a Residential Service Unit(s). Residential Service Units shall exclude establishments utilizing Dumpsters or Compactors for the accumulation and set-out of Solid Waste.

Residential Curbside Solid Waste Collection Service shall mean the Collection of Solid Waste from Residential Curbside Service Units in the Service Area and the delivery of that Solid Waste to the Designated Disposal Facility.

Residential Waste shall refer to all waste, refuse, garbage, trash and rubbish generated within the CITY from residential property and that is capable of being processed at the Waste Receiving Facility, but shall not include tropical storm or hurricane related debris, or Unacceptable Waste.

Residue shall mean the mixture of Contamination and Recyclables that have not been converted into Recovered Materials and which are destined for disposal. Recyclables and Recovered Materials cannot be classified as Residue due to commodity market conditions.

Roll-Off Collection Service shall mean the Collection and disposal of Roll-Off Containers containing Solid Waste. All such Roll-Off Containers must be clearly marked to prohibit their use for the disposal of Biological Waste, Biomedical Waste, Hazardous Waste or Sludge.

Roll-Off Containers shall mean any metal receptacle with a capacity of more than eight (8) cubic yards, which is normally loaded onto a motor vehicle. Roll-off Containers utilized for services covered under this Contract shall be owned by the CONTRACTOR.

Rubbish shall mean all refuse, accumulation of paper, excelsior, rags, wooden or paper boxes and containers, sweep-ups and all other accumulations of a nature other than Garbage and Yard Waste, resulting from the normal activities of a Residential Curbside Service Unit, Multifamily Service Unit or Commercial Service Unit wherein the Rubbish is collected. Rubbish does not include items herein defined as CONTRACTOR-Generated Waste or Exempt Waste.

Service Area shall mean the municipal limits of the CITY.

Single Stream shall mean a Collection process in which all Recyclable Materials are collected mixed together with no sorting required by Residential Service Unit, Commercial Service Unit, City Facility, or other Person generating the Recyclable Materials.

Sludge shall mean the accumulated solids, residues and precipitates generated as a result of waste treatment or processing including wastewater treatment, water supply treatment, or operation of any 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.

Source Separated shall mean that the Recovered Materials are separated from Solid Waste at the location where the Recovered Materials and Solid Waste are generated. The term does not require that various types of Recovered Materials be separated from each other, and recognizes de minimis Solid Waste, in accordance with industry standards and practices, may be included in the Recovered Materials. Materials are not considered Source Separated when two or more types of Recovered Materials are deposited in combination with each other in a Commercial Service Unit's Collection Container located where the materials are generated and when such materials contain more than 10 percent Solid Waste by volume or weight. For purposes of this Agreement, the term "various types of Recovered Materials" means metals, paper, glass, plastic, textiles, and rubber.

Solid Waste as defined in Chapter 403, Florida Statutes, as may be amended from time to time, shall mean Sludge unregulated under the federal Clean Water Act or Clean Air Act, Sludge from a waste treatment works, water supply treatment plant, or air pollution control facility, or Garbage, Rubbish, refuse, Special Waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.

Special Events shall mean events sponsored or co-sponsored by CITY.

Special Trash Pick-up shall mean collection of services provided by CONTRACTOR on a day other than the scheduled collection days or extra loads other than usual collection.

Special Waste as defined in Chapter 403, Florida Statutes, as may be amended from time to time, shall mean Solid Wastes that can require special handling and management, including, but not limited to, White Goods, waste tires, used oil, lead-acid batteries, Construction and Demolition Debris, ash residue, Yard Waste and biological wastes.

State shall mean the State of Florida.

Tipping Fee shall mean the fee that must be paid for the disposal of Waste Material at the Designated Disposal Facility as designated by the CITY.

Trash pick-up shall mean large, discarded items including discarded white goods, furniture and accumulations of shrubbery, palm fronds or tree limbs, green waste and other items similar natures.

Unacceptable Waste shall include ash residue, Biomedical Waste, Biological Waste, Construction and Demolition Debris, Hazardous Waste, Sludge, waste tires, used oil, and lead-acid batteries.

Yard Waste shall mean any vegetative matter resulting from normal yard and landscaping generated by the resident and shall include materials such as tree and shrub trimming materials, grass clippings, palm fronds, tree branches and similar other matter usually produced as refuse in the care of laws, landscaping and yards. Yard Waste does not include items herein defined as CONTRACTOR-Generated Waste or Exempt Waste.

White Goods shall mean discarded refrigerators, ranges, water heaters, freezers, and other similar domestic appliances. White Goods must be generated by the customer and at the Residential Service Unit or Commercial Service Unit wherein the White Goods are collected. All white goods shall be certified and verified that all Freon gas has been removed prior to pick up and transportation.

Work Day shall mean any day, Monday through Saturday.

Written Notice shall mean e-mail or mail when referring to written notice from the CITY. Written notice from CONTRACTOR to the CITY shall mean certified mail and excludes e-mail.

Unacceptable Waste shall refer to (a) Hazardous Waste, (b) cleaning fluids, hazardous paints, acids, caustics, poisons, radioactive materials, fine powdery earth used to filter cleaning fluid, and refuse of similar nature; (c) any item of waste exceeding six feet in any one of its dimensions or being in whole or in part a solid mass, the solid mass portion of which has dimensions such that a sphere with a diameter of eight inches could be contained within such solid mass portion (provided that such restriction does not apply to white goods and other appliances); (d) any controlled substances regulated under the Controlled Substances Act, 21 USC 801 et seq., or any equivalent state law; (e) non- burnable construction materials and demolition debris; and (g) all other items of waste which a Company reasonably believes would be likely to pose a threat to health or safety or the acceptance and disposal of which may cause damage to the Facility or be in violation of any judicial decision, order, action, permit, authorization, license, approval or registration of any federal, state or local government or any agency thereof, or any other regulatory authority or applicable law or regulations. Unacceptable Waste shall not include solid waste that otherwise may be considered Bulk Waste, White Goods, Construction and Demolition Debris, or Yard Waste.

SECTION 3: COLLECTION SERVICES TO BE PROVIDED BY CONTRACTOR

3.1 RESIDENTIAL CURBSIDE COLLECTION SERVICES

Single family homes, townhouses, duplexes, triplexes, quadruplexes and mobile homes shall have curbside Garbage Cart pickup, except in those areas that cannot accommodate Garbage Cart collection due to inaccessibility problems, cart storage problems, or similar issues. Residential units which are serviced by a Container shall be entitled to monthly Bulk Waste collection services. CONTRACTOR shall be responsible for providing carts and decals for the carts.

3.1.1 Residential Curbside Solid Waste Collection Service - The CONTRACTOR shall pick up, two (2) times per week with a 96 gallon Garbage Cart, Solid Waste including Yard Waste from each Residential Curbside Service Unit. Carts shall be placed within five (5) feet of the street

curb, swale, paved surface of the public roadway, closest accessible roadway, or other location agreed to by CONTRACTOR and within three (3) feet of poles, trees, etc. Customer will provide safe and efficient accessibility to CONTRACTOR's collection crew and vehicle. In certain cases, it may be decided that properly containerized residential solid waste may be placed at a location mutually agreed upon by the customer and CONTRACTOR. The City Administrator or Designee shall mediate any dispute regarding location of the Garbage Cart.

- 3.1.2 CONTRACTOR shall not collect Solid Waste or Yard Waste placed outside of the Garbage Carts on any regularly scheduled solid waste collection day (excluding Christmas trees). If a scheduled collection day falls on a holiday, CONTRACTOR shall collect all solid waste left curbside on the next scheduled collection day.
- 3.1.3 Garbage shall be placed in a plastic bag prior to placing it in the garbage cart, thereby minimizing spillage or leakage
- 3.1.4 Containers, when full, should not weigh more than 75 lbs.
- 3.1.5 For each new residential account, CONTRACTOR shall mail a services brochure to the resident and/or the person that contracts for the service.
- 3.1.6 CONTRACTOR shall not cause any garbage to be spilled on any roadway due to overfilling the hopper, lifting the hopper arm containing garbage while moving, or garbage not being properly covered while traveling.
- 3.1.7 If a resident does not follow proper procedures for set out, CONTRACTOR shall issue a non-collection notice to a resident stating the reason that it was not collected.
- 3.1.8 **New Carts** – CONTRACTOR shall purchase and distribute new 96 gallon garbage carts residential solid waste and blue 65-gallon carts labeled as a recycling container recycling carts to the Residential Curbside Service Units. CONTRACTOR will remove existing carts 96 gallon solid waste and recycling carts.
 - 3.1.8.1 Each container will bear the name CITY of North Miami Beach. Vendor logos will not be permitted on the carts.
 - 3.1.8.2 CONTRACTOR shall distribute fully assembled carts to new service units that are added to the service area during the term of this contract.
 - 3.1.8.3 The carts will become the property of the CITY of North Miami Beach at the conclusion of the agreement.

- 3.1.9 **Stolen Carts** - Upon notification from a residential customer to the CITY or CONTRACTOR that a cart has been stolen, the CITY or the CONTRACTOR shall advise the resident to file a police report. Upon notification by the resident of the police case number to the CITY or CONTRACTOR, the cart shall be replaced without charge to the residential customer. If there is no police report, the cart shall be replaced by CONTRACTOR and paid for by the resident, such charge shall not exceed the actual cost to CONTRACTOR for the replacement. CONTRACTOR will bill and collect any such charge.
- 3.1.10 **Cart(s) Purchase, Distribution, Replacement and Repair** - CONTRACTOR shall be responsible for the purchase, distribution and repair of carts in the complete Service Area. CONTRACTOR shall distribute a 96 gallon cart for Solid Waste and Recycling to each new residential Service Unit within three (3) work days of the request for a cart by the resident or the CITY. CONTRACTOR shall maintain, at all times, a sufficient number of carts to ensure that all extra or replacement carts can be provided within six (6) workdays upon notification by the CITY or the customer.
- 3.1.10.1 Upon notification from the Residential Curbside Service Unit to the CITY or CONTRACTOR that the customer's Garbage/Recycling Cart(s) has been damaged, the CONTRACTOR shall repair, if possible, or replace said Garbage/Recycling Cart(s) with an equivalent Garbage/Recycling Cart(s) (i.e. capacity, wheels, lid, etc.), at the CONTRACTOR's own expense, within three (3) Work Days. If carts have been damaged due to customer's abuse or negligence, as determined by the CITY, the carts shall be repaired or replaced, at the expense of the customer.
- 3.1.11 **Off-Street Collection Service** - CONTRACTOR shall provide off-street Collection for Solid Waste and Recycling from Residential Curbside Service Units if all adult occupants residing therein are handicapped and if a request for off-street service has been made to, and approved by the CITY, in the manner required by the CITY. All requests for Off-Street Service available under this Section shall be made to the CITY with the specific need and criteria attached thereto. The CITY shall notify CONTRACTOR of any customers requiring off-street service. No additional monies shall be due to CONTRACTOR for the provisions of Off-Street Service to handicapped customers. The point of Collection for Off-Street Service shall be the back or side yard or such other location as is mutually agreeable to CONTRACTOR and the customer. In the event the appropriate location cannot be agreed upon, the CITY shall mediate the dispute and designate the location for Collection. CONTRACTOR shall provide off-street service

on the same Scheduled Collection Day that Residential Curbside Solid Waste and Recycling Collection Service would otherwise be provided to the Residential curbside Service Unit.

- 3.1.12 **Residential Curbside Bulk Waste Collection Service** - CONTRACTOR shall pick up Bulk Waste, not to exceed twenty (20) cubic yards per Residential Customer Service Unit, CITY-wide; twelve (12) times per year on one of scheduled collection days of the week that Residential Solid Waste Collection Service is provided to the Residential Customer Service Unit. If a residential property exceeds the allotted 20 cubic yards per scheduled collection or if it is not properly placed, CONTRACTOR shall not pick up the bulk items, shall tag the pile by placing a notice of options including how to have the excess bulk removed at their expense, how to properly place the material and call for removal and how the CITY Code Compliance Division will be notified of the issue. The CONTRACTOR shall notify the City Code Compliance Division and Contract Administrator within 24 hours. The City Code Compliance Division will respond within one business day to initiate the CITY's code process for the corrective action. If the bulk is, or becomes a health and/or safety concern, CONTRACTOR will be notified by the CITY to remove the debris. The CITY shall then proceed with its Code Enforcement case against said property to recover CONTRACTOR's costs, in excess of the 20 cubic yards in Exhibit 1. 20 cubic yards is defined and measured at approximately 14 feet long, 8 feet wide and 5 feet high.

Contractor agrees that any time during the initial term or during any extension of this agreement, Contractor will acquiesce to the City insourcing the bulk collection. At that time, Contractor will reduce the price by \$9.45 plus any adjustments that were added on to the base rate.

- 3.1.13 **Residential Curbside Recycling Collection Services** - CONTRACTOR shall collect, but not limit collection to, the following recovered materials: plastic containers coded 1-5, tin cans, aluminum, newspaper, junk mail, magazines, and cardboard, and removal of scrap metal from CITY drop-off locations.

3.1.13.1 Recovered materials generated at the households will be collected curbside bi-weekly. Vehicles designated for recycling will be identified as recycling vehicles and will be either covered or secured to prevent recyclables from being scattered or spilled.

3.1.13.2 Recovered materials will be kept separately stored in the container provided by CONTRACTOR. The container will be industry standard, 65 gal., a different color than the garbage container, and labeled as a recycling container.

3.1.13.3 All Recovered materials collected by CONTRACTOR will be the property of CONTRACTOR and CONTRACTOR is responsible for its removal and processing. Before processing the materials collected within City of North Miami Beach, CONTRACTOR will weigh and record the number of recyclables collected. CONTRACTOR will provide the CITY with a monthly tonnage report for each type of material recycled. The report shall be given to CITY's representative within ten days of the month end for which the data was collected. CONTRACTOR will maintain, for a period of five (5) years, copies of weight tickets which are to be made available for CITY inspection. All recovered items must be processed at an approved recycling facility. All handling and disposal shall be done in accordance with all Federal, State and local laws, standards, and requirements. CONTRACTOR is prohibited from collecting separated recyclables from a household and mixing them with garbage.

3.1.13.4 The CITY reserves the right to make necessary and reasonable changes, revisions, additions or deletions to the designated types of recovered materials.

3.1.13.5 CONTRACTOR will not collect the recycling cart if non-recovered materials have been placed inside the cart provided. If non-recovered materials are placed in the cart, CONTRACTOR will leave the materials in the cart along with instructional materials educating the customer about the recovered materials accepted in the CITY's recycling program and how to prepare those materials.

3.1.13.6 Drop Off Centers:

CONTRACTOR must operate two (2) recycling drop-off centers. Contractor will service these drop-off centers twice per week. These two unmanned drop-off centers are located at:

- Behind City Hall -17011 NE 19 Ave., North Miami Beach, FL
- Eastern Shores by the Fire Department

3.2 MULTIFAMILY COLLECTION SERVICES

3.2.1 **Multifamily Solid Waste Collection Service** - CONTRACTOR shall pick-up Solid Waste from Multifamily Service Units within the Service Area. The size of the Container(s) or Roll-Off(s) and the frequency of Collection shall be sufficient to provide that no Solid Waste shall be placed outside the Container(s) or Roll-Off(s). The size of the Container(s) or Roll-Off(s) and the frequency of Collection (meeting minimum requirements contained in

the Ordinance unless less frequent service is approved by the CITY) shall be mutually agreed upon by the customer and CONTRACTOR. Collection service scheduled to fall on a holiday may be rescheduled as long as the minimum frequency requirement is met. The CONTRACTOR shall provide the Container(s) and Roll-Off(s) at the approved rental rates. Containers and Roll-Offs shall meet accepted industry standards and be maintained by CONTRACTOR as necessary to maintain efficient and sanitary services. CONTRACTOR shall notify the CITY if it is deemed necessary to increase service for a customer. The CITY reserves the right to approve or decline the service change. If the CITY approves the service change request, CONTRACTOR shall notify the customer of the increased service frequency and Rate Structure. If the CITY declines the service change request, CONTRACTOR shall continue to provide the customer the current level of service. CONTRACTOR shall collect Christmas Trees from Multifamily Service Units at no additional cost to the Multifamily Service Unit or the CITY.

3.2.1.1 **Multifamily container and/or Roll-off Replacement** Upon notification from the Multifamily Service Unit to the CITY or CONTRACTOR that CONTRACTOR damaged the customer's Container(s) and/or Roll-off(s), CONTRACTOR shall repair or replace said Container(s) and/or Roll-off(s) with an equivalent Container(s) and/or Roll-off(s) (i.e. capacity, wheels, lid, compacting device, etc.), at the CONTRACTOR's own expense, within six (6) Work Days. If carts have been damaged due to customer's abuse or negligence, as determined by the CITY, the Carts shall be repaired or replaced, at the current cost of the cart at the expense of the customer.

3.3 **COMMERCIAL COLLECTION SERVICES**

3.3.1 **Commercial Solid Waste Collection Service** - CONTRACTOR shall pick-up Solid Waste from Commercial Service Units within the Service Area. The size of the Container(s) or Roll-off(s) and the frequency of Collection shall be sufficient to provide that no Solid Waste shall be placed outside the Container(s), Garbage Cart(s) or Roll-off(s). Customer and CONTRACTOR shall determine the level of service and size of container after considering the type of business, waste generation rate and type, and other similar factors. In the event that same cannot be reasonably agreed upon, the CITY shall make the final determination in advance of the change. During the term of this Contract, a written service agreement between CONTRACTOR and the customer; in a format acceptable to the CITY, shall be entered into regarding the level and type of service to be provided, for solid waste services only. The written service agreement shall include rate information, the name and address of

the Customer, and the name and address of the contact person for the customer in a format as prescribed by the CITY in advance and a copy shall be filed with the CITY within five (5) days of execution of the written agreement. The size of the Container(s), Garbage Cart(s) or Roll-off(s) and the frequency of Collection (meeting minimum requirements contained in the Ordinance unless less frequent service is approved by the CITY) shall be mutually agreed upon by the Commercial Service Unit and CONTRACTOR. Commercial Service Units generating more Solid Waste than can be stored in three (3) Garbage Carts or generating a large percentage of waste, as determined by the CITY and CONTRACTOR, shall be required to use a Container.

Collection service scheduled to fall on a Holiday may be rescheduled as determined between the Commercial Service Unit and CONTRACTOR as long as the minimum frequency requirement is met. CONTRACTOR shall provide the Container(s) and Roll-off(s) at the approved rental rates. Containers, Garbage Carts and Roll-offs shall meet accepted industry standards and be maintained by CONTRACTOR as necessary to maintain efficient and sanitary services. CONTRACTOR shall notify the CITY if it is deemed necessary to increase service for a customer. The CITY reserves the right to approve or decline the service change. If the CITY approves the service change request, CONTRACTOR shall notify the customer of the increased service frequency and Rate Structure. If the CITY declines the service change request, CONTRACTOR shall continue to provide the customer the current level service. All Containers, Garbage Carts and Roll-offs shall be readily accessible to CONTRACTOR's crew and vehicles.

- 3.3.2 **Exclusivity Enforcement** - The CITY shall assist CONTRACTOR in enforcing the exclusivity of this Contract. In the event that CONTRACTOR determines that a commercial establishment has not contracted with CONTRACTOR for garbage collection or roll-off collection service or is not following the guidelines within the definition of recovered material's defined by the Florida Statute Section 403.7046 and this Contract, as the case may be, CONTRACTOR shall notify the CITY. The CITY shall notify the commercial establishment to cure the noncompliance. If the noncompliance is not cured, the CITY shall file an appropriate enforcement action.

3.4 SPECIAL DISABILITY PULL OUT SERVICE

CONTRACTOR will be responsible to provide special pull-out services for customers who are physically disabled and who have provided required documentation to the CITY. There are presently approximately twelve (12) customers Citywide who are unable to place their cart curbside. CONTRACTOR will be responsible to bring the cart(s) to the curb for dumping and then return it to

its original placement. There will be no charge for those residents medically unable to bring their garbage cart to the curb. The CITY will certify this list annually and reserves the right to increase or decrease these numbers as may be required at no additional cost to the CITY.

3.5 CITY FACILITIES

CONTRACTOR will provide for the collection of garbage, bulk trash and recyclables at all the CITY facilities, listed in Exhibit 2, **at no cost to the CITY**. CONTRACTOR provided containers are to be clearly labeled to receive garbage or recyclables. Frequency of service shall be determined between Contract Administrator and CONTRACTOR. Current City Facilities and frequency of service is listed on **Exhibit 2**.

3.6 SPECIAL COLLECTION SERVICES

The CITY sponsors at least five (5) community events each year. The CITY shall notify CONTRACTOR thirty (30) days in advance of all community events. CONTRACTOR will be responsible for providing collection assistance, collection containers, and disposal services at no cost to the CITY. CONTRACTOR shall provide containers as listed below for the CITY's current annual community events. The CITY reserves the right to add additional and/or change community events during the term of this Contract.

CITY Annual Events

Snowfest - 2 (20 yd roll off)
Monster Mash Bash – 1 (20yd roll off)
Farm Share – twice/year - 20 yd roll off
Snake Creek Canal with PD – 2 (20yd) roll off
Teen Spring Clean Up – 1 -20yd roll off container

3.7 EDUCATION SERVICES

CONTRACTOR shall provide the following public education services. CONTRACTOR shall provide and deliver notices or any other written materials that are specifically designed for Single Family Residential Units, Multi-Family Units and Commercial Accounts.

3.8 TRANSITIONAL SERVICE INFORMATION

CONTRACTOR shall be required to print, and mail, separate from the bill, an informational piece designed by the CITY to be sent to all residents prior to the inception of service. The mailing shall include a flyer provided by the CITY to the CONTRACTOR. In the event the CITY deems any other informational piece as necessary to aid in the transition, CONTRACTOR shall be required to print and

distribute the educational information. It is agreed that CONTRACTOR may combine the informational piece herein with the annual notice and/or new customer notice unless time warrants immediate notification.

3.9 ANNUAL NOTICE

CONTRACTOR shall be required to design, print, and distribute, an annual notice to all Residential Curbside Service Units, and Multifamily Service Units through Homeowners Associations within the Service Area. The notice shall include at a minimum the Scheduled Collection Days, for garbage and bulk waste schedules including maps and set out requirements for each. Contact information shall also be listed.

3.10 NEW CUSTOMER PACKAGE

CONTRACTOR shall be required to design, print, and distribute, a new customer package to all Residential Curbside Service Units, and Multifamily Curbside Service Units through Owner Associations as they are added to the Service Area. The notice shall include at a minimum, the Scheduled Collection Days, for garbage and bulk waste schedules including maps and set out requirements for each. Contact information shall also be listed. The CITY shall provide written notice to CONTRACTOR of all such new customers.

3.11 SCHEDULE AND/OR ROUTE CHANGE NOTICE

In the event the City Administrator or his/her designated representative(s) approves a change in schedule and/or route, CONTRACTOR shall be responsible to provide said service units with a notice. The notice shall comply with all requirements set in the Contract.

3.12 NON-COLLECTION NOTICE

CONTRACTOR shall not be required to collect any Solid Waste, Bulk Waste, or Construction and Demolition Debris that do not meet the requirements in this Contract. CONTRACTOR shall affix to the Cart, a Non-Collection Notice explaining why Collection was not made. CONTRACTOR shall maintain a record of the address of any customer where Solid Waste, Bulk Waste, Recyclable Materials or Construction and Demolition Debris were not collected, the date of non-collection, and the reason they were not collected, to be provided to the CITY upon request.

3.13 PUBLIC AWARENESS PROGRAM

CONTRACTOR agrees to cooperate in complying with requests of up to forty (40) hours per year from the CITY to supply Solid Waste truck and driver at public

outreach events, provided that notice of at least five (5) Work Days is given. It is understood and agreed that there shall be no charge to the CITY by CONTRACTOR for compliance with any requests to provide a demonstration Collection truck and driver in response to the CITY's request. In the event that the CITY'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 demonstration truck and driver.

3.14 HOURS OF COLLECTION

3.14.1 Residential Curbside Collection Services - Residential Services shall be made with a minimum of noise and disturbance commencing no earlier than 7:00 a.m., EST and terminating no later than 5:00 p.m., EST Monday through Saturday. The hours and/or days of Collection may be extended with the prior written consent of the CITY.

3.14.2 Multifamily Collection Services - Multifamily Residential Services shall be made with a minimum of noise and disturbance commencing no earlier than 7:00 a.m., EST and terminating no later than 5:00 p.m., EST Monday through Saturday. The hours and/or days of Collection may be extended with the prior written consent of the CITY.

3.14.3 Commercial Services - Commercial Services shall be made with a minimum of noise and disturbance and shall be provided between the hours of 7:00 a.m., EST and 5:00 p.m., EST Monday through Sunday. The hours and/or days of Collection may be extended with the prior written consent of the CITY. Services shall not be provided prior to 7:00 a.m., EST on any Commercial Service Units that abut Residential Curbside Service Units or Multifamily Service Units unless such service is requested in writing or approved by the City Administrator or his/her designated representative(s). In the event a resident in a residential area complains about collection noise, the CITY and CONTRACTOR will evaluate the circumstances of the complaint on a case-by-case basis and attempt to resolve same within the structure of current collection practices, schedules and routes. If the parties are unable to do so, the CITY shall determine a reasonable resolution such that CONTRACTOR shall adhere to same without added expense or change in rates.

3.15 APPROVED RATE STRUCTURE

The rates shown in **Exhibit 1** shall apply to all Residential Curbside Service Units, Multifamily Service Units and Commercial Service Units, respectively, within the corporate limits of the CITY as well as any areas annexed into the CITY subsequent to the commencement of this Contract.

3.16 FRANCHISE FEES PAYMENTS

The Franchise Fees shall be paid as follows:

- 3.16.1 CONTRACTOR shall pay the Franchise Fee to the CITY on or before the twentieth (20th) day of each month for the term of the Contract.
- 3.16.2 Subject to applicable law, no acceptance by the CITY of any Franchise Fee shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim the CITY may have for additional sums payable. The Franchise Fee payment is not a payment in lieu of any other tax, fee, or assessment.
- 3.16.3 In the event that a Franchise Fee payment is not received by the CITY on or before the due date set forth in the Contract, or is underpaid, the CITY reserves the right to retain funds from its payment to CONTRACTOR or require CONTRACTOR to forfeit the prior month's collection consistent with this Contract.

3.17 CUSTOMER BILLING

- 3.17.1 **Residential and Multi-Family Billing** - Under this Contract the CITY shall submit bills to residential and multi-family customers in the service area; and pay CONTRACTOR for the services it provides in the service area in compliance with the requirements in this Contract. The CITY and the Customers shall not have any obligations to pay any fees, charges, costs, or other sums to CONTRACTOR unless such payment is explicitly required in this Contract. In all cases, the CITY shall have sole authority to determine whether the extent to which CONTRACTOR is entitled to payment or services it provided under this Contract.
- 3.17.2 **Commercial Billing** - Under this Contract CONTRACTOR is hereby designated the agent and representative of the CITY for the billing and collection payments for Commercial Services/Roll-off for the services it provides in the service area in compliance with the requirements in this agreement. CONTRACTOR shall invoice those entities receiving Commercial Collection Services/Roll-off on a monthly or otherwise agreed basis.
 - 3.17.2.1 CONTRACTOR shall pay to the CITY, the Franchise Fee and Solid Waste Fee collected for Commercial Services/Roll-off on or before the twentieth (20th) day of each month for the term of the Contract.
- 3.17.3 **Special Collection Services** - CONTRACTOR shall be responsible for the billing and collection of payments for special collection services such as

locks for containers, backdoor/side of house service, additional bulk waste collections, etc., Special Collection Services shall be billed in accordance with the Rate structure. Special collection services for current and future CITY facilities shall be provided at the request of the CITY facilities and at the expense of CONTRACTOR.

3.18 DELINQUENT ACCOUNTS

3.18.1 For monthly billing in which CONTRACTOR invoices and collects, an account shall be delinquent once a service unit fails to pay the billed amount for Collection Services within a period of one (1) month. For annual billing, an account shall be delinquent once the due date lapses on the bill. CONTRACTOR may request authorization from the City Administrator or his/her designated representative(s) to stop service; however, the City Administrator or his/her designated representative(s) reserves the right to deny or approve said request.

3.18.2 CONTRACTOR shall be solely responsible for collections from delinquent accounts in which they invoice and collect from other than the CITY.

3.19 DISPOSAL ELEMENT ADJUSTMENT

For all Disposal Rates requested herein, the rates initially established are the maximum amounts that the Contractor may charge. Each year on October 1st during the Contract, the Disposal Rates shall be adjusted upward or downward to reflect the percentage change in the Contract Rate Disposal Fee for permitted haulers and municipalities as published by the Miami-Dade County Department of Solid Waste Management. The initial Disposal Rate adjustment, if any, shall not be considered until October 1, 2022.

In order for CONTRACTOR to receive a disposal rate adjustment, as set forth below, based on a change in the Disposal Charge per ton, CONTRACTOR must provide, in a manner that is acceptable to the CITY, evidence of the change in the Disposal Charge. The CITY shall approve the request in accordance with the generation factors below to be effective on the date of the change in the Disposal Charge at the Designated Disposal Facility.

Residential Collection Service – The Residential Collection Service Monthly Unit Rate includes collection, disposal and processing cost. The Generation factor is broken down into the three following waste streams:

Residential Municipal Solid Waste Generation	– 1.4 tons per year per unit
Residential Yard trimmings / Bulk Generation	– 1.0 tons per year per unit
Residential Recycling Generation	0.30 tons per year per unit

Disposal and Processing components of the residential rate are based on the following fees:

Miami Dade County Solid Waste Disposal and Transfer Fee	\$80.58 a ton
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Miami Dade County Bulk Disposal Fee	\$66.12 a ton
Recycling Processing Fee	\$80.00 a ton

Any increase in these fees will result in a direct pass through of equal percentage to the corresponding disposal or processing unit cost below.

Residential Single Family Unit Rate Curbside

Collection	\$21.21 per unit
Solid Waste Disposal	\$9.67 per unit
Bulk Waste Disposal	\$6.00 per unit
Recycling processing	\$2.00 per unit
Total	\$38.88 per unit

Residential Single Family Unit Rate Alleyway

Collection	\$23.99 per unit
Solid Waste Disposal	\$9.68 per unit
Bulk Waste Disposal	\$6.00 per unit
Recycling processing	\$2.00 per unit
Total	\$41.67 per unit

Multifamily and Commercial Collection Service -The Multifamily Collection Service and the Commercial Collection Service monthly rate includes collection and disposal. The Disposal Rate excluding Compactors is based on the Disposal Charge per ton, the size of the Container, the frequency of Collection, and the "Weight Per Cubic Yard Factor". The Weight Per Cubic Yard Factor" is currently 120 lbs. per cubic yard. Any approved change in the per ton Disposal Charges will result in a corresponding change in the Disposal Rate based on the following

Disposal components of the Multifamily and Commercial Collection rates are based on the following fee:

Miami Dade County Solid Waste Disposal and Transfer Fee	\$80.58 a ton
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Any increase in this fee will result in a direct pass through of equal percentage to the corresponding solid waste disposal unit rate below.

Multifamily and Commercial Collection Non Compaction Yardage Rate

Collection	\$11.09 per cubic yard
Solid Waste Disposal	\$4.84 per cubic yard
Total	\$15.93 per cubic yard

Multifamily and Commercial Collection Compaction Yardage Rate

Collection	\$17.89 per cubic yard
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Solid Waste Disposal	\$12.09 per cubic yard
Total	\$29.98 per cubic yard

3.20 ANNUAL RATE ADJUSTMENT

3.20.1 Beginning on June 1, 2023, and annually thereafter, seventy-seven and a half percent (77.5%) of the Collection Rates shall be adjusted upward or downward to reflect any changes in the cost of providing Sanitation Services due to inflation or deflation during the previous year. Specifically, the Collection Rates shall be adjusted by an amount that is equal to the percentage change in the Consumer Price Index - Water and Sewer and Trash Collection Services (CPI-WST), during the most recent twelve (12) consecutive month period (March to March). The Percentage change in the CPI-WST shall be calculated by using the following formula:

PC = CPI-WST1 divided by CPI-WST2, minus 1.0 x 100

Where:

- o **PC is the percentage change in the CPI-WST from one calendar year to the next**
- o **CPI-WST1 is the index rate for ~~June~~ March of the current year**
- o **CPI-WST2 is the index rate for the ~~June~~ March of the previous year**

Notwithstanding anything else contained herein, a single CPI-WST adjustment shall not exceed five percent (5%) for Residential Customers and three percent (3%) for business customers. There shall be no "catch up" adjustment to the rates in future years (i.e., there will not be an adjustment to the Collection Rates in the future to offset or mitigate the effect of the five percent (5%) or three percent (3%) cap in a year when the CPI-WST index exceeded five percent (5%) or three percent (3%)).

Notwithstanding anything else contained herein, there **WILL NOT** be a CPI-WST adjustment to the Collection Rates unless CONTRACTOR delivers a written request for an adjustment to the CITY prior to April 30th of the current year. If CONTRACTOR fails to make a timely request for an adjustment, there shall be no adjustment of the current year. Further, there shall be no "catch up" adjustment to the Collection Rates in the future to off-set or mitigate the effect of failing to request an adjustment. No notice is required, and the adjustment shall automatically apply if the CPI-WST decreases during the percentage change period.

3.20.2 CONTRACTOR may petition the CITY to adjust CONTRACTOR's Collection Rates based upon unusual and unanticipated increases in the cost of doing business limited to a change in the law or regulation "Change in Law". Any such request shall be supported by full documentation establishing the increase in the operating costs and the reasons, therefore.

The CITY shall be entitled to audit CONTRACTOR's request in order to verify the increase in costs and the reasons, therefore.

3.20.2.1 "Change in Law" means (I) the adoption, promulgation, or modification after the date of this Agreement of any law, regulation, order, statute, ordinance, rule, or judicial decision affecting the contract or any part thereof that was not adopted, promulgated, or modified on or before the date of this Agreement, or (II) the imposition of any material conditions in connection with the issuance, renewal, modification of any permit, license or approval after the date of this Agreement which in the case of either (I) or (II) establishes requirements affecting CONTRACTOR's operation under this Agreement more burdensome than the requirements that are applicable to CONTRACTOR and in effect as of the date of this Agreement. A change in any federal, state, county, or other tax law or workers compensation law shall not be a "Change of Law." However, in the event that a federal, state, or local entity imposes a fee, charge or tax after the date of this Agreement that applies to CONTRACTOR's operations per se, such fee, charge, or tax shall be treated as a Change in Law.

3.20.3 CONTRACTOR's REQUEST must be made within one hundred and twenty (120) days of the occurrence of such unusual change or cost and shall contain reasonable proof and justification to support the need for rate adjustment. The City Commission may request from CONTRACTOR, and CONTRACTOR shall provide, such further information within its possession as may be reasonably necessary in making its determination. The City Commission shall approve or deny the request, in whole or in part, within sixty days (60) days or receipt of the request and all other additional information required by the City Commission.

3.20. CONTRACTOR shall supply the CITY with such further information as may be reasonably necessary to make the calculations to determine the annual adjustment.

3.20.5 The parties have agreed that the Collection Rates herein shall not be subject to a separate surcharge for fuel increases. Notwithstanding that understanding, the parties have agreed that the actual cost of No. 2 Diesel Fuel shall be considered for an annual adjustment to the Collection Rates herein. Beginning on June 1, 2023, and annually thereafter, twenty-two and a half percent (22.5%) of the Collection Rates shall be adjusted upward or downward to reflect any changes in the actual retail cost of No. 2 Diesel Fuel as published by the Energy Information Administration of the US Department of Energy ("EIA/DOE") website that reports average retail prices of diesel fuel for the "Lower Atlantic" United States on a weekly basis.

Notwithstanding anything else contained herein, a single fuel adjustment shall not exceed five percent (5%) for Residential Customers and three percent (3%) for business customers. There shall be no “catch up” adjustment to the rates in future years (i.e., there will not be an adjustment to the rates in the future to offset or mitigate the effect of the five percent (5%) or three percent (3%) cap in a year when the No. 2 Diesel Fuel Retail Prices exceeded five percent (5%) or three percent (3%)).

Notwithstanding anything else contained herein, there **WILL NOT** be a fuel adjustment to the Collection Rates unless CONTRACTOR delivers a written request for an adjustment to the CITY prior to April 30th of the current year. If CONTRACTOR fails to make a timely request for an adjustment, there shall be no adjustment of the current year. Further, there shall be no “catch up” adjustment to the Collection Rates in the future to off-set or mitigate the effect of failing to request an adjustment. No notice is required, and the adjustment shall automatically apply if the No. 2 Diesel Fuel Retail Prices decrease during any Contract year.

SECTION 4: SCHEDULES AND ROUTES

4.1 SCHEDULES AND ROUTES TO CITY

CONTRACTOR shall submit a proposed route and schedule to be approved by the City Administrator or his/her designated representative(s) no later than ninety (90) calendar days prior to June 1, 2022.

The City Administrator or his/her designated representative(s) reserves the right to deny CONTRACTOR's vehicles access to certain streets, alleys, bridges and public ways, inside the CITY or outside the CITY in route to Designated Disposal Facilities where it is in the best interest of the general public to do so due to conditions of streets and bridges. CONTRACTOR shall use best efforts to not interrupt the regular schedule and quality of service because of such street closures.

In the event of a change in residential routes or schedules that will alter the day of Collection, CONTRACTOR shall have said changes approved by the City Administrator or his/her designated representative(s) not less than sixty (60) calendar days prior to the change. In accordance with Section 3.11, of this Contract CONTRACTOR shall bare all expenses for public education in the event of a change in residential routes (i.e., postage, copies, et cetera).

4.2 HOLIDAY PICK-UP SCHEDULE

Solid Waste and Bulk Waste Collection will not occur on Work Days that the Designated Disposal Facility is closed. Collections that would normally occur on Work Days that the Designated Disposal Facility is closed shall occur on the next regularly scheduled solid waste or bulk waste pick up day.

The CONTRACTOR is not expected to provide service on Christmas Day or on Thanksgiving Day or any day that the designated facility is closed. If a residence is skipped because of Christmas Day or Thanksgiving Day, pick-up will occur on the next scheduled pickup day. Additional garbage may be set out on that day, in sealed plastic bags comparable to one 96-gallon container.

SECTION 5: EMERGENCY SERVICE PROVISIONS

In an emergency event such as a hurricane, tornado, major storm, natural disaster, or other such event, the City Administrator or his/her designated representative(s) may grant CONTRACTOR a variance from regular routes and schedules. Such variances shall be submitted in writing to the City Administrator or his/her designated representative(s), and if requested by the City Administrator or his/her designated representative(s), CONTRACTOR shall furnish a map depicting such routes. CONTRACTOR shall notify the City Administrator or his/her designated representative(s) on a daily basis indicating what portion of each designated route was completed that day. In addition, CONTRACTOR shall notify the City Administrator or his/her designated representative of completion of each route during such event. As soon as practicable after such event, CONTRACTOR shall advise the City Administrator or his/her designated representative(s) when it is anticipated that normal routes and schedules can be resumed.

SECTION 6: CONTRACTOR'S RELATION TO CITY

6.1 CONTRACTOR REPRESENTATIVE

CONTRACTOR shall cooperate with the CITY in every reasonable way in order to facilitate the progress of the work contemplated under this Contract. As such, CONTRACTOR shall have a minimum of three (3) competent and reliable representatives on duty that are authorized to receive orders and to act on behalf of CONTRACTOR. CONTRACTOR agrees that the CITY shall have twenty-four (24) hour access to said representatives via a non-toll call and email from the CITY. Answering machines, pagers or other devices that do not provide for immediate contact with CONTRACTOR's said representatives shall not meet the requirements of this Section.

6.2 INDEPENDENT CONTRACTOR

It is expressly agreed and understood that CONTRACTOR is in all respects an independent contractor as to the work. Even though in certain respects, CONTRACTOR may be required to follow the direction of the City Administrator or his/her designated representative(s), CONTRACTOR is in no respect an agent, servant or employee of the CITY.

6.3 SUPERVISION OF CONTRACT PERFORMANCE

The City Administrator or his/her designated representative(s) is hereby designated as the public official responsible for the administration of this Contract by the CITY, and, in such capacity, they are charged with the overall, general supervision of CONTRACTOR's performance hereunder. CONTRACTOR shall diligently work with the City Administrator or his/her designated representative(s) to formulate and to adopt guidelines and procedures to facilitate the supervision and review of its performance by the City Administrator or his/her designated representative(s) and their staff. CONTRACTOR shall not be required to comply with instructions or directions from any City official except the City Administrator or his/her designated representative(s) unless such other official has been delegated in writing by the City Administrator or his/her designated representative(s) to perform specified administrative functions under this Contract.

6.4 COMPLAINTS AND MISSED COLLECTION REPORT

CONTRACTOR shall maintain an accurate and up-to-date log of date, time, and address of all complaints received and missed collections; the disposition thereof, actions taken to resolve the complaint or missed collection, and the date and time the complaint or missed collection was resolved. CONTRACTOR shall provide the CITY with access to the complaint log to the CITY in the form of a monthly report in Microsoft Excel or in an alternative computer program selected by the CITY at a monthly meeting between the CITY and CONTRACTOR, or upon request by the CITY. The CITY reserves the right to correct a complaint if the complaint is not corrected within twenty-four (24) hours of notification to CONTRACTOR. If CONTRACTOR fails to provide the above data or additional data requested by the CITY, the CITY reserves the right to withhold payment for services or impose the liquidated damage provided in Sections 8 and 9.

6.5 QUARTERLY AND ANNUAL OPERATIONS REPORT

CONTRACTOR shall provide to the CITY three (3) quarterly reports and one (1) annual operations report identifying each service, additional service, weigh ticket, etc. as provided for Residential Curbside Service Unit, Multifamily Service Unit, or Commercial Service Unit. Quarterly operation reports shall be submitted to the CITY no later than the fifteenth (15th) day of the months of October, January and April and shall be in the form of an executive summary. Said reports shall be provided in Microsoft Excel format. The annual operations report shall be submitted to the CITY no later than the fifteenth (15th) of July annually. Operational reports shall outline the following information for the preceding month or year as applicable: (1) Count of service units by billing class, (2) Container count by customer class and Container Size/Frequency, (3) Multifamily and Commercial customer report including name, address, container size, collection frequency, and monthly bill amount, (4) list of weight tickets for Solid Waste collected in the CITY including route number, customer

class, truck type, date, and Solid Waste quantity, (5) summary of Additional Services subject to Franchise Fee provided by CONTRACTOR, and associated revenues obtained, and (6) delinquent accounts list. CONTRACTOR shall maintain the weight tickets from the Designated Disposal Facility for the Collection of Solid Waste, Bulk Waste, or other materials from Residential Service Units or Commercial Service Units delivered from the CITY. If CONTRACTOR fails to provide the above data or additional data requested by the CITY, the CITY reserves the right to withhold payment for services as provided in the Contract, and such non-compliance may be considered a breach of contract by CONTRACTOR, as provided in this Section 6.9.

6.6 AUDIT AND INSPECTION OF WORK RIGHTS

CONTRACTOR shall, during the term of this Contract, maintain records and accounts of all transactions that result from doing business pursuant to this Contract for the length of the Contract including renewals, utilizing a computerized record-keeping program that is capable of club accounting. Such records shall include complete and legible daily attendance and enrollment records. CONTRACTOR shall also keep financial records so as to satisfy generally accepted accounting procedures. These records shall include a statement of revenues and expenses ("the Revenue/Expense Statements"), identifying the source of the revenues, and shall be provided to the CITY monthly, along with documentation of the time period represented by each payment. CONTRACTOR shall maintain a record of addresses served pursuant to this Contract, which shall include the level of service associated with each address. Such books and records shall be made available to CITY for inspection, review and auditing during regular hours on Business Days, with the exception of Holidays, without advance notice.

CONTRACTOR shall provide access to all of its records which relate directly or indirectly to the Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to the Contract and upon request make them available to the CITY for three (3) years following expiration of the Agreement. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the CITY to ensure compliance with applicable accounting and financial standards at no cost to the CITY.

6.7 FACILITY INSPECTION RIGHTS

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

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

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

6.9 BREACH OF CONTRACT

If, in the opinion of the City Administrator or his/her designated representative(s), there has been a material breach of Contract, the City Administrator or his/her designated representative(s) shall notify CONTRACTOR, in writing, specifying the basis and reason in which there has been a breach of Contract. If, within a period of five (5) calendar days from the date of the notice, CONTRACTOR has not eliminated or otherwise cured the conditions considered to be a breach of Contract, the City Administrator or his/her designated representative(s) shall so notify the City Commission in writing, and a public hearing shall be set for a date within fifteen (15) calendar days of such notice to the City Commission. On the date of the hearing, the City Commission shall hear from CONTRACTOR and the City Commission shall make a final determination as to whether or not there has been a breach of Contract and direct what further action shall be taken by the CITY, as hereinafter provided. Pending resolution of the alleged breach, CONTRACTOR shall be governed by the provisions of Section 19.

6.10 TERMINATION FOR CAUSE

If CONTRACTOR fails to begin work at the time specified, or discontinues the prosecution of the work, or any portion thereof, for any cause not excused as provided herein, and the City Commission makes a final determination that a breach has occurred, and if CONTRACTOR fails to cure such default within five (5) Business Days after the receipt of such notice from the City Commission, the CITY

may thereupon, by action of the City Commission, declare the Contract terminated and in default within ninety (90) days of said default. Upon such declaration of cancellation or breach, the CITY may take over the work or any portion thereof or engage another firm to take over the work or any portion thereof. The CITY shall pay CONTRACTOR for any payments due for services rendered by CONTRACTOR prior to termination of the Contract. Such cancellation of the Contract shall not relieve CONTRACTOR or the cash/surety of liability for failure to faithfully perform this Contract, and, in case the expense incurred by the CITY in performing or causing to be performed the work and services provided for in said Contract shall exceed the sum which would have been payable under this Contract, then CONTRACTOR, and the cash/surety, to the extent of its obligation, shall be liable to the CITY in the amount of any such expenses in excess of the Contract price. The CITY may apply the cash bond in its possession toward any and all damages incurred as a direct or indirect result of failure by CONTRACTOR to properly perform its obligations under this Contract and it may look to the cash/surety, CONTRACTOR and any guarantor for additional damages. CONTRACTOR's cash/surety or security will not be released until such time as the term of this Contract otherwise expires.

SECTION 7: CUSTOMER RELATIONS

7.1 CUSTOMER SERVICE

CONTRACTOR shall develop a Customer Service Program focusing on elimination of repeated customer complaints/requests.

- 7.1.1 CONTRACTOR shall provide a local area code number for customer inquiries. Alternatively, the CITY shall forward the Sanitation phone line to CONTRACTOR's local number which shall be managed by CONTRACTOR.
- 7.1.2 Customer service must be able to handle Spanish and Creole speakers and announcements
- 7.1.3 CITY shall not be liable for interruptions caused by failure of equipment or services, failure of communications, power outages, or other interruption, nor shall the CITY be liable for any performance deficiencies caused or created by the phone line transfer.
- 7.1.4 CONTRACTOR will develop a portal that allows the CITY to access any service-related issue.

7.2 OFFICE HOURS

CONTRACTOR shall take all reasonable steps and do all things necessary to ensure good and harmonious customer relations in the CITY. CONTRACTOR

agrees that it shall have telephone service via a non-toll call from the CITY. The non-toll telephone service shall be listed in the name in which the company is doing business as CONTRACTOR. The telephone service shall be staffed from 7:00 a.m., EST till 5:30 p.m., EST, Monday through Friday, by CONTRACTOR's employee(s), whom shall be familiar with the CITY. Answering machines, pagers or other devices that do not provide for immediate contact with CONTRACTOR's employee(s) shall not meet the requirements of this Section.

7.3 COMPLAINT HANDLING

In the case of complaints regarding collection service or any related activities, CONTRACTOR will, upon being notified of the complaint, resolve the complaint in a timely manner.

- 7.3.1 CONTRACTOR will provide for prompt handling of complaints by maintaining an office staff that will receive, record, and handle such complaints. Such staff will be available during the hours of 7 a.m. until 5:30 p.m., Monday through Friday. During after hours, weekends, and holidays, CONTRACTOR must make available a local message service to record citizen complaints.
- 7.3.2 CONTRACTOR will see to it that its employees serve the public in a courteous, helpful, and impartial manner. The listing and confirmation of resolution of complaints must be submitted to the CITY's Project Manager in a format approved by the CITY on first day of each month.
- 7.3.3 CONTRACTOR is expected to maintain a log for all complaints and the actual or planned resolution(s). The report format is to be approved by the CITY's Project Manager prior to the award of the contract. **The objective of this section is the resolution of 98% of all complaints within 24 hours of the complaint.**

7.4 MISSED COLLECTIONS

If the Collection of any Residential Service Unit or Commercial Service Unit is missed during the regular route Collection, CONTRACTOR shall ensure that the missed collection shall be picked up on the same day if notification was received by CONTRACTOR from the CITY or customer before 12:00 p.m., EST, otherwise the missed collection shall be picked up before 3:00 p.m., EST on the next Work Day after such notification from CITY or customer. Any deviation from the requirements of this provision must be approved by the City Administrator or his/her designated representative(s). If CONTRACTOR fails to comply with this provision, or any of the terms and conditions of the Contract, the CITY reserves the right to ensure that the collection is made, either with its own force or an outside source, and to charge all costs, plus reasonable overhead, to CONTRACTOR. Late set outs will not be counted as missed collections.

7.4.1 CONTRACTOR shall refuse to collect residential or commercial waste from a customer if CONTRACTOR believes that the waste is non-conforming e.g.: hazardous, radioactive or biomedical Waste). In such cases CONTRACTOR shall place a Non-Collection notice on the container. At a minimum, the notice shall contain the following information: the issuance date, CONTRACTOR's reason for not providing the service, information advising the customer how to correct the problem, and a telephone number to call if the customer has any further questions. The CONTRACTOR will promptly notify the City Administrator when a non-conforming location is noticed.

7.5 SPILLAGE AND LITTER

CONTRACTOR shall not be responsible for cleaning up sanitary conditions around Garbage Cans, [Garbage Carts,] Containers, Roll-off Containers, caused by the carelessness of the customer; however, CONTRACTOR shall clean up any Solid Waste, Bulk Waste, or other refuse materials including leakage of fluids spilled from Garbage Cans, [Garbage Carts,] Containers, Roll-off Containers, and Collection vehicles by the CONTRACTOR, CONTRACTOR's vehicles or CONTRACTOR's employees. During transport, all Solid Waste shall be contained, covered or enclosed so that leaking, spilling and blowing of the Solid Waste, Bulk Waste, or other refuse materials is prevented. CONTRACTOR shall be responsible for the cleanup of any spillage or leakage caused by the CONTRACTOR, CONTRACTOR's vehicles or CONTRACTOR's employees. Said cleanup shall be done at the CONTRACTOR(s) expense within twenty-four (24) hours of the spillage or leakage.

SECTION 8: LIQUIDATION DAMAGES

CONTRACTOR will be assessed liquidated damages as outlined below:

- A. If CONTRACTOR proves to be more than two (2) working days (excluding Saturday and Sunday) behind schedule for trash pickup, the CITY reserves the right to charge CONTRACTOR the sum of five hundred dollars (\$500) per day for each residential or commercial accounts until CONTRACTOR demonstrates that it is back on schedule. Charges of \$250/day will apply for special pick-ups.
- B. CONTRACTOR will provide the requested container to each household within three (3) working days of receiving notice from the CITY. Failure of the CONTRACTOR to deliver the container within (3) days will result in liquidated damage of one hundred dollars (\$100.00) per day/per household and two hundred and fifty (\$250) per day/commercial account.

- C. If a collection is missed and the commercial account or household notifies the CITY, the CITY will notify CONTRACTOR who will return to collect the materials. In all cases, the missed collection will be handled within 24 hours of notification or during the next scheduled work shift, whichever is sooner. CONTRACTOR will be assessed liquidated damages of one hundred dollars (\$100.00) for each missed household pickup and two hundred and fifty (\$250) for each commercial pick-up that is not resolved within 24 hours in the form of a deduction from the proceeds due from the CITY. The City Manager or designee will be in charge of assessing liquidated damages.
- D. Failure to clean spillage (oil, hydraulic fluid, garbage, trash, etc.) on the day that the spillage occurs will result in CONTRACTOR being assessed liquidated damages of fifty dollars (\$50) per incident per day.
- E. Failure to repair damage to public or private property within five (5) calendar days or within the timeframe approved by the CITY, CONTRACTOR will be assessed at a liquidated damage of fifty dollars (\$50) per incident per day.
- F. Failure to maintain a collection vehicle or equipment in a clean and sanitarily manner shall resolve in the imposition of an assessment of one hundred dollars (\$100) per incident per day.
- G. Failure to have a vehicle properly licensed or failure of the operator to carry his license while on duty shall result in a one hundred dollars (\$100) assessment per day.
- H. Collections outside the hours specified in this agreement, without prior approval of the Project Manager, shall result in a one hundred dollars (\$100) assessment per incident per calendar day.
- I. If CONTRACTOR mixes recyclables and Garbage, CONTRACTOR may be assessed at a liquidated damage of two hundred fifty dollars (\$250) per incident per day.
- J. If CONTRACTOR fails to utilize a fleet that fully complies with all vehicle requirements, CONTRACTOR may be assessed at a liquidated damage of one hundred dollars (\$100) per incident per day.
- K. If CONTRACTOR does not comply with the agreed upon safety plan, CONTRACTOR shall resolve in the imposition of an assessment of two hundred fifty dollars (\$250) per incident per day.

- L. If CONTRACTOR's personnel fail to maintain the required behaviors, CONTRACTOR shall resolve in the imposition of an assessment of two hundred dollars (\$200) per incident.
- M. Failure to provide required reports shall resolve in the imposition of an assessment of one hundred dollars (\$100) per incident per day.

SECTION 9: PAYMENT WITHHELD/FORFEIT PRIOR MONTH'S COLLECTIONS

In accordance with express provisions elsewhere contained in this Contract, the CITY may withhold from any payment otherwise due CONTRACTOR, or, CONTRACTOR shall remit such amount as determined necessary to protect the CITY's interest, or, if it so elects, may withhold or retain all or a portion of any monthly payment or CONTRACTOR shall forfeit the prior month's collections on the following:

- 1) Failure to remit Franchise Fee;
- 2) Defective work not corrected;
- 3) CONTRACTOR's failure to carry out instructions or orders of the CITY or its representative;
- 4) Execution of work not in accordance with the Contract;
- 5) Failure of CONTRACTOR to make payments to any subcontractor for material or labor;
- 6) Unsafe working conditions allowed to persist by CONTRACTOR;
- 7) Failure of CONTRACTOR to provide route schedules, and other reports as required by the CITY;
- 8) Use of any subcontractors without the CITY's prior written approval.

When the above grounds are removed, payment shall be made for amounts withheld because of them and the CITY shall not be liable for interest on any delayed or late payment. The CITY's right to withhold payments under this Section will be reasonable in light of the nature of the claim, amount of available insurance and performance bond pursuant to this Contract.

SECTION 10: PERFORMANCE BOND

CONTRACTOR shall furnish to the CITY at CONTRACTOR's own cost, for the initial term and each extension, an irrevocable Performance Bond, in form and content approved

by the City Attorney and as attached to this Contract as **Exhibit 3** for the faithful performance of this Contract and all of its obligations arising hereunder in the amount of one hundred (100%) percent of the first-year contract value. Said bond shall be rated "A+" or better as to management and "FSC XV" or better as to the strength by Best's Insurance Guide or Surety; shall be listed on the U.S. Treasury Department's list of acceptable sureties for federal bonds or bonding limits shall not exceed 20% of its policy surplus (capital & surplus) as listed in Best's Insurance Guide; and, Surety shall have been in business and have a record of successful and continuous operation for at least five years; further, all bonds shall contain all provisions required by §255.05, Florida Statutes, guarantee the performance of the Contract and serve as security for the payment of all persons performing labor and furnishing materials in connection with the Contract. CONTRACTOR shall furnish to the CITY proof of such bond within ten (10) calendar days after the execution of this Contract. Such proof shall include a statement that the policy or bond may not be canceled or altered without at least thirty (30) calendar days prior notice to the CITY.

Maintenance of said bond and the performance by CONTRACTOR of all of the obligations under this paragraph shall not relieve CONTRACTOR of liability under the default or breach of contract provisions set forth in this Contract or from any other liability as a result of any material breach hereunder. The Performance Bond may be "called" in the event of any default or breach of contract hereunder by CONTRACTOR. The calling of the Bond shall in no manner restrict or preclude any additional or further remedies available to the CITY against CONTRACTOR for breach of contract, default or damages hereunder. In the event of a drawdown of the Performance Bond, CONTRACTOR shall fully replenish the Performance Bond within thirty (30) days.

Or

CONTRACTOR shall be required to provide an annually-renewed Performance Bond within ten (10) calendar days after this Contract's anniversary date each year of the Contract. If the value of the contracted work increases, CONTRACTOR shall be required to provide an updated Performance Bond in an amount equal to the new value.

CONTRACTOR shall cause to be obtained a corporate guaranty of PARENT COMPANY ("Guarantor"), whereby the Guarantor shall guaranty all of the obligations of the CONTRACTOR under this Contract. The form of the guaranty is attached hereto as **Exhibit 3**.

SECTION 11: EQUIPMENT AND PERSONNEL

CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Contract with CONTRACTOR, that CONTRACTOR currently owns a fleet of automated trucks, grapple, rear loaders and front end loaders, as more specifically described in Exhibit 5, to perform the services requested herein immediately upon execution of this Contract.

11.1 VEHICLES AND COLLECTION EQUIPMENT

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

11.2 DEDICATED EQUIPMENT

Equipment used to provide service pursuant to this Contract shall not mix materials from the Service Area with materials from outside of the Service Area. In the event of a mechanical breakdown, CONTRACTOR may utilize a truck from another municipality with the sole purpose of the continuance of service to the CITY. In the event of such breakdown, CONTRACTOR shall notify the CITY within 12 hours of such event. In the event that the CONTRACTOR mixes material (except as stated above), the CITY reserves the right to retain funds from its payment to the CONTRACTOR or require the CONTRACTOR to forfeit the prior month's collection consistent with this Contract.

11.3 RESIDENTIAL EQUIPMENT

Within two (2) years of the effective date of this Contract, CONTRACTOR shall purchase four (4) new and unused, automated side load trucks and one (1) new and unused, rear-load truck equipped with dual cart tippers, to be used to perform both garbage and recycling services within the CITY pursuant to the Residential Curbside Collection Service as defined herein.

11.4 COMMERCIAL EQUIPMENT

Within two (2) years of the effective date of this Contract, CONTRACTOR shall purchase four (4) new and unused, front load trucks to be used for Commercial and Multifamily Collection Services and Commercial and Multifamily Solid Waste Collection Services as defined herein.

11.5 EQUIPMENT IN GOOD REPAIR

CONTRACTOR shall use Collection vehicles, one (1) per route, and recently painted, with bodies that are watertight to a depth of not less than eighteen inches (18"), with solid sides, without body damage, using pneumatic tires. The average age of the Fleet of CONTRACTOR's Collection vehicles shall not exceed seven (7) years old. All vehicles shall be equipped with operational radio transceiver capable of communicating with CONTRACTOR's dispatch from anywhere in the CITY. CONTRACTOR shall provide sufficient equipment, in proper operating condition so regular schedules and routes of Collection can be maintained. Equipment is to

be maintained in reasonable, safe, and aesthetically pleasing working condition, in the CITY's opinion.

11.5.1 Collection vehicles shall be painted uniformly in color, with the name of the CONTRACTOR and must include a North Miami Beach logo appropriately sized and placed as approved by the CITY, the number of the vehicle printed in letters not less than four inches (4") high, on each side of the vehicle, and vehicles shall be numbered and a record kept of the vehicle to which each number is assigned. No advertising shall be permitted on vehicles, Containers, Roll-offs or any other equipment servicing the CITY. The CONTRACTOR is required to keep Collection vehicles and Containers cleaned and painted to present a pleasing appearance.

11.5.2 Each non-packer Collection vehicle shall be equipped with a cover, which may be net with mesh not greater than one and one-half inches (1.5"), or tarpaulin, or fully enclosed metal top. Such cover shall be kept in good order and used to cover the load going to and from the Designated Disposal Facility, or when parked, if the contents are likely to be scattered if not covered.

11.5.4 Collection vehicles shall not be overloaded so as to scatter refuse, however, if refuse is scattered from CONTRACTOR's Collection vehicle for any reasons, it shall be picked up immediately. Each Collection vehicle shall have a fork and broom for this purpose.

11.6 CONTRACTOR'S PERSONNEL

CONTRACTOR shall assign at least one (1) qualified person or persons to be in charge of its operations within the CITY and shall give the name or names of the CONTRACTOR's representatives to the CITY. CONTRACTOR shall also provide information regarding the experience of CONTRACTOR's representatives. CONTRACTOR shall adhere to the following requirements:

11.6.1 Each driver shall, at all times, carry a valid Florida Driver's license for the type of vehicle they are driving.

11.6.2 All employees and contractors of the CONTRACTOR shall be considered to be, at all times, the sole employees or contractors of the CONTRACTOR under its sole discretion and not an employee, contractor, or agent of the CITY. CONTRACTOR shall supply competent and physically capable employees and contractors to the CITY. The CITY may require CONTRACTOR to remove any employee or contractor it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued performance of the services is not in the best interest of the CITY.

11.6.3 The direction and supervision of Collection and disposal operations shall be by competent, qualified and sober personnel, and CONTRACTOR shall

devote sufficient personnel, time and attention to the direction of the operation to assure performance satisfactory to the CITY. All Sub CONTRACTORS, subconsultants, superintendents, foremen and workmen employed by CONTRACTOR shall be careful and competent. The CONTRACTOR shall also provide uniforms that are clearly identified with the company name. Employees and Subcontractors of the CONTRACTOR shall have and wear proper dress attire at all times. Proper dress attire shall consist of industrial style work pants, a button front shirt or T-shirt with the CONTRACTOR's company name or logo and the name of the shirt bearer, and appropriate footwear.

11.6.5 All employees used by CONTRACTOR during the term of the Contract shall be of a standing or affiliation that will permit CONTRACTOR's performance herein to be carried on harmoniously and without delay, and in no case, or in any circumstance, will such employees cause any disturbance, interference of delay to any work or service rendered to the CITY or by the CITY and in no case or in any circumstances will the employees conduct themselves negligently, disorderly or dishonestly in the due and proper performance of the employee's duties. CONTRACTOR shall see to it that his employees serve the public in a courteous, helpful and impartial manner. CONTRACTOR shall furnish the CITY with a current roster of employees on the first (1st) Business Day of every month for the term of the Contract.

11.6.6 CONTRACTOR's employees shall follow the regular walk for pedestrians while on private property and shall not trespass nor cross property to the adjoining premises unless the occupant or owner of both properties has given permission. No employee shall meddle with property that does not concern him. Care should be taken to prevent damage to property, including flowers, shrubs, and other plantings. After emptying Garbage Cans, Garbage Carts, or Roll-offs, employees shall return them to the same location from which they were taken, in the proper position behind the curb or edge of pavement and anything spilled shall be picked up immediately by such employee. Any damages incurred shall be paid by CONTRACTOR.

11.7 SUBCONTRACTORS / SUBCONTRACTUAL RELATIONS

If CONTRACTOR will cause any part of this Contract to be performed by a subcontractor, the provisions of this Contract will apply to such subcontractor and its officers, agents and employees in all respects as if it and they were employees of CONTRACTOR; and CONTRACTOR will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the subcontractor, its officers, agents, and employees, as if they were employees of CONTRACTOR. The services performed by the subcontractor will be subject to the provisions hereof as if performed directly by CONTRACTOR.

- A. CONTRACTOR, before making any subcontract for any portion of the services, will state in writing to the CITY the name of the proposed subcontractor, the portion of the Services which the subcontractor is to do, the place of business of such subcontractor, and such other information as the CITY may require. The CITY will have the right to require CONTRACTOR not to award any subcontract to a person, firm or corporation disapproved by the CITY.
- B. Before entering into any subcontract hereunder, the CONTRACTOR will inform the subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such subcontractor will strictly comply with the requirements of this Contract
- C. In order to qualify as a subcontractor satisfactory to the CITY, in addition to the other requirements herein provided, the subcontractor must be prepared to prove to the satisfaction of the CITY that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the subcontractor must show to the satisfaction of the CITY that it has satisfactorily performed services of the same general type which is required to be performed under this Contract.
- D. The CITY shall have the right to withdraw its consent to a subcontract if it appears to the CITY that the subcontract will delay, prevent, or otherwise impair the performance of CONTRACTOR's obligations under this Contract. All subcontractors are required to protect the confidentiality of the CITY and CITY's proprietary and confidential information. CONTRACTOR shall furnish to the CITY copies of all subcontracts between CONTRACTOR and subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the CITY permitting the CITY to request completion of performance by the subcontractor of its obligations under the subcontract, in the event the CITY finds CONTRACTOR in breach of its obligations, and the option to pay the subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the CITY to any subcontractor hereunder as more fully described herein.

SECTION 12: WORKING CONDITIONS

12.1 COMPLIANCE WITH STATE, FEDERAL, AND LOCAL LAWS

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

12.2 EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

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

12.3 AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

12.4 FAIR LABOR STANDARDS ACT

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

SECTION 13: E-VERIFY

CONTRACTOR acknowledges that the CITY may be utilizing CONTRACTOR's services for a project that is funded in whole or in part by State funds pursuant to a contract between the CITY and a State agency. CONTRACTOR shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by CONTRACTOR during the Agreement term. CONTRACTOR is also responsible for e-verifying its subcontractor, if any, pursuant to any agreement between the CITY and a State Agency and reporting to the CITY any required information. CONTRACTOR acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under the Contract.

SECTION 14: SCRUTINIZED COMPANIES

CONTRACTOR must certify that the company is not participating in a boycott of Israel. CONTRACTOR must also certify that CONTRACTOR is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the CITY will not contract for the provision of goods or services with any scrutinized company referred to above. CONTRACTOR must submit the certification that is attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The CITY shall provide notice, in writing, to the CONTRACTOR of the CITY's determination concerning the false certification. CONTRACTOR shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, CONTRACTOR shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made

in error. If CONTRACTOR does not demonstrate that the CITY's determination of false certification was made in error then the CITY shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

SECTION 15: INSURANCE

CONTRACTOR shall maintain and carry in full force during the Term the insurance required herein. Upon CITY's notification, CONTRACTOR shall furnish to the Procurement Management Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- 15.1 Worker's Compensation Insurance** for all employees of CONTRACTOR as required by Florida Statute 440. Should CONTRACTOR be exempt from this Statute, CONTRACTOR and each employee shall hold the CITY harmless from any injury incurred during performance of the Contract. The exempt CONTRACTOR shall also submit a written statement detailing the number of employees and that they are not required to carry Worker's Compensation insurance, and do not anticipate hiring any additional employees during the term of this contract or a copy of a Certificate of Exemption.
- 15.2 General Liability Insurance** on a comprehensive basis in an amount not less than \$1,000,000 per person, including a waiver of subrogation against the CITY \$2,000,000 per occurrence for bodily injury and property damage. City of North Miami Beach must be shown as an additional insured with respect to this coverage. The mailing address of City of North Miami Beach 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162, as the certificate holder, must appear on the certificate of insurance.
- 15.3 Automobile Liability Insurance** covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 per person, including a waiver of subrogation against the CITY and \$2,000,000 per occurrence. City of North Miami Beach must be shown as an additional insured with respect to this coverage. The mailing address of City of North Miami Beach 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162, as the certificate holder, must appear on the certificate of insurance. Add: Uninsured Motorist Coverage. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of CONTRACTOR. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the CITY's Risk Management Division. Certificates of Insurance must indicate that for any

cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the CONTRACTOR hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the CITY.

NOTE: CITY OF NORTH MIAMI BEACH CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

Compliance with the foregoing requirements shall not relieve CONTRACTOR of this liability and obligation under this section or under any other section in the Contract. Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after CITY notification to CONTRACTOR to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, CONTRACTOR shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit certificate to the CITY. If CONTRACTOR fails to submit the required insurance documents in the manner prescribed in the Agreement within twenty (20) calendar days after CITY notification to comply, CONTRACTOR shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the CITY. CONTRACTOR shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the CITY. If insurance certificates are scheduled to expire during the contractual period, CONTRACTOR shall be responsible for submitting new or renewed insurance certificates to the CITY at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the CITY shall suspend the Contract until such time as the new or renewed certificates are received by the CITY in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the CITY may, at its sole discretion, terminate this contract.

SECTION 16: PROPERTY DAMAGE

CONTRACTOR shall be responsible for the repair or replacement, if repair is not adequate of any damages to public or private property during the provision of collection service and caused by the CONTRACTOR or the CONTRACTOR's representative. CONTRACTOR shall notify the City Administrator or his/her designee immediately of any reports by residents or CONTRACTOR employees of property damage.

SECTION 17: INDEMNIFICATION

To the extent of its negligence or other fault, CONTRACTOR shall indemnify, defend and hold harmless the CITY and its officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as

"Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by this Contract which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of CONTRACTOR or its employees, agents or subcontractors (collectively referred to as "CONTRACTOR"), regardless of whether it is, or is alleged to be, caused in whole or in part (whether joint, concurrent or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnities, or any of them or (ii) the failure of CONTRACTOR to comply with any of the paragraphs herein or the failure of CONTRACTOR to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of this Contract. CONTRACTOR expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of CONTRACTOR, or any of its subcontractors, as provide above, for which Contractor's liability to such employee would otherwise be limited to payments under state Worker's Compensation or similar laws. Nothing herein is intended to serve as a waiver of sovereign immunity by any party entitled thereto nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this agreement or any other contract. The City of North Miami Beach is a State political subdivision as defined in Section 768.28, Florida Statutes.

SECTION 18: ASSIGNMENT OF CONTRACT; NON-TRANSFERABILITY

This Contract, or any portion or interest herein, shall not, under any circumstances, be assigned, transferred or otherwise encumbered by CONTRACTOR without the express, written consent of the CITY and assumption of all terms and conditions set forth in this Contract by the assignee or transferee.

- 18.1 CONTRACTOR shall not sell or otherwise dispose of any assets that negatively affect the CONTRACTOR's performance of the CITY's pickup or disposal of Solid waste during the term of this Contract, without the express, written consent of the CITY. The CITY has the sole discretion to determine whether CONTRACTOR's ability to perform its obligations under this Contract has been affected or impaired by such sale or disposition of assets.
- 18.2 For purposes of this Contract, any transaction that results in CONTRACTOR being purchased by, or merged with, another corporate entity shall constitute a non-permitted assignment and subject CONTRACTOR to the Breach, Termination or default provisions of this Contract.

SECTION 19: OPERATIONS DURING DISPUTE

- 19.1 In the event that any dispute, arises between the CITY and CONTRACTOR relating to this Contract performance or compensation hereunder, CONTRACTOR shall continue to render service and receive compensation in full compliance with all

terms and conditions of this Contract as interpreted, in good faith, by CITY, regardless of such dispute

- 19.2 CONTRACTOR expressly recognizes the paramount right and duty of the CITY to provide adequate Collection and disposal services to its residents and further agrees, in consideration of the execution of this Contract, that in the event of such a dispute, if any, it will not seek injunctive relief in any court without first negotiating with the CITY in good faith for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute may present the matter to a court of competent jurisdiction in Miami Dade County, Florida in an appropriate suit therefore instituted by it or by the CITY.
- 19.3 Notwithstanding the other provisions in this Section, the CITY reserves the right to terminate this Contract at any time whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade or is in material breach of this Contract, after CITY provides written notice to CONTRACTOR pursuant to the terms of this Contract and CONTRACTOR fails to cure such performance problem within five (5) days, or if such problem cannot be cured in such time, fails to take steps to cure same in a reasonable time as determined by the nature of the problem. Upon termination, the CITY may call the bond and apply the cash and surety bond for the cost of service in excess of that charged to the CITY by a collection firm engaged for the balance of the Contract period.

SECTION 20: ORDINANCE

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

SECTION 21: AMENDMENTS

Amendments in writing which are consistent with the purposes of this Contract may be made with the mutual consent of the CITY and CONTRACTOR.

SECTION 22: MODIFICATIONS TO THE CONTRACT

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

22.2 The CITY and CONTRACTOR understand and agree that the Florida Legislature has the authority to make comprehensive changes in Solid Waste Management legislation and that these and other changes in law in the future which mandate certain actions or programs for counties or municipalities may require changes or modifications in some of the terms, conditions or obligations under this Contract. CONTRACTOR agrees that the terms and provisions of City Code as it now exists or as it may be amended in the future, shall apply to all of the provisions of this Contract and the customers of CONTRACTOR located within the Service Area. In the event any future change in the City Code materially alters the obligations of CONTRACTOR, then the Collection charges established in this Contract shall be adjusted. Nothing contained in this Contract shall require any party to perform any act or function contrary to law. The CITY and CONTRACTOR agree to enter into good faith negotiations regarding modifications to this Contract which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to this Contract, the CITY and CONTRACTOR shall negotiate in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of CONTRACTOR due to any modification in the Contract under this Section. The CITY and CONTRACTOR shall not unreasonably withhold agreement to such compensation adjustment.

SECTION 23: RIGHT TO REQUIRE PERFORMANCE

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

SECTION 24: LAW GOVERNING

The Contract shall be governed and enforced pursuant to the laws of the State of Florida. Venue for any litigation shall be commenced in Miami-Dade County, Florida.

SECTION 25: COMPLIANCE WITH LAWS AND REGULATIONS

CONTRACTOR hereby agrees to abide by and comply with all applicable Federal, State, County, Special District and City laws, statutes, codes, rules and regulations. CONTRACTOR and its cash/surety shall indemnify, defend and hold harmless the CITY, its City Commission, its officers, representatives, agents and employees against any claim or liability arising from or based on the violation of any such laws, regulations, ordinances, orders or decrees, whether by itself or its employees. 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 26: SAVINGS CLAUSE

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

SECTION 27: GENERAL

27.1 NO CONTINGENT FEES

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

27.2 NO WAIVER

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

SECTION 28: LEGAL REPRESENTATION

It is acknowledged that each party to this Contract had the opportunity to be represented by legal counsel in the preparation 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 29: MISCELLANEOUS

29.1 RECORDS

CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to services provided and fees charged pursuant to this Contract. Upon providing reasonable notice, such books and records shall be available at all reasonable times for examination and audit by the CITY and its representatives and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Contract. Incomplete or incorrect entries in such books and records may be grounds for disallowance by the CITY of any fees or expenses based upon such entries.

29.2 MODIFICATION

This Contract, including Exhibits, 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 30: PUBLIC RECORDS LAW

Pursuant to Florida Statute Section 119.07, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record CONTRACTOR agrees to comply with public records laws. This includes but is not limited to:

1. Keep and maintain public records as required by the Florida Statutes.
2. Upon request from the City Clerk, provide the City of North Miami Beach with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the applicable Florida Statutes.
3. 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 CONTRACTOR does not transfer the records to the public agency.
4. Upon completion of the Contract, transfer, at no cost to the CITY all public records in possession of CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR

transfers all public records to the CITY, upon completion of the Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from City Clerk, or his/her designee, in a format that is compatible with the information technology systems of the CITY.

5. **CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF FLORIDA STATUTES SECTION 119.071 TO THE EXTENT APPLICABLE TO CONTRACTOR. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER: (305) 787-6001, E-MAIL ADDRESS: CITYCLERK@CITYNMB.COM, AND MAILING ADDRESS: CITY CLERK, NMB CITY HALL, 17011 N.E. 19 AVENUE, NORTH MIAMI BEACH, FLORIDA 33162-3100).**

SECTION 31: FORCE MAJEURE

Force Majeure -The performance of this Agreement may be suspended and the obligations of either party excused in the event of and during the period that such performance is prevented or delayed by a Force Majeure occurrence, except as spelled out elsewhere in this contract. Force Majeure shall mean:

- a) An act of God, including hurricanes, tornadoes, landslides, lightning, earthquakes, fire, flood, explosion, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockage, or insurrection, riot or civil disturbance or epidemics and pandemics.
- b) The order or judgment of any Federal, State or Local Courts administrative agency or governmental body (excluding decisions of federal courts interpreting federal tax laws, and decisions of State courts interpreting State tax laws) if it is not also the result of the willful misconduct or negligent action or inaction of the party relying thereon or of a third party for whom the party relying thereon is responsible; provided that neither the contesting in good faith of any such order or judgment nor the failure

to so contest shall constitute or be construed as a measure of willful misconduct or negligent action or inaction of such party.

- c) The failure to issue, suspension, termination, interruption, denial, or failure or failure of renewal of any permit or approval essential to the operation of CONTRACTOR's business which is not the product of willful misconduct or negligent action or inaction of the party relying thereon;

As a condition precedent to the right to claim excuse of performance, the party experiencing the Force Majeure shall:

- a) promptly notify the other party verbally; and
- b) As soon as practical, but in no event more than ten (10) days thereafter, prepare and deliver to the other party a Notice with a written description of:
 - (1) the commencement of the Force Majeure event,
 - (2) its estimated duration impact on the party's obligations, under this Contract.

Whenever a Force Majeure event shall occur, the parties shall, as quickly as possible, to the extent reasonable, eliminate the cause and resume performance under this Contract. Additionally, either party shall provide prompt Notice to the other of the cessation of a Force Majeure event.

SECTION 32: NOTICE

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

AS TO CITY:

City Administrator
City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, Florida 33162

City Attorney
City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, Florida 33162

AS TO CONTRACTOR:

John Casagrande
Coastal Waste & Recycling

1840 NW 33rd Street
Pompano Beach, Florida 33064

SECTION 33: PIGGYBACKING

In the event that another governmental entity desires to piggyback onto this Contractor solid waste generated within Broward County or Dade County, the entity must receive written prior approval from the CITY's Chief Procurement Officer as a prerequisite for eligibility to access this Contract's Rates, and terms and conditions. If an entity receives approval to piggyback this Agreement, CONTRACTOR shall pay the CITY, in an amount equal to 2% of the residential revenues net of disposal and any fees and 1% of all non-residential revenues generated net of disposal and any fees by the piggyback agreement to the CITY. CONTRACTOR shall pay this revenue to the CITY monthly no later than the 15th day of the month following the end of each month.

Additionally, CONTRACTOR shall submit the required 2% separately from any fees owed to the CITY.

CONTRACTOR shall provide the CITY with reports of the Revenue and Expense Financial Statement representing the financial results of CONTRACTOR with respect to services provided to another governmental entity as a result of another governmental entity piggybacking this Contract.

SECTION 34: TRANSITION PLAN

The CONTRACTOR shall be responsible for the removal and delivery of containers, roll-offs, etc. as required by a transition. The CONTRACTOR shall provide a facility whereby the previous collection contractor's containers, roll-offs, etc. will be stored during the transition. CONTRACTOR shall be responsible for initial delivery to the proposed storage site or a site to be identified by the previous franchisee. Upon delivery to the storage location, the previous collection contractor shall be responsible for removal and transportation of said container, roll-off, etc. at their sole expense.

By March 1, 2022, CONTRACTOR shall provide the CITY a transition plan that describes the following:

- Individual or group of individuals that will oversee the execution of the transition plan.
- Proposed approach including equipment, personnel, and schedule, for delivering containers to residents.
- Describe how the delivery of carts, dumpsters and roll-offs will be conducted in coordination with removal or use of existing carts, dumpsters and roll-offs.
- Overall schedule for the transition

SECTION 35: ADDITIONAL CONTRACTOR OBLIGATIONS

CONTRACTOR shall provide the CITY with One Hundred Thirty Thousand and 00/100 Dollars (\$130,000.00) annually during each year of this Contract, including any extension or renewal periods in order to fund a Contract Administrator position at the CITY. The Contract Administrator shall be selected and employed by the CITY in the CITY's sole discretion. The annual compensation for the Contract Administrator position shall be payable within ninety (90) days of this Contract's execution date and within ninety (90) days on the anniversary date of this Contract every year for so long as the Contract is in force and effect. The Contract Administrator shall not be considered an employee or representative of CONTRACTOR.

Within six (6) months of the execution of this Contract, CONTRACTOR shall provide the CITY with one (1) new and unused, Ford F-150 or a truck with similar salient characteristics as a Ford F-150, to be used by the CITY's Contract Administrator.

CONTRACTOR shall provide the CITY with One Hundred Sixty-Five Thousand and 00/100 Dollars (\$165,000) annually during each year of this Contract, including any extension or renewal periods in order to fund the CITY's Neighborhood Clean-up Team. The annual compensation for the Neighborhood Clean-up Team shall be payable within ninety (90) days of this Contract's execution date and within ninety (90) days on the anniversary date of this Contract every year for so long as the Contract is in force and effect.

CONTRACTOR shall provide the CITY with Sixty Thousand and 00/100 Dollars (\$60,000) annually during each year of this Contract, including any extension or renewal periods in order to fund the CITY's scholarships and CITY community initiatives. The annual compensation for scholarships and CITY community initiatives shall be payable on the anniversary date of this Contract for so long as the Contract is in force and effect.

CONTRACTOR shall provide the CITY with Fifty Thousand and 00/100 (\$50,000) annually during each year of this Contract, including any extension or renewal periods in order to fund the CITY's Emergency Utilities and Rental Assistance Program. The annual compensation for the Emergency Utilities and Rental Assistance Program shall be payable on the anniversary date of this Contract for so long as the Contract is in force and effect.

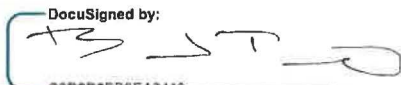
The failure of CONTRACTOR to pay amounts to CITY under the terms of this Contract within five (5) calendar days after such amounts become finally due and payable shall be considered a Material Breach or Material Default in the performance of any covenant or obligation of CONTRACTOR and therefore shall be grounds for termination of this Contract.

SECTION 35: LIVING WAGE

CONTRACTOR agrees to provide a Living Wage to its employees as set forth in Section 5-3.2 "Living Wage" of the City's Code of Ordinances.

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

CONTRACTOR
COASTAL WASTE & RECYCLING

By: 
Brendon Pantano, CEO

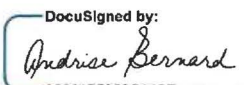
Date: 3/21/2022

Attest: _____
Corporate Seal / Notary Public

CITY OF NORTH MIAMI BEACH

By: 
Arthur H. Sorey, III
City Manager

Date: 3/25/2022

Attest: 
Andrise Bernard, City Clerk

Approved as to form and legal sufficiency:


Hans Ottinot, Interim City Attorney

Exhibits

Exhibit 1 Rates

Residential Waste Collection Disposal / Hauling Front Curbside Twice a Week Garbage, Every other Week Recycling, Once a Month Bulk

Single Family 96g cart

Duplex 96g cart

Triplex 96g cart

Quadplex 96g cart

Collection	\$21.21
MSW Disposal	\$ 9.67
Bulk Waste Disposal	\$ 6.00
<u>Recycling Processing</u>	<u>\$ 2.00</u>
<u>Franchise Fee 15%</u>	<u>\$ 5.84</u>
Total Curbside Rate	\$44.72

2nd Cart Monthly Service Fee

Collection \$ 5.33

MSW Disposal \$ 9.67

Franchise Fee 15% \$ 2.25**Total 2nd Cart Curbside Rate** **\$17.25**

Residential Waste Collection Disposal / Hauling Front Curbside & Alleyways

Twice a Week Garbage, Every other Week Recycling, Once a Month Bulk

Single Family 96g cart

Duplex 96g cart

Triplex 96g cart

Quadplex 96g cart

Collection	\$23.99
MSW Disposal	\$ 9.68
Bulk Waste Disposal	\$ 6.00
<u>Recycling Processing</u>	<u>\$ 2.00</u>
<u>Franchise Fee 15%</u>	<u>\$ 6.25</u>
Total Alley Service Rate	\$47.92

2nd Cart Monthly Service Fee

Collection \$ 5.33

MSW Disposal \$ 9.67

Franchise Fee 15% \$ 2.25**Total 2nd Cart Alley Service Rate** **\$17.25**

Multi-Family and Commercial Collection Service

Multi-Family Container Service Non-Compacted Rate per Yard

Solid Waste Collection Service	\$11.09
<u>MSW Disposal</u>	<u>\$ 4.84</u>
Franchise Fee 17%	\$ 2.71
<u>Solid Waste Fee 10%</u>	<u>\$ 1.60</u>
Total Multi-Family Non-Compacted	
Rate per yard	\$20.24

Multi-Family Container Service Compacted Rate per Yard

Solid Waste Collection Service	\$17.89
<u>MSW Disposal</u>	<u>\$12.09</u>
Franchise Fee 17%	\$ 5.10
<u>Solid Waste Fee 10%</u>	<u>\$ 3.00</u>
Total Compacted Rate per yard	\$38.08

Commercial Container Service Non-Compacted Rate per Yard

Solid Waste Collection Service	\$11.09
<u>MSW Disposal</u>	<u>\$ 4.84</u>
Franchise Fee 25%	\$ 3.98
<u>Solid Waste Fee 10%</u>	<u>\$ 1.60</u>
Total Commercial Non-Compacted	
Rate per yard	\$21.51

Commercial Container Service Compacted Rate per Yard

Solid Waste Collection Service	\$29.98
<u>MSW Disposal</u>	<u>\$12.09</u>
Franchise Fee 25%	\$ 7.50
<u>Solid Waste Fee 10%</u>	<u>\$ 3.00</u>
Total Commercial Compacted	
Rate per yard	\$40.48

Commercial Cart Charges once a week

Collection	\$23.99
MSW Disposal	\$17.68
Franchise Fee 25%	\$10.42
<u>Solid Waste Fee 10%</u>	<u>\$ 4.17</u>
Total Monthly Fee	\$56.26

Commercial Cart Charges Twice a week

Collection	\$34.64
MSW Disposal	\$35.36
Franchise Fee 25%	\$17.50
<u>Solid Waste Fee 10%</u>	<u>\$ 7.00</u>
Total Monthly Fee	\$ 94.50

Recycling Services

Condominium and Apartments, Once a week

65-gallon cart, Monthly \$50.00

Containerized rate per yard

Rate Per yard \$7.00

Roll Off

Open Top

20 cubic yards,

30 cubic yards

40 cubic yards

Per Pick up \$325.00

Franchise Fee 25% \$ 81.25

Solid Waste Fees 10% \$ 32.50

Rate Per Pick up \$438.75*

***Does not include disposal cost**

Compactor

15 cubic yards

20 cubic yards

30 cubic yards

40 cubic yards

Per Pick up \$325.00

Franchise Fee 25% \$ 81.25

Solid Waste Fees 10% \$ 32.50

Rate Per Pick up \$438.75*

***Does not include disposal cost**

Extra Services

Special Bulk Trash Pick up \$24.00 per yard

Extra Garbage Pick up 96 gallon cart \$25.00 per pick up

Extra Garbage Pick up Commercial \$20.00 per yard

White Goods Pickup No charge

Prices do not include 25% Franchise Fee and 10% Solid Waste Fee

Rates are subject to change per section 3.21 of the Contract.

Exhibit 2

CITY Facilities

FEL Dumpsters				
Facility	Address	# of Cont	# of PU	Cuyd
CITY Hall	17011 NE 19 Ave	1	6	4
Deleonardis Youth Center	1770 NE 162 St	1	2	4
Fleet	1965 NE 151 St	1	3	2
Highland Village Community Center	13661 NE 21 Ave	1	4	96 Gallon
Facility	Address	# of Cont	# of PU	Cuyd
McDonald Center	17011 NE 19 Ave	1	6	4
Mishcon Field	16601 NE 15 Ave	1	5	6
NMB Library	1601 NE 164 St	1	5	2
Operations Center	2101 NE 159 St	1	2	2
Police Department	16901 NE 19 Ave	1	3	3
PSA	17050 NE 19 Ave	1	3	4
Norwood Water Plant	19150 NW 8 Ave	1	2	8
Solid Waste	1965 NE 151 St	1	2	4
Tennis Center	16851 W Dixie Hwy	1	2	4
Uleta Community Center	16880 NE 4 Ave	1	4	2
Washington Park Community Center	15290 NE 15 Ct	1	2	2
Wastewater	17820 NW 29 Ct	1	1	2
Roll Offs				
Fleet	1965 NE 151 St	1	As Needed	30
Operations Center	2101 NE 159 St	2	3	40
		2	3	20
Solid Waste	1965 NE 151 St	1	As Needed	30
Recycling				
CITY Hall Drop Off Center	17011 NE 19 Ave	4	2	4
Eastern Shores Drop Off Center	3501 NE 163 St	4	2	8
NMB Library	1601 NE 164 St	8	1	65 Gallon
Police Department	16901 NE 19 Ave	5	1	65 Gallon
PSA	17050 NE 19 Ave	5	1	65 Gallon

EXHIBIT 3
PERFORMANCE BOND

EXHIBIT 4 E-VERIFY CERTIFICATION

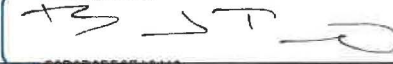
CONTRACTOR acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by CONTRACTOR to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by CONTRACTOR to perform work pursuant to the Contract.

CONTRACTOR acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

CONTRACTOR'S Name: Coastal Waste & Recycling

Authorized Company Person's Signature: _____

DocuSigned by:

C8D9D06B3FA8410...

Authorized Company Person's Title: Brendon J. Pantano, CEO

Date: 3/21/2022

EXHIBIT 5**CONTRACTOR'S EQUIPMENT LIST****Current Equipment Available**

Year	Make	Model	
2016	Mack	ASL	LEU613 600
2016	Mack	ASL	LEU613 600
2016	Mack	ASL	LEU613 600
2016	Mack	ASL	LEU613 600
2016	Mack	ASL	LEU613 600
2016	Mack	ASL	LEU613 600
2016	Mack	ASL	LEU613 600
2016	Mack	ASL	LEU613 600
2016	Mack	ASL	LEU613 600
2016	Mack	ASL	LEU613 600
2016	Mack	ASL	LEU613 600
2016	Mack	ASL	LEU613 600
2016	Mack	ASL	LEU613 600
2019	Mack	ASL	LR613SL
2018	MACK	ASL	LR613
2018	MACK	ASL	LR613
2018	MACK	ASL	LR613
2021	MACK	ASL	LR64R-SL
2018	MACK	ROLL OFF	GU813 800
2019	MACK	ROLL OFF	GR64B
2018	MACK	ROLL OFF	GU813
2007	MACK	ROLL OFF	
2015	PETERBILT	ROLL OFF	
2016	PETERBILT	ROLL OFF	

2016	PETERBILT	ROLL OFF	GU813
2021	MACK	ROLL OFF	GR64B
2004	Mack	REL	MR688S
2005	Mack	REL	MR688S
2007	STERLING	REL	
2018	Mack	FEL	MRU613
2018	PETERBILT	FEL	F/L
2018	PETERBILT	FEL	520
2006	MACK	FEL	MR
2019	PETERBILT	FEL	520
2009	MACK	FEL	
2016	MACK	FEL	MR
2016	MACK	FEL	
2018	PETERBILT	FEL	
2018	PETERBILT	FEL	
2019	PETERBILT	FEL	
2020	PETERBILT	FEL	PETE 520
2021	FREIGHTLINER	CONT DEL	M2-106
2009	HINO	CONT DEL	268
2003	FORD	FIELD SUPP	BOX TRUCK
2016	MACK	GRAPPLES	
2015	GMC	PICKUPS	SIERRA1500
2015	GMC	PICKUPS	SIERRA1500
2016	GMC	PICKUPS	SIERRA1500
2015	GMC	PICKUPS	2500
2016	DODGE	FIELD SUPP	3500