

AMENDED AND RESTATED

CONTRACT

FOR

COLLECTION & DISPOSAL SERVICES FOR SOLID WASTE EFFECTIVE

AS OF NOVEMBER 30, 2024 ("EFFECTIVE DATE")

BETWEEN

CITY OF LAKE CITY, FLORIDA
("CITY")

AND

WASTE PRO OF FLORIDA, INC., A FLORIDA CORPORATION
("CONTRACTOR")

AND

WASTE PRO USA, INC., A FLORIDA CORPORATION ("GUARANTOR")

TABLE OF CONTENTS

RECITALS	1
ARTICLE I	2
RECITALS	2
ARTICLE II	3
DEFINITIONS	3
ARTICLE III	11
SCOPE OF WORK	11
ARTICLE IV	11
EXCLUSIVE FRANCHISE	11
ARTICLE V	12
DURATION OF AGREEMENT	12
ARTICLE VI	12
RESIDENTIAL COLLECTION AND DISPOSAL	12
ARTICLE VII	15
COMMERCIAL COLLECTION AND DISPOSAL	15
ARTICLE VIII	17
SPECIAL HANDLING OF EXCLUDED WASTE AND HAZARDOUS WASTE	17
ARTICLE IX	18
SCHEDULES AND ROUTES	18
ARTICLE X	18
HOLIDAYS	18
ARTICLE XI	19
DISPOSAL OF REFUSE	19
ARTICLE XII	19
RATES AND CHARGES	19

ARTICLE XIII	20
3% INCREASE ANNUALLY AT THE BEGINNING OF EACH FY	20
ARTICLE XIV	20
BILLING AND COLLECTION	20
ARTICLE XV	21
SENIOR CITIZENS' DISCOUNT	21
ARTICLE XVI	21
FRANCHISE FEES PAYABLE TO CITY	21
ARTICLE XVII	22
COMPENSATION PAID TO THE CONTRACTOR	22
ARTICLE XVIII	23
GUARANTY	23
ARTICLE XIX	23
OPTION TO RENEW	23
ARTICLE XX	23
QUALITY OF SERVICE	23
ARTICLE XXI	25
CONTRACT PERFORMANCE AND PENALTIES	25
ARTICLE XXII	26
COMPLAINTS AND COMPLAINT RESOLUTION	26
ARTICLE XXIII	29
DEFAULT AND DISPUTE OF THE AGREEMENT	29
ARTICLE XXIV	33
PERMITS AND LICENSES	33
ARTICLE XXV	33
CONTRACTOR'S RELATION TO THE CITY	33
ARTICLE XXVI	35
SUBCONTRACTORS	35
ARTICLE XXVII	36
BONDS AND SURETIES	36

ARTICLE XXVIII	36
INSURANCE REQUIREMENTS	36
ARTICLE XXIX	38
SAFETY	38
ARTICLE XXX	39
COMMUNITY BEAUTIFICATION PROJECTS, CITY FUNCTIONS, CITY-SPONSORED EVENTS	39
ARTICLE XXXI	39
MUNICIPAL COLLECTION SERVICE	39
ARTICLE XXXII	39
PUBLIC RECORDS	39
ARTICLE XXXIII	41
VERIFICATION OF EMPLOYEES	41
ARTICLE XXXIV	42
BOOKS AND RECORDS	42
ARTICLE XXXV	42
NOTICES	42
ARTICLE XXXVI	43
COMPLIANCE WITH LAWS AND REGULATIONS	43
ARTICLE XXXVII	43
IDENMNITY	43
ARTICLE XXXVIII	44
SOVEREIGN IMMUNITY	44
ARTICLE XXXIX	44
VENUE	44
ARTICLE XL	44
ILLEGAL PROVISIONS	44
ARTICLE XLI	44
ATTORNEY'S FEES AND COSTS	44
ARTICLE XLII	45
ASSIGNMENT AND SUBLETTING	45

ARTICLE XLIII	45
CITY ORDINANCES	45
ARTICLE XLIV	45
MISCELLANEOUS PROVISIONS	45
ARTICLE XLV	46
IDENTIFICATION AND APPEARANCE OF EQUIPMENT	46
ARTICLE XLVI	46
AMENDMENTS	46
ARTICLE XLVII	46
TOTAL AGREEMENT	46
ARTICLE XLVIII	47
SEVERABILITY	47
ARTICLE XLIX	47
REPRESENTATIONS OF CONTRACTOR	47
ARTICLE L	47
REPRESENTATIONS BY CITY	47
SCHEDULE A.	49
Basic Residential Services	49
Commercial Services	50

**AMENDED AND RESTATED
CONTRACT
FOR
COLLECTION & DISPOSAL SERVICES FOR SOLID WASTE EFFECTIVE AS
OF NOVEMBER 30, 2024 ("EFFECTIVE DATE")**

BETWEEN

**CITY OF LAKE CITY, FLORIDA
("CITY")**

AND

**WASTE PRO OF FLORIDA, INC., A FLORIDA CORPORATION
("CONTRACTOR")**

AND

**WASTE PRO USA, INC., A FLORIDA CORPORATION
("GUARANTOR")**

THIS AMENDED AND RESTATED CONTRACT ("Contract" also sometimes referred to herein as "Agreement") is made and entered into this ____ day of November 2024, by and among the CITY OF LAKE CITY, FLORIDA, a municipal corporation (herein "City"), and WASTE PRO OF FLORIDA, INC., a Florida corporation (herein the "Contractor" also sometimes "Waste Pro"), and WASTE PRO USA, INC, a Florida corporation (herein "Guarantor").

RECITALS

A. The City has the duty and responsibility to regulate and control the collection and disposal of Garbage, solid waste, and Refuse from residences and Commercial Establishments within the City to protect and maintain public health, safety, and

the welfare of its citizens.

B. To implement that duty and responsibility, the City has determined that it is in the best interest of the City that all necessary collection and disposal of Garbage, solid waste, Refuse, yard waste, and trash be provided to the City by the Contractor pursuant to and in accordance with and upon the terms and conditions of this Contract.

C. The Contractor is willing to render the services of collection and disposal of Garbage, Refuse, solid waste, and trash to residences and Commercial Establishments within the City pursuant to and in accordance with all of this Contract's terms, conditions, and requirements.

D. The Contractor understands that all management, supervision, labor, personnel, equipment, containers, trucks, or other vehicles and any other resources required to provide high-quality, customer-oriented solid waste collections and disposal services to Residences and Commercial Establishments and the departments of the City will be provided by and at the cost and expense of the Contractor.

NOW, THEREFORE, in consideration of the mutual covenants, promises, agreements, and other considerations contained herein, City and Contractor hereby agree as follows:

ARTICLE I

RECITALS

The above recitals are true and accurate, incorporated herein, and made part of this contract.

.

ARTICLE II

DEFINITIONS

The following words, terms, and phrases shall have the following meaning when used in this contract:

- A. **"BACK DOOR SERVICE"** shall mean any physical location for the placement on the customer's property intended for Residential Cart services that are not Curbside Collection Point, as agreed to by the customer and Contractor.
- B. **"BASIC RESIDENTIAL SERVICES"** shall mean collection and disposal services provided to residential customers, consisting of (a) one pickup each week at a Curbside Collection Point of Garbage and Household Trash deposited in Carts having capacities of either 32, 64, or 96 gallons, including one separate pick up each week of Bulky Wastes, and (b) one pickup each week of Yard Trash at Curbside Collection Point.
- C. **"BULKY WASTES"** shall mean those wastes that may require special handing and management, including, but not limited to, large discarded items generated from residences and commercial establishments within the City, such as carpeting, furniture, white goods, any household type appliances, wire, cable, etc., which are customary in ordinary housekeeping and commercial operations.
- Bulky Waste does not include waste generated by contractors for hire.
- D. **"CART"** shall mean a heavy plastic receptacle affixed with City and Waste Pro identification used to store Garbage and Household Trash, with a

capacity of not less than 32 gallons and not more than 96 gallons, and a hinged, tight-fitting lid with wheels.

- E. **"CITY"** shall mean the City of Lake City, Florida, a municipal corporation, and its Mayor and City Council acting through the City Manager or other designated representative.
- F. **"CITY MANAGER" or "MANAGER"** shall mean the City Manager of the City of Lake City, Florida.
- G. **"COMMERCIAL CART COLLECTION"** shall mean Garbage and trash collection service to commercial customers utilizing a cart unit with a 96-gallon capacity. This service will be provided in the same manner as the Residential Cart Collection Service but for the commercial trash collection placed in the Cart.
- H. **"COMMERCIAL CONTAINER"** shall mean a Container, Roll Off Container, Dumpster, or other container, not including a Cart.
- I. **"COMMERCIAL CONTAINER UNITS"** shall mean Commercial Establishments and Multi-Family Dwellings that utilize a Container, Dumpster, Compactor, Roll-off Container, or other type of Commercial Container for the storage and collection of Refuse.
- J. **"COMMERCIAL ESTABLISHMENTS"** shall mean all office buildings, stores, fuel stations, lodges, motels, laundries, hotels, all public buildings, food services, lodging establishments, service establishments, light industry, schools, churches, clubs, hospitals, nursing homes, condominiums, townhouse complexes, apartment buildings, professional establishments, and

recreational vehicle parks which provide goods or services to the public.

- K. **"COMMERCIAL TRASH"** shall mean any and all accumulations of paper, rags, excelsior, wooden, paper or cardboard boxes or containers of sweepings, and any other accumulations not included under the definition of Garbage generated by the operation of stores, offices, and other business places.
- L. **"COMPACTOR"** shall mean any container, regardless of size, which has a compaction mechanism, whether stationary or mobile. All such equipment must be clearly marked to prohibit its use for disposing of hazardous waste, biohazardous, biological, or biomedical waste, or sludge.
- M. **"CONSTRUCTION AND DEMOLITION DEBRIS"** means discarded materials generally considered to be not water-soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, including rocks, soils, tree remains, trees, and other vegetative matter that usually results from land clearing or land development operations for a construction project, including such debris from the construction of structures at a site remote from the construction or demolition project site. Mixing construction and demolition debris with other types of solid waste will cause it to be classified as something other than construction and demolition debris.
- The term also includes:
1. Clean cardboard, paper, plastic, wood, and metal scraps from a construction project.

2. Effective January 1, 1997, except as provided in Florida Statutes. 403.707(13)0), unpainted, non-treated wood scraps from facilities manufacturing materials used for constructing structures or their components and unpainted, non-treated wood pallets provided the wood scraps and pallets are separated from other solid waste where generated. The generator of such wood scraps or pallets implements reasonable practices of the generating industry to minimize the commingling of wood scraps or pallets with other solid waste.
3. De minimis amounts of other non-hazardous wastes generated at construction or destruction projects, provided such amounts are consistent with best management practices of the industry.
- N. **"CONTAINER"** shall mean any metal container with a capacity of two cubic yards up to and including eight cubic yards designed or intended to be mechanically dumped into a front loader-type garbage truck. All such containers must be clearly marked to prohibit their disposal for hazardous, bio-hazardous, biological or biomedical, or sludge.
- O. **"CONTRACT YEAR"** shall mean the period beginning October 1 and ending September 30 for each year the Contract is in force.
- P. **"CONTRACTOR"** shall mean Waste Pro of Florida, Inc., and any and all authorized management representatives of the company.
- Q. **"COUNTY"** shall mean the Board of County Commissioners of Columbia County, Florida, or an authorized representative.
- R. **"CURBSIDE COLLECTION POINT"** of residential or commercial premises

shall be that area on or adjacent to the driveway within five (5) feet of, and in no case more than two (2) feet from the street, roadway, or alley; behind the curb or edge of pavement, not on the driving surface of the street, roadway, or alley, not in the drainage gutter, drainage swale, or ditch; not on landscaping of any sort other than grass, and as may be specifically requested by the customer, subject to City review. For handicapped and elderly customers adequately identified by the Contractor, this shall mean the designated Back Door Service collection point. The Contractor is responsible for appropriately identifying (subject to City review) the Back Door Service customer premises so the Back Door Service locations are easily identifiable from the driving pavement by the collection route drivers. The Contractor shall provide Back Door Service at no additional expense to handicapped or elderly residents qualifying for such service.

S. "DISPOSAL CHARGES/RATES" shall mean the per ton rate charged at the disposal facility for the acceptance and disposal of residential waste, commercial solid waste, and other waste materials.

T. "EXCLUDED WASTE" shall mean any and all debris and waste products generated by land clearing, building construction, or alteration and hauled away by the respective contractor; public works type construction projects whether performed by a governmental unit or by contract; waste produced by governmental agencies other than the City of Lake City; materials deemed by either the Contractor or the City to be hazardous waste and items not allowed at the County landfill or other approved landfill. Yard waste

produced by landscape maintenance contractors hauled away by the same is also considered Excluded Waste.

- U. **"FRANCHISE FEE"** shall mean the amount of money for which the Contractor shall be obligated to pay the City for the City's administrative cost related to this Contract and for the privilege of providing Refuse collection service to customers within the City under the terms of this Contract. The Franchise Fee shall be ten percent (10%) of gross revenues billed to residential customers and twelve percent (12%) to commercial customers for solid waste collection and disposal services within the City, whether billed by the City or Contractor.
- V. **"GARBAGE"** shall include and mean all accumulations of animal, fruit, or vegetable matter that attends the preparation, use, cooking and dealing in, or storage of meats, fish, fowl, fruit, vegetables, and any other matter, of any nature whatsoever which is subject to decay, putrefaction and the generation of toxic and offensive gases or odors; bottles, cans, or other food containers, and does not include recyclables.
- W. **"GUARANTOR"** shall mean Waste Pro USA, Inc., and any and all authorized management representatives of the company.
- X. **"HAZARDOUS WASTE"** shall mean any material or substance which is (1) designated as a "hazardous substance" or "toxic pollutant" pursuant to the federal Clean Water Act (33 U.S.C. Section 1251 et seq.), (2) defined as a "hazardous waste" pursuant to the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6903 et seq. (42 U.S.C. Section 6903, (3) defined as a

"hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601), (4) regulated under the Toxic Substances Control Act of 1976, 15 U.S.C. Section 2601 et seq., or (5) regulated as a hazardous material by the laws of the State of Florida, City, or County, whether existing as of the date hereof or subsequently amended, enacted or promulgated hereafter.

- Y. **"HOUSEHOLD TRASH"** shall mean any and all accumulations of waste material from the operation of a home, which is not included within the definitions of Garbage and Bulky Wastes. Does not include vegetative matter, Yard Trash, construction, or demolition debris.
- Z. **"LOCAL MANAGER"** shall mean the qualified person designated by the Contractor to be in charge of the operations within the City.
- AA. **"MULTI-FAMILY & COMMERCIAL CONTAINER CUSTOMER"** shall mean all customers who utilize front-load Containers, dumpsters, Roll-Off Containers, compactors, or other equipment for storing solid waste are included.
- BB. **"MULTI-FAMILY DWELLING"** shall mean any building containing two or more living units.
- CC. **"MULTI-FAMILY DWELLING CART UNIT"** shall mean each dwelling unit of a multifamily dwelling utilizing a Cart.
- DD. **"PERFORMANCE BOND"** shall mean the form of security accepted by the City and furnished by the Contractor, as a guarantee that the Contractor will

execute the work in accordance with the terms of the contract and will pay all lawful claims.

- EE. **"RESIDENTIAL UNIT"** shall mean a single-family dwelling or each living unit of a Multi-family dwelling or mobile home park in the City utilizing the Residential Cart Collection.
- FF. **"REFUSE"** shall mean and include Bulky Wastes, Commercial Trash, Construction and Demolition Debris, Garbage, Household Trash, White Goods, and Yard Trash, and shall exclude hazardous waste and excluded wastes.
- GG. **"RESIDENTIAL CART COLLECTION"** shall mean Garbage and trash collection to a single-family dwelling or each living unit in a Multi-Family Dwelling or mobile home park utilizing a Cart with 32, 64, or 96-gallon capacity for pickup collection service.
- HH. **"ROLL-OFF CONTAINER"** shall mean any collection equipment or device with a capacity of 20, 30, or 40 cubic yards that is typically loaded onto a motor vehicle and transported to a disposal facility for dumping.
- II. **"SURETY"** shall mean the party who is bound with and for the Contractor to ensure the payment of all lawful debts pertaining to and for acceptable contract performance.
- JJ. **"WHITE GOODS"** shall mean discarded refrigerators, ranges, water heaters, freezers and other similar appliances.
- KK. **"YARD TRASH"** shall mean any and all accumulations of grass, palm fronds, leaves, branches, shrubs, vines, trees, tree stumps, and other similar items

generated by the maintenance of lawns, shrubs, gardens, and trees, including Christmas trees, all of which are generated by Residential Units and Commercial Establishments in the City and placed at the Curbside Collection Point for collection.

ARTICLE III

SCOPE OF WORK

It is the intent of this contract to provide for the total collection of all Refuse in the City of Lake City, Florida, generated by residential and commercial customers, except for excluded waste and hazardous waste as those terms are defined herein.

ARTICLE IV

EXCLUSIVE FRANCHISE

(a) The Contractor is hereby granted the exclusive right to collect and dispose of all Refuse generated by Residential Units and Commercial Establishments during the term of this Agreement within the entire incorporated area of the City existing on the date of this Agreement, together with any additional area which hereafter may be lawfully annexed into the City. Provided, however, that areas which have been or may be annexed into the City subsequent to September 30, 2012, shall be subject to the rights under the terms and conditions of any existing contract granted by Columbia County for the right to collect and dispose of residential and commercial Refuse in areas in Columbia County annexed into the City during the term of any such County Contract. Upon such annexed land being released from the County Contract, if any, prior to or upon the

termination of the County Contracts, all such annexed areas shall be included in the Contractor's exclusive area to collect and dispose of Refuse pursuant to and in accordance with the terms and requirements of this Contract.

(b) In consideration of the rights granted to the Contractor herein, the Contractor shall provide at its cost and expense all labor, insurance, equipment, management, personnel, containers, trucks, vehicles, buildings, tools, accessories, and items necessary and required to provide high-quality, customer-oriented solid waste collection and disposal services to residences, and Commercial Establishments and departments of the City in accordance with the terms and conditions of this Agreement.

(c) Grant of these rights is further subject to the condition that the Contractor complies with all requirements of this Agreement.

(d) This Agreement shall become effective November 30, 2024, and shall supersede all prior agreements for Refuse collection and disposal within the City.

ARTICLE V

DURATION OF AGREEMENT

The term of this Agreement shall be for the period commencing November 30, 2024, and continuing through September 30, 2029, unless sooner terminated by the City as a result of a default by the Contractor as provided for in this Agreement or extended for one (1) additional term of five (5) years upon mutual agreement as provided for herein.

ARTICLE VI

RESIDENTIAL COLLECTION AND DISPOSAL

The Contractor shall collect Garbage and Household Trash from Residential Units one time each week. The Contractor shall pick up Bulky Waste on the scheduled

day. The Residential Cart Collection route driver shall be responsible for noting Bulky Waste items set out and letting the Contractor know. The pick-up shall then be scheduled as stated above. All residential Garbage and Household Trash and Bulky waste collection shall occur on the scheduled days between the hours of 7:00 a.m. and 7:00 p.m. inclusive unless otherwise approved by the City.

The Contractor shall be required to pick up all Garbage and Household Trash generated by Residential or Commercial Cart Collection service customers.

Garbage collection shall be from the Curbside Collection Point of the Residential or Commercial Cart Collection service premises. Bulk Wastes shall be placed at the Curbside Collection Point.

The Contractor shall make collections with a minimum of noise and disturbance to the residents. The Contractor's employees shall immediately pick up any Garbage or Household Trash spilled by the collector.

The Contractor shall collect Yard Trash from Residential or Commercial Cart Collection customers one (1) time per week on the scheduled day, provided the Commercial Cart Collection customer has subscribed to Yard Trash collection services.

The Contractor shall be required to pick up all Yard Trash generated by Residential Units or Commercial Cart Collection Units. The Contractor shall inform the owners of Residential Units or Commercial Cart Collection Units that yard waste/Debris shall not exceed the volume dimensions, which measure four (4) feet high by (4) four feet wide by eight (8) feet long. Limbs shall not exceed six (6) feet in length and six (6) inches in diameter. No single item shall exceed forty (40) pounds. Grass clippings, leaves, or other organic cuttings must be bagged or containerized. For items exceeding forty (40) pounds or diameters greater than six (6) inches, a special pick-

up may be required, and a reasonable service charge may be levied by the Contractor after notifying the customer. The customer shall be notified prior to pick up. The City shall make the final determination regarding the special pick-up charge in case of a dispute.

Yard Trash shall be collected from the Curbside Collection Point of each customer premises.

The Contractor shall make collections with minimal noise and disturbance to the household. Reusable containers shall be handled carefully, thoroughly emptied, and left in an inverted position where they were found. Loose (unbagged) and containerized Yard Trash (bags or cans) shall be collected, and any spillage shall be picked up immediately by the Contractor.

Multiple family dwelling units not using Carts shall be required to use Commercial Containers emptied by mechanical means shall be considered commercial container units.

During the term of this Agreement, the Contractor shall provide to each Residential Unit the Basic Residential Services, together with any additional collection and disposal service which a customer may request, such as having a Back Door Service (herein the "Additional Services"). Any Additional Services to a Residential Unit must be approved to secure such Additional Services. The Residential Unit must make an application to the City and agree to pay the monthly additional charges for such Additional Services in the amount provided for in Schedule A attached hereto.

The contractor shall provide each residential customer with either a 32, 64, or 96-gallon Cart at no cost to the customer. The contractor shall also provide any commercial customer utilizing the Commercial Cart Collection with a 96-gallon Cart at no

extra charge to the commercial customer.

The Contractor shall be responsible for maintaining, repairing, or replacing Carts on an as-needed basis at the Contractor's expense and within 48 hours of notification by the City or by the user of the Cart. In cases of repeated damage, abuse, or excessive wear and tear to Carts by a Cart user, as approved by the City, the Contractor may be entitled to compensation for Cart repair or replacement costs incurred by the Contractor from the Cart user.

The amount of compensation to be paid by the Contractor for any such damages to the Carts by the Cart user shall be the lesser of the amount necessary to repair such damaged Cart or the Contractor's actual replacement cost of the Cart. Residential Cart users shall be billed by the City for the amount of such damaged Residential Cart Users and remitted to the Contractor by the City.

ARTICLE VII

COMMERCIAL COLLECTION AND DISPOSAL

Commercial customers include, but are not limited to, all Commercial Establishments, including stores, filling stations, lodges, motels, laundries, hotels, all public buildings, food services, lodging establishments, service establishments, restaurants, light industry, schools, churches, clubs, hospitals, nursing homes, condominiums, townhouse complexes, and apartment buildings using the Commercial Container Collection service.

All Refuse generated at Commercial Establishments shall be collected by the Contractor no less than once weekly on the regularly scheduled day. If requested by the Commercial Establishment, or to protect the public health, a Commercial Establishment may require Refuse to be collected and disposed of more than once

a week. Collection service for Commercial Units will be available to such customers daily for five (5) workdays each week, Monday through Friday, and the Commercial Establishment and the Contractor shall mutually agree upon the frequency of collection service to a Commercial Establishment. Landscape maintenance contractors shall be responsible for collecting, transporting, and disposing of yard trash generated by a landscape contractor while performing work on any commercial establishment.

It shall be the responsibility of the owner or operator of a Commercial Establishment to store Refuse at locations mutually agreed upon by the owner/operator and the Contractor that are convenient for collection by the Contractor. When any owner/operator of a Commercial Establishment and the Contractor cannot mutually agree upon a collection location, the City shall designate the location. In all events, the City shall have the right to designate the location of any Commercial Container to store Refuse to protect the health and safety of the community and eliminate the possibility of any unsightly appearance.

The Contractor shall make collections with as little disturbance as possible to Multi-Family and Commercial Establishments. The work shall be done in a sanitary manner. The Contractor shall sanitize Commercial Containers on an as-needed basis or within 48 hours of a request from the City or Commercial Establishment at no additional cost. The Contractor's employees shall immediately pick up any Refuse spilled by the collector. The Contractor shall be responsible for closing and securing the container doors, the enclosure doors, or gates.

Multi-Family Commercial Establishments may use any of the following containers for storage of Refuse:

- A. 96-gallon Carts furnished by Contractor.
- B. The Contractor provides containers in 2, 4, 6, and 8 cubic yard capacities to multi-family and commercial establishments.
- C. Roll-off containers provided by Contractor in 20, 30, or 40 cubic yard capacities.
- D. The contractor shall provide refuse collection service for the customer-provided compactors.

Contractor shall identify, collect, and dispose of Bulky Waste items at multi-family and commercial container service locations within forty-eight (48) hours of notification.

The contractor shall collect and dispose of Yard Trash at Multi-Family and Commercial Container Service customer locations on the weekly scheduled Yard Trash collection day. The Contractor shall be entitled to charge a reasonable fee for the collection of such Yard Trash generated by Multi-Family and Commercial container Service customers. The Commercial customer will reach out directly to Waste Pro for pricing. In the event that the commercial customer refuses to pay the Contractor for Yard Trash collection. The city may direct the Contractor to collect such Yard Trash, and the City will compensate the Contractor at the above rate.

ARTICLE VIII

SPECIAL HANDLING OF EXCLUDED WASTE AND HAZARDOUS WASTE

The contractor shall not be required to collect or dispose of Excluded Waste and Hazardous Waste as defined in this Agreement. However, the Contractor may, subject to negotiation of an acceptable special agreement with customers, collect and

dispose of Excluded Waste and Hazardous Waste within the City. Any such special agreement shall require the Contractor to comply with and abide by all laws, ordinances, rules and regulations of all governmental agencies and be subject to the approval of the City. The City shall be furnished with a copy of any such special agreement, and the Contractor shall pay the City a Franchise Fee of twelve percent (12%) on all amounts the Contractor collects from customers under any such special agreement.

ARTICLE IX

SCHEDULES AND ROUTES

The Contractor shall provide the City with schedules of all collection routes, residential and commercial, and keep such information current at all times. This information shall include route maps that identify each route by number and designate both the beginning and ending points of each route. If any change in the collection route occurs, then the City shall be immediately notified in writing at least ten (10) days prior to such proposed change. All route and/or schedule changes shall be subject to approval by the City Manager. Written notice of changes in collection schedules shall be furnished to the affected customers by the Contractor at least ten (10) days prior to the actual changes in routes or schedules or in as timely a manner as is practical.

ARTICLE X

HOLIDAYS

The City agrees to exempt Basic Residential Services and Commercial Collection Services collection and disposal from the schedule of collections on Thanksgiving Day and Christmas Day, and on any day, the disposal facility is closed.

The Contractor shall have the option to either provide the Basic Residential Services and Commercial Collection Services collection if the holiday falls on a regularly scheduled collection day or the following day, excluding Sunday. When any other City holiday falls on a regularly- scheduled collection day, and the Contractor shall provide and collect Basic Residential Services and Commercial Collection Services on the regularly scheduled collection date.

ARTICLE XI

DISPOSAL OF REFUSE

Refuse collected by the Contractor within the City may be disposed of at any waste disposal landfill facility selected by the Contractor unless directed by the City to use a particular facility. All disposal fees charged by any disposal facility used by the Contractor to dispose of the Refuse collected by the Contractor within the City shall be paid by the Contractor. The contractor shall provide the City with a copy of any contract entered into between the Contractor and the owner of any disposal facility for the disposal of the City Refuse collected by the Contractor (herein the "Disposal Contract"). The Disposal Contract shall include all of the terms and conditions between the Contractor and such disposal facility for the disposal of the City Refuse, including the per ton disposal fees. The Disposal Contract shall also reveal whether the Contractor or any affiliate owns any interest in the disposal facility and, if so, the percentage.

ARTICLE XII

RATES AND CHARGES

The contractor shall charge residential and commercial customers for refuse

collection and disposal service at the monthly rates provided in Schedule A. The rates for residential and commercial customers set out in Schedule A attached hereto for Refuse collection and disposal services to be paid to the Contractor for its services rendered in accordance with the terms and conditions of this Contract are firm and fixed beginning November 30, 2024. Beginning on October 1, 2025, the rates and charges established in Schedule A are subject to adjustment pursuant to and in accordance with the provision of Article XIII hereof.

ARTICLE XIII

3% INCREASE ANNUALLY AT THE BEGINNING OF EACH FISCAL YEAR

The rates for Refuse collection services provided for in Schedule A are guaranteed, fixed, and firm, beginning November 30, 2024. Starting on October 1, 2025, and on each October 1st after that, the rates provided in Schedule A for residential and commercial customers shall be adjusted each year by a 3% annual increase. The fee rate adjustments shall be effective October 1st of each year. Notwithstanding anything herein to the contrary, the rate adjustment shall never exceed an amount greater than three percent (3%) in any Contract Year.

ARTICLE XIV

BILLING AND COLLECTION

A. City shall be responsible for monthly billings to and collecting from all residential customers receiving Basic Residential Services and Additional Services from the Contractor at the rates as provided for in Schedule A as may be adjusted from time to time as provided for herein.

B. The Contractor shall be responsible for monthly billing to and collecting from

all commercial customers receiving Refuse collection and disposal services from the Contractor under the terms and conditions of this Agreement, based on the rates for commercial services listed in Schedule A attached hereto. These rates may be adjusted after September 30, 2025, under the provisions of Article XIII of this Agreement.

ARTICLE XV

SENIOR CITIZENS' DISCOUNT

Residential customers who are senior citizens, as that term is defined in this section, shall be entitled to receive a ten percent (10%) discount on their monthly residential Refuse collection charges. For the purpose of this provision, the term "senior citizen" shall be defined as any person who has reached the age of sixty-five (65) years. To receive such a discount, a senior citizen shall file a sworn application with Customer Service, which shall provide the City with information that may be necessary to establish the eligibility of such applicant for the discount.

ARTICLE XVI

FRANCHISE FEES PAYABLE TO CITY

A. **Residential Franchise Fee:** The contractor shall pay the City a Franchise Fee of ten percent (10%) on all monthly gross billings by the City for Basic Residential Services and Additional Services rendered to residential customers.

B. **Commercial Franchise Fee:** The contractor shall pay the City twelve percent (12%) of all monthly gross billings to commercial customers for Refuse collection and disposal services rendered to commercial customers by the Contractor under the terms and conditions of this Agreement, as a Franchise Fee.

C. **Payment of Franchise Fees:** The Franchise Fees provided for in Subparagraphs A and B hereof shall be paid by the Contractor to the City by the last day of the following month during the term of this Agreement.

D. **Right to Audit:** The city shall have the right to audit contractors' records at all reasonable times to ascertain the correctness and accuracy of the City's Franchise Fees.

ARTICLE XVII

COMPENSATION PAID TO THE CONTRACTOR

As total compensation paid to the Contractor for its services rendered to the City and customers under the provisions of this Contract, the Contractor shall be paid and receive the following sums of money:

A. The Contractor shall be entitled to keep all sums of money it collects from commercial customers for collecting and disposal of Refuse generated by commercial customers at the rates established in this Agreement, less the amount of the Franchise Fee required to be paid to the City by the Contractor and

B. The City also shall pay the Contractor each month during the term of this Agreement the total amount of that portion billed monthly by City to residential customers for Basic Residential Services and Additional Services provided to residential customers by Contractor at the monthly rates established in Schedule A and as may be adjusted under the provisions of Article XIII and less the amount of senior citizens discount, if any, and less the amount of the Franchise Fee required to be paid to the City by the Contractor. The City shall make such payment to the Contractor by the last day of the following month.

ARTICLE XVIII

GUARANTY

To induce City to enter into this Contract with Contractor, Guarantor hereby unconditionally guarantees City the full, faithful, and prompt performance by Contractor of all of its obligations and undertakings under this Contract. Grantor waives any notice of non-performance and any demand for performance on Contractor. No extensions of time granted by City, and no waiver by City, of any of its rights shall release Guarantor of its obligations hereunder.

ARTICLE XIX

OPTION TO RENEW

City shall have the option to renew this Agreement for an additional term of five (5) years commencing October 1, 2029, upon the same terms and conditions of this Agreement provided that the City gives the Contractor written notice by certified mail of its election to renew this Agreement by no later than April 1, 2029.

ARTICLE XX

QUALITY OF

SERVICE

The Contractor shall provide the City with a list of all officers, directors, and principals of the company and all persons with ownership in excess of five percent (5%). If the contractor is a subsidiary of another company, the Contractor shall provide the City with the same information for its parent company. During the term of the Contract, the Contractor shall notify the City of any changes in officers, directors, principals, or persons with ownership in excess of five percent (5%). Suppose the Contractor proposes to sell the company or to assign this Agreement to another. In that case,

the City reserves the right to investigate the proposed new owner(s) or proposed Contractor and to deny the assignment of the Contract if, in its judgment, the new owner(s) or new Contractor will not be able to meet the responsibilities of the Contract. The Contractor shall designate a qualified Local Manager to be in charge of the operations within the City. The Contractor shall give the name of the Local Manager to the City. Information regarding the Local Manager's experience and qualifications shall also be furnished. The contractor shall provide adequate supervisory personnel to ensure the quality of service provided under this Agreement is always satisfactory to the City. The Local Manager must be available for consultation with the City Manager and/or customers within a reasonable, practicable time after notification of a request for such consultation. The Local Manager and supervisors shall be readily accessible by phone for communication. The method of communication must be available at any time that collection vehicles are on routes.

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

The Contractor is required and hereby agrees by execution of this Contract to pay all employees must earn at least the federal minimum wage and must abide by other requirements established by the Congress of the United States in the Fair Labor Standards Act, as amended from time to time.

The Contractor shall see to it that its employees serve the public in a courteous, helpful, and impartial manner. The Contractor's collection employees will be required to follow the regular walkway for pedestrians while on private property. No trespassing by employees will be permitted, nor will crossing property of neighboring premises be permitted unless residents or owners of both such properties have given

permission. Care shall be taken to prevent damage to property, including cans, carts, racks, trees, shrubs, flowers, and other plants.

Each vehicle operator shall at all times carry a valid driver's license for the type of the vehicle that is being driven.

The Contractor shall provide operating training and safety training for all personnel.

The Contractor shall, wherever possible, employ qualified personnel from residents of the City.

ARTICLE XXI

CONTRACT PERFORMANCE AND PENALTIES

The City Manager shall supervise the Contractor's performance of this Contract. If at any time during the life of the Contract, performance is not satisfactory, the Contractor, upon written notification by the City Manager, shall correct any deficiency in such performance which may require the Contractor to increase the labor force, tools, and equipment as needed to perform this Contract properly. The failure of the City Manager to give such notification shall not relieve the Contractor of his or her obligation to perform the Work at the time and in the manner specified by this Contract.

The Contractor shall furnish the City Manager with every reasonable opportunity to ascertain whether or not the Work is performed in accordance with the contract's requirements.

The City Manager may appoint qualified persons to inspect the Contractor's operation and equipment at any reasonable time, and the Contractor shall admit Authorized Representatives of the City to make such inspections at any

reasonable time and place.

The failure of the City at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the City thereafter to enforce same. Nor shall waiver by the City of any breach of provisions herein waive any succeeding breach of such provision.

The City Manager shall be permitted free access to every reasonable facility for the inspection of all Work, equipment, and facilities of the Contractor.

The City Manager shall have the authority to require that any vehicle operated by the Contractor that is leaking and/or spilling fluids, Refuse, or Yard Trash be immediately removed from service. The Contractor shall immediately provide an on-site supervisory response and should notify the City Manager of the remedial action to be taken.

The Contractor shall cooperate with the City Manager in every reasonable way in order to facilitate the progress of the Work contemplated under this Contract. The Contractor shall at all times have a competent and reliable English-speaking representative on duty authorized to receive orders and to act for him or her in the case of his or her absence.

ARTICLE XXII

COMPLAINTS AND COMPLAINT RESOLUTION

On the effective date of this Agreement, the Contractor shall establish an office within Columbia County. The office shall be equipped with sufficient telephones with local numbers and shall have a responsible person at the office in charge during all collection hours. The office shall be open, and the telephones will be answered during regular business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday. The Contractor shall submit the plan to handle the administration of the Contract, such as

hours of operation for customer service, number of customer service representatives, and number of incoming telephone lines.

In a format approved by the City, the Contractor shall prepare and maintain a log of all complaints, and indicate the validity and disposition of each complaint. The log shall be available for City inspection during business hours. The form shall also indicate the day and hour on which the complaint was received and the day and hour on which it was resolved. When a complaint is received before noon, it shall be resolved that day; otherwise, it shall be resolved no later than the next working day. A monthly listing of all the complaints filed and their disposition or resolution shall be mailed to the City Manager by the 10th of the following month. Where necessary, the legitimacy of challenged complaints shall be determined based on a joint inspection by the City Manager and representative of the Contractor. Disputes shall be referred to the City Manager, and his or her decision shall be final.

The Contractor shall notify the City of any difficulties encountered in the provision of services as outlined in this Contract as soon as practicable but within four (4) hours.

The Contractor shall be responsible for advertising all route and collection information, including complaint procedures, service standards, regulations, and the days of collection, in a newspaper of general circulation in the City at least once per year, on or about the 1st of January of each year, the cost of which is to be borne solely by the Contractor.

Beginning January 1, 2025, should the Contractor fail to perform in accordance with the provisions of the Contract, the Contractor shall pay the City, not as a penalty but as liquidated damages for such breach of Contract, the following amounts for the

following infractions in excess of the total number of ten (10) infractions per month:

A complaint was filed that has not been resolved within the time required by this Agreement.	\$30.00 each complaint
Spillage or leakage from the vehicle is not cleaned up within one working day of the incident.	\$100.00 each case
Failure to maintain vehicles so that they do not spill or leak fluids.	\$100.00 each case
Failure to clean vehicles or commercial containers.	\$100.00 each case
Loaded vehicles are left standing on the street for unnecessarily.	\$50.00 each case
Complaints require City action in collecting Garbage and Household Trash or Yard Trash.	\$150.00 each complaint plus actual costs incurred by the City
Failure to maintain schedules as established by the requirements of this Contract.	\$300.00 per route missed plus weekly cost of collection per house on the route.
Failure to submit required records case including, but not limited to, bonds, insurance forms, and annual audits.	\$100.00 per month each

Commingling City Refuse with non-City Refuse.	Triple the tipping fee of the entire truckload.
Intentionally Commingling of Refuse.	\$50.00 each case
Notification of City by Contractor that a complaint has been resolved when that complaint has not been resolved.	\$30.00 each case

These sums shall be reflective of violations of the terms of the Contract on a per case per day basis. However, the Contractor shall not be liable for damages because of any delays in the performance of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to acts of the government, fires, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of Subcontractors or suppliers due to such causes. It is recognized that disputes may arise between the City and the Contractor with regard to the collection of certain items. The City Manager may, from time to time, notify the Contractor by telephone to remove all such Refuse. Should the Contractor fails to remove the Refuse within twenty-four (24) hours from notification, The City will do so, and all costs incurred by the City, plus a twenty percent (20%) surcharge shall be paid by the Contractor to the City.

ARTICLE XXIII

DEFAULT AND DISPUTE OF THE AGREEMENT

It shall be the duty of the City Manager to observe closely the Garbage and Household Trash, and Yard Trash collection services and determine if, in the reasonable opinion of the City Manager, there has been a breach of Contract due to any of the following:

The Contractor takes the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States, or any state thereof, or consents to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property; or,

By order or decree of a court, the Contractor shall be adjudged bankrupt, or an order shall be made approving a petition filed by any of its creditors or by any of the Stockholders of the Contractor seeking its reorganization or the readjustment of its indebtedness under federal bankruptcy laws or any law or statute of the United States or any state thereof, provided that, if any such judgment or order is stayed or vacated within sixty (60) days after the entry thereof, any notice of cancellation shall be and become null, void, and of no effect; or,

By or pursuant to or under the authority of any legislative act, resolution, or rule, or any order or decree of any court or governmental board, agency, or officer having jurisdiction, a receiver trustee, or liquidator shall take possession or control of all or substantially all of the property of the Contractor, and such possession or control shall continue in effect for a period of sixty (60) days; or,

The Contractor shall voluntarily abandon, desert, or discontinue its operation hereunder granted; or,

Any lien is filed against the Contractor's premises located in the City because of any act or omission of the Contractor and is not removed or the City adequately secured, by bond or otherwise, within ninety (90) days after the Contractor has received written

notice thereof; or,

The Contractor has substantially, failed, or refused to perform or observe the terms and conditions of this Agreement, or has failed or refused to comply with the instructions of the City Manager relative thereto. Any such failure or refusal shall be considered a material breach of this Agreement, and the City Manager shall notify the Contractor in writing of the breach. A copy of such written notice will be mailed to the surety on the performance bond. If, within a period of seven (7) days, the Contractor has not eliminated the conditions considered to be a breach of Contract; the City Manager shall so notify the City Council, and a public hearing shall be set for a date within fifteen (15) days of such notice. The City Manager shall, not less than fifteen (15) days prior to the date of such hearing, notify the Contractor and the surety of the date and place of the public hearing at which the Contractor shall be required to show cause why the Contractor has not breached the terms of this Agreement. Should the Contractor fail to appear at the hearing or fail to show cause why it has not breached the terms of this Agreement, to the satisfaction of the City, the City may declare a default on this Agreement and notify the Contractor and the surety on the performance bond of such a declaration of default, or authorize the City Manager to take other action.

The Contractor shall be excused from performance in cases of war, insurrection, riot, or other causes beyond the Contractor's control. If the Contractor is unable to resume full or substantial performance within thirty (30) calendar days, the City may terminate this Contract by giving the Contractor five (5) days written notice. The parties hereto shall thereafter have no further obligations and liabilities under this Contract except those which arose prior to the date performance was interrupted or suspended. For the purpose of this section, a strike shall be considered within the control of the Contractor.

In the event of a substantial breach by the Contractor or excuse of performance under this paragraph such that the Contractor is not providing full or substantial

performance in the reasonable opinion of the City, the City shall be able to immediately begin negotiation, execute a Contract, and provide service temporarily with another provider during the period that procedures and waiting periods are ongoing without such deemed a breach of this Contract.

Except as otherwise provided in this Contract, any dispute concerning a question of fact or of interpretation of a requirement of the Contract that is not disposed of by mutual consent between the parties shall be decided by the City Manager, who shall reduce the decision to writing and furnish a copy thereof to the parties. In connection with any dispute proceeding under this clause, each party shall be afforded an opportunity to be heard and offered evidence in support of its version of the facts and interpretation of the Contract. The City Manager shall make such an explanation as may be necessary to complete, explain, or make the provisions of this Contract definite. The findings and conclusions shall be final and binding on all parties. Pending the final decision of a dispute, the Contractor shall proceed diligently with the performance of the Contract in accordance with the preliminary directions of the City Manager.

The Contractor expressly recognizes the paramount right and duty of the City to provide adequate Garbage and Household Trash collections as necessary government functions and further agrees, in consideration for the execution of the Contract, that in the event the City shall invoke the provisions of this section, Contractor will either negotiate with the City to resolve the matter or matters in dispute or present the matter to a court of competent jurisdiction in an appropriate suit therefor instituted by itself or by the City.

The failure of the City at any time to require performance by the Contractor of any provisions herein shall in no way affect the right of the City thereafter to enforce the same, nor shall waiver by the City of any breach of any provision herein waive any

succeeding breach of such provisions.

ARTICLE XXIV

PERMITS AND LICENSES

At its own expense, the Contractor shall obtain all permits and licenses required by law or ordinance, maintain them in full force and effect, and provide the City with copies.

ARTICLE XXV

CONTRACTOR'S RELATION TO THE CITY

A. It is expressly agreed and understood that the Contractor is, in all respects, an independent contractor and that the Contractor is in no respect an agent, servant, employee, or official of the City. This Contract specifies the work to be done by the Contractor. Still, the method employed to accomplish this work shall be the Contractor's responsibility unless otherwise provided for in the contract.

B. This Contract, or any portion thereof, shall not be sublet, except with the prior written consent of the City, which shall be at the City's sole discretion. No such consent will be construed as making the City a party of or to such sub-contractor, subjecting the City to the liability of any kind to any sub-contractor. Under any circumstances, no sub-contract shall relieve the Contractor of its liability and obligations under this Contract. Notwithstanding any such subletting as may be consented to by the City, the City shall deal solely through the Contractor. Sub-contractors will be dealt with as workmen and representatives of the Contractor and, as such, will be subject to the exact requirements as to character and competence as are other Contractor employees.

C. To prevent misunderstanding and any litigation, the City shall decide any and all questions which may arise concerning the quality and acceptability of the work and

services performed, the sufficiency of performance, location of and the applicable interpretation of the Contract provisions, and the acceptable fulfillment of the Contract on the part of the Contractor; and the City will determine whether or not the amount, quantity, character and quality of the work performed by the Contractor is satisfactory, which determination shall be final, conclusive, and binding upon both the City and the Contractor. The City shall make such explanation as may be necessary to complete, explain, or define the provisions of this Contract, and its findings and conclusions shall be final and binding upon both the City and Contractor.

D. The Contractor shall provide the City with every reasonable opportunity to ascertain whether or not the work, as performed by the Contractor, is in accordance with the requirements of this Contract. The Contractor shall designate in writing the person to serve as the Contractor's agent and liaison between the Contractor and the City. The City may appoint qualified persons to inspect the Contractor's operation and equipment at a reasonable time, and the Contractor shall admit such representatives of the City to make inspections at any reasonable time and place, provided, however, such inspections shall not interrupt the normal business operations of the Contractor.

E. It is recognized that disagreements may arise between the City and the Contractor with regard to the collection of certain items due to the interpretation of the specific language in this Contract. In the event a disagreement arises and Refuse needs to be collected and disposed of, the City may notify the Contractor of the location of such Refuse that has not been collected due to disagreement between the City and the Contractor, and it shall be the duty of the Contractor to remove all such Refuse within forty-eight (48) hours of the notice. Should the Contractor fail to remove the Refuse, the City may collect and dispose of such Refuse, and the City shall deduct all costs incurred

in the collection and disposal of such Refuse from the City's next scheduled payment to the Contractor under the terms of this Agreement.

F. The Contractor shall pay all federal, state, and local taxes, including sales tax, social security, workers' compensation, unemployment insurance, and other required taxes which may be chargeable against labor, material, equipment, real estate, personal property, and any other items necessary to be used in the performance of this Contract.

ARTICLE XXVI

SUBCONTRACTORS

Subcontractors shall be allowed only with the prior written approval of the City or the City Manager acting as its legal representative. The consent of the City or the City Manager shall not be construed as making the City a party to such subcontract or subjecting the City to liability of any kind to any Subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of its liability and obligation under this Contract, and despite such subcontracting, the City shall deal with the Subcontractor through the Contractor. Subcontractors will be dealt with as workers and representatives of the Contractor and, as such, shall be subject to the same requirements as to character and competence as are other employees of the Contractor.

ARTICLE XXVII

BONDS AND SURETIES

The Contractor shall furnish a Performance/Payment Bond in the form attached to these Specifications as provided as security for the performance of this Contract with the City. The Performance/Payment Bond will be \$500,000 and will remain in force for the duration of this Contract. The Contractor shall pay the premium for the bond described above.

The Performance/Payment Bond shall be written by a surety company licensed to do business in the State of Florida with A.M. Best Financial Rating of A Class XV for the most current calendar year available. Any Surety shall be required to have a resident agent in the State of Florida and shall be duly licensed to conduct business therein. The City may waive the requirement of a Florida resident agent if the evidence satisfactory to the City is provided that applicable requirements have been met to permit service of process on a State official under State law.

ARTICLE XXVIII

INSURANCE REQUIREMENTS

During the life of this Agreement, the Contractor shall procure and maintain insurance of the types and to the limits specified below and provide the City with annual certificates of insurance as evidence thereof. The City shall be an additional insured on this insurance with respect to all claims arising out of the operations or Work to be performed. Cancellation or modification of said insurance shall not be affected without thirty (30) days prior written notice to the City. The Contractor shall require each of its Subcontractors to procure and maintain, until completion of that Subcontractor's services, insurance of the types and to the limits specified below, unless the Subcontractor's Work is covered by the protection afforded by the Contractor's insurance. The Contractor shall ensure that all its Subcontractors comply with the insurance requirements.

Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

Worker's Compensation—The Contractor shall provide and maintain this Contract at its own expense during its life. Workers' Compensation Insurance coverage will apply for all employees up to statutory limits in compliance with the applicable state

and federal laws. In addition, the policy shall include employers' liability insurance with a limit of \$100,000 for each accident.

Comprehensive General Liability - The Contractor shall provide and maintain this Contract at its own expense during its life. Comprehensive General Liability Insurance. Coverage shall be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy (Occurrence Form) and shall include:

Minimum limits of \$2,000,000 per occurrence combined single limit for bodily injury liability and property damage liability.

Premises and/or operations.

Independent contractors.

Products and/or completed operations.

Business Automobile Policy - The Contractor shall provide and maintain Comprehensive Automobile Liability Insurance during the life of this Contract at its own expense. Coverage shall be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Services Office and shall include:

Minimum limits of \$2,000,000 per occurrence combined single limit for bodily injury liability and property damage liability.

Owned vehicles.

Hired and non-owned vehicles.

Umbrella Liability—The Contractor shall provide and maintain, at its own expense, \$5,000,000 for solid waste collection and \$1,000,000 for yard trash collection during the life of this Contract, with a hold harmless provision to protect the City from any claims arising as a result of services.

Certificate of Insurance - Certificates of all insurance required from the Contractor shall be filed with the City and shall be subject to their approval for adequacy and protection. Certificates from the insurance carrier stating the types of coverage provided, liability limits, and expiration dates shall be filed in triplicate with the City before operations are commenced. The required certificates of insurance shall not only name the types of policies provided but shall also refer specifically to this Agreement and section and the above paragraphs, in accordance with which such insurance is being furnished, and shall state that such insurance is as required by such paragraphs of this Agreement. If the initial insurance expires prior to the completion of the Work, renewal certificates shall be furnished thirty (30) days prior to expiration and shall state that such insurance is as required by such paragraphs of this Agreement.

ARTICLE XXIX

SAFETY

The Contractor shall comply with all federal and state Occupational Safety and Health Act ("OSHA") standards, including 29 CFR 1910.269 and any other rules and regulations applicable to construction and maintenance activities in the State of Florida. The Contractor shall also comply with Chapter 442, Florida Statutes (Toxic Substances in the Workplace) and any City or any other agency's rules and regulations regarding safety. The Contractor shall remain solely and exclusively responsible for compliance with all safety requirements and for the safety of all persons and property involved in the Contractor's operation under the terms of this Contract.

ARTICLE XXX

**COMMUNITY BEAUTIFICATION PROJECTS, CITY FUNCTIONS, CITY-SPONSORED
EVENTS**

At no cost to the City, the Contractor will provide all services, Containers, and equipment required for waste disposal with up to eight (8) designated City cleanups, City functions, or City Sponsored Events as deemed appropriate by the City. The equipment most often includes but is not limited to, Commercial Containers and residential rear-end loader trucks. The Contractor will make these services and equipment available to the City for a period of no longer than eight (8) hours during each event. The City will provide the Contractor with written notice requesting these services at least fourteen (14) days prior to the event.

ARTICLE XXXI

MUNICIPAL COLLECTION SERVICE

The Contractor will provide Refuse collection service, as appropriate, to all property owned, leased, rented, or controlled by the City, including, but not limited to, those designated by the City. These services shall be provided at no charge to the City.

The Contractor will empty all containers for the abovementioned properties at a frequency determined by the City. The Contractor must provide all containers for the City's use. The Contractor will keep the containers in maintenance-free condition throughout the life of the Contract.

ARTICLE XXXII

PUBLIC RECORDS

Florida has a very broad public records law. By entering into this CONTRACT with the CITY, the FIRM acknowledges they will comply with the Florida Public Records Act (Chapter 119,

Florida Statutes). If FIRM is either a “contractor” as defined in Section 119.0701(1)(a), Florida Statutes, or an “agency” as defined in Section 119.011(2), Florida Statutes, FIRM shall:

- (a) Keep and maintain public records, as defined in Section 119.011(12) of the Florida Statutes, required by CITY to perform the service.
- (b) Upon request from CITY’s custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the FIRM does not transfer the records to CITY.
- (d) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of the FIRM or keep and maintain public records required by CITY to perform the service. If the FIRM transfers all public records to CITY upon completion of the contract, the FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the FIRM keeps and maintains public records upon completion of the contract, the FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY’s custodian of public records, in a format that is compatible with the information technology systems of CITY.

- (e) IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE OFFICE OF THE CITY CLERK, ATTN: AUDREY SIKES, CITY CLERK, 205 NORTH MARION AVENUE, LAKE CITY, FL 32055.

Failure to comply with the Florida Public Records Act, including failure to provide a public record upon request, is a breach of this CONTRACT. CITY may pursue all remedies for breach of this CONTRACT.

ARTICLE XXXIII

VERIFICATION OF EMPLOYEES

The FIRM shall comply with all applicable requirements of Section 448.095, Florida Statutes, including but not limited to: 1) the FIRM shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the FIRM during the term of this Agreement; and 2) the FIRM shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the subcontractor during the term of this Agreement. Section 448.095, Florida Statutes, states the statute must be construed in a manner that is fully consistent with any applicable federal laws or regulations, and therefore, this section does not apply to this Agreement to the extent that this section would be inconsistent with any federal laws or regulations that are applicable to this Agreement.

ARTICLE XXXIV

BOOKS AND RECORDS

The City shall have the right to review all records maintained by the Contractor on three (3) days' written notice. The FIRM shall maintain records sufficient to document the SERVICES performed pursuant to this CONTRACT. These records shall be subject at all reasonable time to review, inspect, copy and audit by persons duly authorized by the CITY. These records shall be kept for a minimum of three (3) years after completion of the CONTRACT. Records which relate to any litigation, appeals, or settlements of claims arising from performance under this CONTRACT shall be made available until a final disposition has been made of such litigation, appeals, or claims.

ARTICLE XXXV

NOTICES

All notices and communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, return receipt requested, postage pre-paid to the following addresses or to such other addresses as the parties may from time to time designate, in writing:

If intended for City, addressed and mailed to:

City Manager
City of Lake City, Florida
205 North Marion Avenue
Lake City, Florida 32055

With a copy to:

City Attorney
527 E University Avenue
Gainesville, Florida 32601

If intended for Contractor, addressed and mailed to:

Brian Wintjen
Regional Vice President
Waste Pro of Florida, Inc.

If intended for Guarantor, addressed and mailed to:

Brian Wintjen
Regional Vice President
Waste Pro USA, Inc.

ARTICLE XXXVI

COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor hereby agrees to abide by all applicable Federal, State, and local laws and regulations.

ARTICLE XXXVII

INDEMNITY

The contractor shall indemnify and hold harmless the City, its officers, agents, and employees, and each of them, from and against all suits, actions, claims, damages to property, or injuries to or death of any person or persons, including property and employees or agents of the City, and shall defend and indemnify the City from any claims, demands, suits, actions or proceedings of any kind, including workers' compensation claims, of or by anyone, in any way, resulting from or arising out of the Contractor's operations in connection with and under this Contract, including operations of subcontractors and acts or omissions of employees or agents of the Contractor or Contractor's subcontractors. Insurance coverage specified herein constitutes the minimum requirements, which shall in no way lessen or limit the Contractor's liability under the terms of this Contract. The Contractor shall procure and maintain, at the

Contractor's own cost and expense, any additional kinds and amounts of insurance that, in the Contractor's judgment, may be necessary for the Contractor's proper protection in the performance of the work to be performed under the provisions of this Contract.

ARTICLE XXXVIII

SOVEREIGN IMMUNITY

Nothing in this Contract shall be interpreted to mean that the City waives its sovereign immunity granted under Section 768.28, Florida Statutes.

ARTICLE XXXIX

VENUE

The Agreement and the legal relations between the parties hereto shall be governed and construed in accordance with the laws of the State of Florida, and all suits shall be brought in the Circuit Court of Columbia County, Florida.

ARTICLE XL

ILLEGAL PROVISIONS

If any provisions of this Agreement are declared illegal, void, or unenforceable, the other provisions shall not be affected and shall remain in full force and effect.

ARTICLE XLI

ATTORNEY'S FEES AND COSTS

In the event of default by either City or Contractor under the terms of this Agreement, the defaulting party shall be liable for and agree to pay all costs and expenses incurred in enforcing this Agreement, including reasonable attorney's fees.

ARTICLE XLII

ASSIGNMENT AND SUBLETTING

No assignment of this Agreement or any right occurring under this Agreement shall be made, in whole or in part, by the Contractor without the express written consent of the City. In the event of any assignment, the assignee shall assume the Contractor's total liability.

ARTICLE XLIII

CITY ORDINANCES

Nothing contained in any ordinance of the City now in effect, or herein after adopted, pertaining to the collection and disposal of Refuse, which includes, but is not limited to, Garbage and Yard Trash, shall in any way be construed by the Contractor or anyone else, other than the City, to affect, change, or modify or otherwise alter duties, obligations, responsibilities, and operation of the Contractor in the performance of the terms and conditions of this Contract. It is the intention hereof that the Contractor be required to perform strictly the terms of this Contract, regardless of the effect or interpretation of any City ordinances which in any way relate to Garbage and trash or other items of Refuse, unless it is an interpretation made by the City.

ARTICLE XLIV

MISCELLANEOUS PROVISIONS

A. Upon Contractor's payment to the City of the monthly Franchise Fee, Contractor shall submit to the City with such payment an itemized statement which includes the commercial customer's account name, location, type of service provided, the rate and amount billed each commercial customer by Contractor. The itemized statement shall

include the amount of the tippage fee, if any, charged to the Contractor under the Disposal Contract.

B. All such itemized statements required by subparagraphs A above shall be provided to the City by the tenth day of each month during the term of this Contract or any extension thereof.

ARTICLE XLV

IDENTIFICATION AND APPEARANCE OF EQUIPMENT

All trucks, vehicles, and equipment used by the Contractor to perform the Contractor requirements under the provisions of this Agreement shall be identified in the Contractor's name. It shall always be in good working condition and not have an unsightly appearance.

ARTICLE XLVI

AMENDMENTS

The City shall have the right to amend this Contract from time to time as necessary to comply with federal and state laws, as amended from time to time.

ARTICLE XLVII

TOTAL AGREEMENT

This Agreement, including Schedule A, constitutes the entire Agreement between the City and the Contractor and supersedes all prior written or oral understandings. All of the terms and conditions contained and provided for in the City's Request for Proposal Number RFP 017-2012 are incorporated herein and made a part of this Agreement. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

ARTICLE XLVIII

SEVERABILITY

If any article or section of this Agreement should be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any article or section should be enjoined by any court pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby.

ARTICLE XLIX

REPRESENTATIONS OF CONTRACTOR

The contractor represents and warrants that:

A. It is a valid Florida Corporation existing under the laws of the State of Florida is in good standing and is duly qualified to do business in the State of Florida.

B. That the execution and delivery hereof by Contractor has been duly authorized by its proper officials and in accordance with the provisions of its Florida Corporation and the rules and regulations thereof.

C. This Agreement constitutes the binding obligation of the Contractor.

D. Contractor or if the Contractor is a subsidiary of another, its parent company, has not less than ten (10) years of experience in the collection and disposal of Refuse, including Garbage and trash services.

ARTICLE L

REPRESENTATIONS BY CITY

The city represents and warrants the following:

A. That the execution and delivery of this Agreement constitutes the duly authorized act of City and, upon execution hereof, the same shall constitute a valid and enforceable

Contract of City.

B. All acts necessary or proper to authorize the execution hereof have been duly performed by the City in accordance with the laws, regulations, rules, ordinances, and charter provisions applicable to the execution by the City of a Contract with a private entity.

IN WITNESS WHEREOF, the City of Lake City, Florida, and Waste Pro of Florida, Inc., have caused this Contract to be executed on ____ November 2024.

Signed, sealed, and delivered
In the presence of:

CITY OF LAKE CITY, FLORIDA

Witness

(type or print name)

By: _____
NOAH WALKER
Mayor

Witness

(type or print name)
Witnesses as to City

ATTEST: _____
AUDREY E. SIKES
City Clerk
"CITY"

Signed, sealed, and delivered in the presence of:

Witness

(type or print name)

Witness

(type or print name)

Witnesses as to Contractor

Signed, sealed, and delivered in the presence of:

Witness

(type or print name)

Witness

(type or print name)

(Witnesses as to Guarantor)

APPROVED AS TO FORM LEGALITY:

By: _____
CLAY MARTIN
City Attorney

WASTE PRO OF FLORIDA, INC.

By: _____

Name: _____

Title: _____

"CONTRACTOR"

WASTE PRO USA, INC.
a Florida Corporation

By: _____

Name: _____

Title: _____

"GUARANTOR"

This amended and restated contract has been approved by City Council Resolution No. 2025-_____ and adopted by the City Council on November 18, 2024.

Amended and Restated Contract between the City of Lake City, Florida, & Waste Pro of Florida, Inc., for Collection & Disposal Services For Solid Waste & Recycling, Effective November 30, 2024.

SCHEDULE A
Page 1 of Pages
Rates and Charges For Residential Customers

Basic Residential Services

Unit Price Per Month is to be billed by the City for residential services and remitted to the Contractor, which includes a Franchise Fee of 10% to be paid monthly to the City.

Curbside/Roadside Collection - Cart

One (1) pick up each week	\$	<u>15.44</u>
Optional 2 nd cart pick up	\$	<u>7.02</u>
One (1) pick-up each week with option for Back Door Service	\$	<u>21.06</u>

*NOTE: The garbage collection includes the Bulky Wastes Collection, which has an unlimited volume. Residential customers may select one 36,64,96 Gallon cart.

NOTE: Tree limbs and branches shall not exceed 6 feet in length or 6 inches in diameter. Articles or containers shall not exceed 40 pounds.

The residential rates above are the rates the City bills the residential customers. The city shall pay the Contractor a fee equal to ninety percent (90%) of the gross billings generated at the above rates.

(Schedule A Continued)

. Page 2 of 2 Pages

Rate and Charges for Commercial Customers

Commercial Services

Unit Price Per Month to be billed and collected by Contractor for commercial customers, which includes Franchise Fee of 12% to be paid monthly to the City

Curbside/Roadside Pick Up - Cart Unit*

One pick-up each week of 96-gallon Cart \$ 15.44

Frontload Container (Dumpsters)

Frontload Container - one pick-up per week, per yard. \$ 8.11

Roll Offs

Pull Charge Plus Disposal

20 Cubic Yard \$ 189.58

30 Cubic Yard \$ 189.58

40 Cubic Yard \$ 189.58

Container Rent Per Month

20 Cubic Yard \$ 84.26

30 Cubic Yard \$ 112.35

40 Cubic Yard \$ 140.43

Commercial rates above are the rates the Contractor bills to commercial customers. The contractor shall pay the City a Franchise Fee equal to twelve percent (12%) of the gross billings generated by the above commercial rates.