

**SOLID WASTE
AND
RECYCLABLE COLLECTION
SERVICES AGREEMENT**

**BETWEEN
CITY OF WESTLAKE
AND
WASTE MANAGEMENT INC. OF FLORIDA**

**REFUSE, MULTI-MATERIAL RECYCLING AND
VEGETATIVE WASTE COLLECTION AGREEMENT**

THIS AGREEMENT ("Agreement") is made as of this _____ day of _____, 2025, by and between the City of Westlake, hereinafter referred to as "City", and Waste Management Inc. of Florida, hereinafter referred to as "Contractor", with its principal place of business at 651 Industrial Way, Boynton Beach, Florida 33426.

WHEREAS, the City awarded Contractor an exclusive franchise for the collection of refuse, recycling and vegetative waste within the City; and

WHEREAS, the City and Contractor have agreed that Contractor shall perform all collection services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective covenants herein contained, the parties agree as follows:

1. GRANT OF FRANCHISE

The City hereby awards to Contractor an exclusive franchise ("Franchise") for the collection of residential, commercial, industrial and roll-off refuse, recycling and vegetative waste as specified herein, but excluding the collection of special waste, hazardous waste, bio-hazardous waste, biological waste, sludge and storm debris.

2. LIAISON BETWEEN CITY AND CONTRACTOR

All dealings, contracts, notices and payments between the Contractor and the City shall be directed by the Contractor to the City Manager or his/her designee.

3. COMMENCEMENT OF WORK

The work outlined in this Agreement shall commence on December 1st, 2025.

4. TERM

The term of this Agreement shall be for a period of five (5) years beginning December 1st, 2025 and expiring November 30th, 2030. This Agreement may be

renewed for additional terms of five (5) years upon mutual written agreement of the parties, provided that the City gives Contractor notice of its desire to renew not less than ninety (90) days prior to the end of the current term.

5. DEFINITION OF TERMS

5.1 Authorized Representative: Shall mean the employee or employees designated in writing by the City Manager to represent the City in the administration and supervision of the Agreement.

5.2 Biohazardous Waste: Shall mean any solid waste or liquid waste which may present a threat of infection or disease to humans or may reasonably be suspected of harboring pathogenic organisms. The term includes, but is not limited to, non-liquid human tissue and body parts; laboratory and veterinary waste which contains human-disease-causing agents; used disposable sharps, human blood, and human blood products and body fluids; and other materials which represent a significant risk of infection to persons outside the generating facility.

5.3 Biological Waste: Shall mean solid waste that causes or has the capability of causing disease or infection and includes, but is not limited to, Biohazardous Waste, diseased or dead animals, and other waste capable of transmitting pathogens to humans or animals.

5.4 Bulk Trash: Shall mean any non-vegetative item which cannot be containerized, bagged or bundled including, but not limited to, inoperative and discarded refrigerators, freezers, ranges, washers, dryers, water heaters and similar appliances; bathtubs, sinks, and similar household fixtures; household goods and furniture.

5.5 City: City of Westlake.

5.6 Collection: Shall mean the process whereby solid waste, Garbage, Trash, Bulk Trash, Vegetative Waste or Recyclable Materials are removed and transported to a Designated Facility.

5.7 Commercial Service: Shall herein refer to the service provided to business establishments, churches, schools, Multiple-Dwelling Units not receiving curbside service, office buildings and other establishments. Commercial Service shall include container rental, the rolling out and locking and unlocking of containers, opening and closing doors and gates, exchanging containers,

changing container locations, supplying locks and locking mechanisms for containers, and other services required for the proper maintenance of containers.

5.8 Commercial Trash: Shall mean any and all accumulations of paper, rags, excelsior or other packing materials, wood, paper or cardboard boxes or containers, sweepings, and any other accumulation not included under the definition of garbage, generated by the operation of stores, offices, and other business places. Commercial trash shall include furniture, appliances, car parts, and all other accumulations not included within the definition of garbage and shall be included in the service if properly containerized. Commercial trash shall not include Special Waste.

5.9 Construction and Demolition Debris: Shall mean materials defined as commercial and demolition debris by the Department in accordance with Rule 62-701.200(24), F.A.C., as amended.

5.10 Contract or Agreement: The Agreement executed by the City and the Contractor for the performance of the work.

5.11 Contractor: Shall mean Waste Management Inc. of Florida and its officers, agents, employees and subcontractors, with whom the City has entered into an Agreement to provide the services described herein.

5.12 Department: Shall mean the Florida Department of Environmental Protection.

5.13 Designated Facility: Shall mean a disposal processing, recovery, recycling or transfer facility.

5.14 Disposal Costs: Shall mean the "tipping fees", landfill costs or processing fees charged to the Contractor by others for disposal of the waste collected by the Contractor.

5.15 Garbage: Shall mean all putrescible 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 materials whether attributed to residential or commercial activities. Garbage shall not include any material that falls within the definition of Special Waste.

5.16 Garbage Receptacle: Shall mean any commonly available light gauge steel, plastic, or galvanized receptacle of a non-absorbent material,

closed at one end and open at the other, furnished with a closely fitted top or lid and handle(s) to be used solely for loose Vegetative Waste. A receptacle also includes a heavy duty, securely tied, plastic bag designed for use as a garbage receptacle.

5.17 Hazardous Waste: Shall mean solid waste as defined by the State of Florida Department of Environmental Regulation as a hazardous waste in the State of Florida Administrative Code, or by any future legislative action or by federal, state or local law.

5.18 Industrial Wastes: Industrial wastes are not included in the scope of this contract unless considered regular solid waste.

5.19 Loose Refuse: Shall mean non-compacted Refuse which is collected from the ground.

5.20 Mechanical Container: Shall mean and include any detachable metal container designed or intended to be mechanically dumped into a loader/packer type of garbage truck used by the Contractor.

5.21 Multiple Dwelling Units: Shall mean any building containing four (4) or more permanent living units, not including motels and hotels.

5.22 Performance Bond: Shall mean the form of security approved by the City and furnished by the Contractor as required by this Contract as a guarantee that the Contractor will execute the work in accordance with the terms of the Contract.

5.23 Recyclable Materials: Shall mean newspapers (including inserts), magazines and catalogs, aluminum cans, aluminum foil and pie plates, plastic containers, glass bottles and jars, corrugated cardboard, brown paper bags, mixed paper (magazines, phone books, office paper, etc.), drink boxes, milk and juice cartons, and other solid waste materials added upon Agreement between the City and the Contractor, when such materials have been either diverted from the remaining solid waste stream or removed prior to their entry into the remaining solid waste stream. The City reserves the right to modify the types of materials collected by the Contractor and the point of delivery for processing.

5.24 Recycling: Shall mean any process by which solid waste, or materials which otherwise become solid waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products, as defined by the Department in accordance with Rule 62-701.200(99), F.A.C., as amended.

5.25 Rolloff Collection Service: Shall mean the Collection of Refuse and Construction and Demolition Debris using rolloff containers, or the Collection of Construction and Demolition Debris by other mechanical means, for locations within the City.

5.26 Refuse: Shall mean Commercial Trash, household Trash and Garbage or a combination or mixture of Commercial Trash, household Trash and Garbage, plus Construction and Demolition Debris.

5.27 Refuse Regulations: Shall herein refer to regulations prescribed by the City together with such administrative rules, regulations and procedures as may be established for the purpose of carrying out or making effective the provision of this contract.

5.28 Residential Service: Shall herein refer to the refuse, recycling and vegetative waste collection service provided to single family and Multiple-Family Dwelling Units within the City who are not receiving Commercial Service.

5.29 Roll Cart. Shall mean a 96-gallon, 65-gallon or 48-gallon capacity wheeled container, City specified color and logo, equipped with an attached lid, and designed and intended to be used for automated collection service. After the City's current cart inventory has been depleted, then replacement Roll Carts shall be provided by Contractor to any single family or Multiple-Family dwelling unit within the City that requires a new/replacement Roll Cart. Ownership of the Roll Carts provided to Residential customers shall rest with City.

5.30 Sludge: Includes the accumulated solids, residues, and precipitates generated as a result of waste treatment or processing, including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar waste disposal appurtenances. The definition of the term "sludge" shall be amended upon any amendment of that term as it is defined in Section 403.703, F.S., as amended from time to time.

5.31 Special Waste: Shall mean solid wastes that require special handling and management, and which are not accepted at a landfill or other disposal facility or which are accepted at a landfill or other disposal facility at higher rates than is charged for refuse, including, but not limited to, asbestos, whole tires, used oil, lead-acid batteries, and Biohazardous Waste.

5.32 Trash: Shall mean all refuse, accumulation of paper, excelsior, rags, wooden or paper boxes and containers, sweepings, broken toys, tools, utensils, and all other accumulations of a similar nature other than Garbage, which are usual to housekeeping and to the operation of stores, offices and other business places, but shall not include Vegetative Waste.

5.33 Uniform Level of Service: Shall mean any and all Garbage and Trash, whether commercial or residential, which conforms to the preparation and storage requirements of this contract, and is collected in accordance with City approved schedule(s).

5.34 Vegetative Waste: Shall mean any vegetative matter resulting from yard and landscaping maintenance and shall include materials such as tree and shrub materials, grass clippings, palm fronds, Christmas trees, tree branches and similar other matter usually produced as refuse in the care of lawns, landscaping and yards. Residents must bag or containerize all grass clippings, leaves, pine needles, and similar small loose items. Large Vegetative Waste items must be not more than six (6) feet in length or fifty (50) pounds in weight, and shall be placed neatly at the curb to comply for regular scheduled collection and not to exceed six (6) cubic yards per set out and if that occurs Contractor will take the specified volume and tag the remaining materials so residents are aware of the limitations and set-out standards.

6. DESCRIPTION OF WORK

The Contractor shall provide Refuse collection services within the City Limits of Westlake. The Contractor shall have the exclusive right to provide Refuse collection service in the City in accordance with the terms of this Agreement, excluding the collection of Construction and Demolition Debris from all properties within the City utilizing Roll Off Collection Service or Mechanical Containers. The Contractor is aware of the requirements of the Florida Solid Waste Management Act and other applicable federal and state laws, and is responsible for determining the impact of such legislation on its operation and complying with the terms thereof. The Contractor shall provide, at its own expense, all labor, insurance, supervision, machinery and equipment, plant building, trucks and any other tools, equipment, accessories and things necessary to maintain the standard of collections and disposal set forth herein.

6.1 Protection of Adjacent Property and Utilities. The Contractor shall conduct its work in such a manner as to avoid damage to adjacent private or public property and shall immediately repair or pay for any damage incurred through its operations. The Contractor shall take cognizance of all existing utilities

and it shall operate with due care in the vicinity of such utilities and shall immediately repair or have repaired at no additional cost to the owner any breakage or damage caused by its operation. Contractor shall report all such repairs to the customer and the City.

6.2 Spillage. The Contractor shall not litter or cause any spillage to occur upon the premises or the rights-of-way wherein the collection occurs. During hauling, all Refuse shall be contained, tied, or enclosed so that leaking, spilling, and blowing is prevented. In the event of any spillage caused by the Contractor, the Contractor shall promptly clean up all spillage.

6.3 Designated Facility. All Refuse, Recyclable Materials and Vegetative Waste shall be hauled to a designated facility and disposed of at those facilities at the expense of the Contractor. A change in the location of the Designated Facility shall permit the Contractor to seek an adjustment to compensation.

7. **RESIDENTIAL COLLECTION SERVICE**

The Contractor shall have the exclusive right to and shall collect and dispose of all Refuse (excluding Special Waste, Hazardous Waste, Biohazardous Waste, Biological Waste and Sludge) from all single-family homes, Multiple-Family Dwelling Units not receiving Commercial Service and individual mobile homes. Mobile home parks will be serviced as residential units.

7.1 Frequency of Collection. The Contractor shall collect Refuse from places of residence within the City at least two (2) times per week, with collections at least three (3) days apart. The City shall approve all proposed changes to collection days prior to Contractor implementation.

7.2 Hours of Collection. Collection shall begin no earlier than 6:00 o'clock a.m., and shall cease no later than 6:00 o'clock p.m. The hours of collection may be extended provided the Contractor has received prior written approval from the City Manager. No collection shall occur on Sundays or holidays except in time of emergency, and with the City Manager's or designee's prior written approval.

7.3 Point of Pickup of Residential Refuse. Collections of residential Refuse shall be at curbside or other such locations as will provide ready accessibility to the Contractor's collection crew and vehicle. In the event an appropriate location cannot be agreed upon, the City Manager or his/her designee shall designate the location. Nothing in this section shall require the Contractor to remove waste resulting from construction activity or the clearance of vacant lots.

Contractor will provide communications with residents as to the proper set-out specifications for safe and efficient collections.

For those residents who, by reason of their disability, certified by a doctor and approved by the City, are unable to place Roll Carts at the curb, collection will be from the rear door or other accessible location adjacent to the residence, and shall be replaced when empty.

7.4 Roll Cart Receptacles. The Contractor shall be required to pick up all Garbage, Trash and Bulk Trash generated from residential units which have been properly prepared and stored for collection as follows:

All Garbage shall be placed in a Roll Cart and shall be placed at curbside (within 6 feet of roadway) or at such other single collection point as may be agreed upon by the Contractor and the customer. No Garbage placed outside of the Roll Cart shall be collected by the Contractor. If Roll Cart is not serviced by the Contractor, a leave behind tag or similar notice will be attached to the Cart to notify resident of the issue.

Roll Carts shall be handled carefully by the Contractor, shall not be bent or otherwise abused, and shall be thoroughly emptied and then left at the proper point of collection.

Bulk Trash shall be collected providing that it does not exceed six (6) feet in length and not to exceed six (6) cubic yards for any piece or total volume of such materials. Bulk Trash that exceeds the above will be tagged by the collection crew.

Containerized Multiple Dwelling Units (dwellings containing four (4) or more units under a single roof) serviced by Mechanical Containers shall containerize all Garbage and Trash. Bulk Trash shall be collected at a designated site agreed to by the Contractor and the customer and approved by the City. Containerized Services shall include the rolling out and locking and unlocking of containers, opening and closing doors and gates, exchanging containers, changing container location, supplying locks and locking mechanisms for containers, and other services required for proper maintenance of containers.

7.5 Method of Collection of Residential Refuse. The Contractor shall make collections with a minimum of noise and disturbances to the customer. Any refuse spilled by the Contractor shall be picked up immediately by the Contractor. Roll Carts shall be handled carefully by the Contractor, shall not be bent or otherwise abused, and shall be thoroughly emptied and then left at the

proper point of collection. In the event of damage by the Contractor to a Roll Cart, the Contractor shall be responsible for the timely repair or replacement of said Roll Cart within seven (7) calendar days at no cost to the customer. If a Residential customer requests an additional Roll Cart the Residential customer will be charged (negotiated rate with the City or no charge) for the extra Roll Cart.

7.6 Bulk Trash. The Contractor shall collect Bulk Trash from residents once per week.

8. **COMMERCIAL COLLECTION SERVICE**

The Contractor shall have the exclusive right to and shall collect and dispose of all Refuse and solid waste, except Hazardous Waste, Biohazardous Waste, Biological Waste and Sludge, from or generated by any commercial or industrial use, and any use not contained within residential services. Contractor's exclusivity regarding Commercial Service shall include Rolloff Collection Service for all solid waste as so defined above and recyclables.

8.1 Frequency of Collection. Commercial containers shall be collected frequently enough to prevent them from becoming overloaded or a health hazard. Collection shall begin no earlier than six o'clock (6:00) a.m. and shall cease no later than six o'clock (6:00) p.m. In the event a customer's container is consistently overloaded; the Contractor will require the customer to increase service. In the event of an emergency, collection may be permitted at times not allowed by this paragraph, provided the Contractor has received prior approval from the City Manager or his designee.

8.2 Point of Pickup of Commercial Refuse. Commercial Refuse customers shall place containers at locations that are mutually agreed upon by the customer and the Contractor and approved by the City which are convenient for collection by the Contractor. Where mutual agreement is not reached, the City Manager or his/her designee shall designate the location.

8.3 Commercial Receptacles. Commercial establishments shall use Mechanical Containers as defined in Section 5.20. Containers must be properly maintained and kept clean and sanitary.

8.4 Method of Collection of Commercial Refuse. The Contractor shall make collections with as little disturbance as possible. Any refuse spilled by the Contractor shall be picked up immediately by the Contractor. Contractor shall provide commercial customers gate service (opening and closing) at no additional fee.

9. SPECIAL EVENTS

The Contractor shall provide at no charge to the City for all services, containers and equipment required for waste collection and disposal at four (4) special City functions or sponsored events deemed appropriate by the City Manager or his/her designee.

10. SCHEDULES AND ROUTES

The Contractor shall provide the City with schedules for all collection routes and keep such information current at all times. Any proposed changes in route schedules must be pre-approved and the City shall be immediately notified in writing a minimum of 30 days in advance. The City Manager shall approve all permanent changes in routes or schedules that alter the day of pickup. Upon approval of the City Manager, the Contractor shall utilize mailers or door to door notices as well as publish on-line (websites) or in a newspaper of general circulation in Palm Beach County at least thirty (30) days prior to the effective date of such route or schedule changes. The cost of publication shall be borne solely by the Contractor.

The City reserves the right to deny Contractor's vehicles access to certain streets, alleys and public ways inside the City en route to the disposal site where it is in the interest of the general public to do so because of the condition of the streets, alleys and public ways. The Contractor shall not interrupt the regular schedule or quality of service because of street closures of less than eight (8) hours in duration. The City shall notify the Contractor of street closures of longer duration and arrangements for service will be made in a manner satisfactory to Contractor and City. Customers within the City shall receive reasonable notification of the schedules provided by the Contractor prior to commencement of service. Only local truck routes shall be used in transit, unless specifically for the purpose of collection.

10.1 Storm. In the event of a severe storm, hurricane, or other similar natural disaster, the City Manager or his/her designee shall grant the Contractor reasonable variance from regular schedules and routes. As soon as practicable after such storm, the Contractor shall advise the City Manager and the customer of the estimated time required before regular schedules and routes can be resumed. In case of a storm where it is necessary for the Contractor and the City to acquire additional equipment and/or to hire extra crews to clean the City of debris and Refuse resulting from the storm, the Contractor shall receive extra compensation above the Contract price for additional employees, overtime, and

cost of rental equipment, provided Contractor has first secured prior written authorization from the City Manager or his/her designee. The Contractor's reimbursement rates, both hourly and cubic yard and tonnage unit costs for disaster debris removal, reduction and disposal shall be negotiated annually prior to the City issuing an authorization to proceed. A detailed breakdown of direct costs is to be provided with billing. Contractor and City will perform post-event assessments to determine the severity of the event and if non-declared, methodology to proceed with immediate response when deemed safe to proceed. Contractor will not be expected to dispatch crews until it is mutually agreed and SWA is deemed operational.

10.2 Holidays. The Contractor will not provide service on the following holidays: Thanksgiving and Christmas. If the regular collection day falls on one of the aforementioned holidays, the Contractor shall collect the Refuse on the next regularly scheduled collection day. In the event the approved disposal facility (Palm Beach County Solid Waste Authority facility) is closed on a scheduled collection day other than a holiday, the Contractor shall notify the City of such an event in a timely basis.

11. **COLLECTION EQUIPMENT**

The Contractor shall have on hand at all times, in good working order and sanitary condition, such equipment as shall permit the Contractor to adequately and efficiently perform its contractual duties. Equipment shall be obtained from nationally known and recognized manufacturers of garbage collection and disposal equipment. The Collection vehicles used by the Contractor at the start of the Agreement shall not exceed a maximum age of five (5) years, unless it is used as a reserve vehicle only. Equipment utilized for any subsequent renewal/extension term will be exempt from the five (5) year age limitation.

Equipment shall be of the enclosed loader packer type, or other equipment which meets industry standards and is approved by the City. All equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times. The Contractor shall have available reserve equipment which can be put into service within four (4) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties.

Equipment is to be painted uniformly with the name of the Contractor, business telephone number and the number of the vehicle. The rear of the vehicle shall contain flashers, strobe lights and other warning signs or paint schemes to assist in cautioning the public of the hazards. All vehicles shall be numbered and a record kept of the vehicle and crew to which each number is

assigned. No advertising shall be permitted on vehicles, except of events sponsored by the City.

12. SPECIAL WASTE, HAZARDOUS WASTE, BIOHAZARDOUS WASTE, BIOLOGICAL WASTE AND SLUDGE

The Contractor shall not be required to collect and dispose of Special Waste, Hazardous Waste, Biohazardous Waste, Biological Waste or Sludge, but may offer such service in the City. All such collection and disposal for the types of waste referenced in this section, when performed by the Contractor, shall be in strict compliance with all federal, state and local laws and regulations.

13. DESCRIPTION OF THE WORK

The Contractor shall have the exclusive right to and shall collect all residential Recyclable Materials, including but not limited to, newspaper (including inserts), magazines and catalogs, aluminum foil and pie plates, glass, aluminum cans, polyethylene terephthalate (PET) and high density polyethylene (HDPE) bottles, corrugated cardboard, brown paper bags, mixed paper, drink boxes, set out for the purpose of recycling from all residential properties within the City limits. The collection of Recyclables shall be conducted utilizing two containers. The Contractor will coordinate with the City regarding any proposed change in collection of recyclables as proposed by the Solid Waste Authority (SWA).

Multifamily and commercial containerized recycling services shall utilize mechanical containers provided for and in colors approved by the Solid Waste Authority to collect Recyclable Materials. If other colors of containers are used, Contractor must purchase and affix Solid Waste Authority approved educational material to each container.

As it becomes appropriate or beneficial, other items may be added to the list of Recyclable Materials at the direction of the City Manager. Likewise, if it becomes unfeasible or financially impractical to continue collection of any one of the above items, the Contractor may petition the City Manager for approval to discontinue collection of those items. Any additional items need to be part of the SWA recycling program. The Contractor has the ability to request additional compensation for the additional service.

13.1 Frequency of Collection. The Contractor shall collect Recyclable Materials within the City at least one (1) time per week. The day of collection shall be on the same day as one of the collection days for solid waste.

13.2 Hours of Collection. Collection shall begin no earlier than six o'clock (6:00) a.m. and shall cease no later than six o'clock (6:00) p.m.; provided, however, that in the event of emergency or unforeseen circumstances, collection may be permitted at a time not allowed by this paragraph following approval by the City Manager or designee.

13.3 Point of Pickup of Recyclable Materials. Collection of Recyclable Materials shall be at curbside or other such locations as will provide ready accessibility to the Contractor's collection crew and vehicle. In the event an appropriate location cannot be agreed upon, the City Manager shall designate the location.

13.4 Receptacles. The Contractor shall pick up all Recyclable Materials which have been properly prepared for collection and placed in recycling containers or paper bags and set at curbside.

Receptacles shall be handled carefully by the Contractor and shall be thoroughly emptied and then left at the proper point of collection.

The Solid Waste Authority shall supply and Contractor distribute to each new residence within the City two (2) containers for Recyclable Materials and provide replacements to all residences as needed, using color, design and logo as designated by the City. The cost of these containers will be borne by SWA. The containers shall be A-1 Products Corporation, Model 9732, "BLUE BOX" and "YELLOW BOX", or equivalent approved by the SWA and the City. Receptacles may be imprinted with a logo and/or recycling theme as approved by the City. All recycling containers shall become the property of the City when distributed.

The Contractor shall maintain an adequate supply of containers to provide for replacements and for new residents. All recycling containers provided or replaced by the Contractor shall be identical in type, size and color for each type of recycling container.

13.5 Method of Collection of Recyclable Materials. Unless otherwise agreed in writing, the Contractor shall separate (2 PART) at the point of pickup, at least the newspaper from the aluminum cans, glass and plastics and place into different sections of the collection vehicle. The Contractor shall make collections with a minimum of noise and disturbance to the customer. Any Recyclable Materials spilled by the Contractor shall be picked up immediately. Recycling containers shall be thoroughly emptied and left inverted at the point of collection.

13.6 Schedules and Routes. Recyclable Materials collection for a dwelling unit shall be made on one of the two solid waste collection days for that dwelling unit. Therefore, schedules and routes shall match the schedules and routes for solid waste collection, except that the City Manager or designee is authorized to modify, extend or suspend schedules in the event of natural disaster, health hazard or any other state of emergency requiring such action.

The City reserves the right to deny Contractor's vehicles access to certain streets, alleys and public ways inside the City en route to the disposal site where it is in the interest of the general public to do so because of the condition of such streets, alleys and public ways. The Contractor shall not interrupt the regular schedule or quality of service because of street closures of less than eight (8) hours in duration. The City shall notify the Contractor of street closures of longer duration and arrangements for service will be made in a manner satisfactory to Contractor and City. Customers under this contract shall receive reasonable notification of the schedules provided by the Contractor prior to commencement of service. Only local truck routes shall be used in transit, unless specifically for the purpose of collection.

13.7 Monitoring Records. The Contractor shall furnish the following reports:
Monthly – Service Inquiry Log to include complaints, compliments, service requests, and missed pick ups. This log is to be delivered to the City no later than the 15th of each month.

Annually – Equipment list, Subcontractor list

13.8 Equipment. The Contractor shall have on hand at all times, in good working order and sanitary condition, such equipment as shall perform its contractual duties. Equipment shall be obtained from nationally known and recognized manufacturers of recycling equipment and shall be kept in good repair, appearance, and in a sanitary and clean condition at all times. Collection vehicles shall have separate compartments into which the different recyclable materials may be placed. Prior to purchasing equipment, it shall be the responsibility of the Contractor to determine the available space, turning radii, ceiling heights, etc. of the likely buyers or processors of the recycled materials.

The Contractor shall have available reserve equipment which can be put into service within four (4) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties.

The Contractor may also add his name and business telephone number to each side of the vehicle. The rear of the vehicle shall contain flashers, strobe lights and other warning signs or paint schemes to assist in cautioning the public of the hazards. All vehicles shall be numbered and a record kept of the vehicle and crew to which each number is assigned. No advertising shall be permitted on vehicles except that approved by the City.

13.9 Holidays. The Contractor will not provide service on the following holidays: Thanksgiving and Christmas. Residential Recyclable Materials not collected on Thanksgiving shall be collected on the next scheduled recycling collection service day. Residential Recyclable Materials not collected on Christmas Day shall be collected on the next scheduled solid waste collection day when possible, but not later than the next scheduled recycling collection day. In the event the approved disposal facility (Palm Beach County Solid Waste Authority facility) is closed on a scheduled collection day other than a holiday, the Contractor shall notify the City of such an event in a timely basis.

14. **PROMOTION: PUBLIC RELATIONS AND EDUCATION**

The City and the Contractor will share responsibility for the promotion of the recycling programs. The City and the Contractor will cooperate in the preparation of 500 printed brochures per year (paid for by Contractor and delivered to the City).

15. **DESCRIPTION OF WORK**

The Contractor shall provide vegetative waste collection and disposal within the City limits. The Contractor shall have the exclusive right to provide vegetative waste collection and disposal service within the City in accordance with the specifications herein. Landscape maintenance companies may haul vegetative waste resulting from their own activities.

15.1 Frequency of Collection. The Contractor shall collect Vegetative Waste from residences within the City one (1) time per week. The day of collection shall be on the same day as the collection day for solid waste.

15.2 Hours of Collection. Collection shall begin no earlier than 6:00 o'clock a.m. and shall cease not later than 6:00 o'clock p.m.; provided that in the event of emergency or unforeseen circumstances, collection may be permitted

at a time not allowed by this paragraph following approval by the City Manager or designee.

15.3 Point of Pickup of Vegetative Waste. Collection of Vegetative Waste shall be at curbside or other such locations as will provide ready accessibility to the Contractor's collection crew and vehicle. In the event an appropriate location cannot be agreed upon, the City Manager or his/her designee shall designate the location.

15.4 Preparation of Vegetative Waste for Collection. The Contractor shall pick up all Vegetative Waste generated from residential units as follows:

Vegetative Waste shall be placed adjacent to the pavement or traveled way of the street. Residents must bundle or containerize small or loose Vegetative Waste. Vegetative Waste items must be not more than six (6) feet in length or fifty (50) pounds in weight, and shall be placed neatly at the curb to comply for regular scheduled collection and not to exceed six (6) cubic yards per set out and if that occurs Contractor will take the specified volume and tag the remaining materials so residents are aware of the limitations and set-out standards.

In the event of a dispute between Contractor and a customer as to what constitutes Vegetative Waste, the situation will be reviewed and decided by the City Manager or his/her designee, whose decision shall be final.

15.5 Method of Collection of Vegetative Waste. The Contractor shall make collections with a minimum of noise and disturbance to the customer. Any Vegetative Waste spilled by the Contractor shall be picked up immediately by the Contractor. Contractor shall rake and sweep any vegetative waste left behind during the collection operation. The area shall be left neat and clean. Contractor agrees to place customer notification "tags" on all non-complying materials that exceed standard specifications and require special equipment (clamshell) collection. The "tag" will indicate how and when the additional service will occur and provide Contractor's customer service contact information.

15.6 Routes. The City reserves the right to deny Contractor's vehicles access to certain streets, alleys and public ways inside the City en route to the disposal site where it is in the interest of the general public to do so because of the condition of such streets, alleys and public ways. The Contractor shall not interrupt the regular schedule or quality of service because of street closures of less than eight (8) hours in duration. The City shall notify the Contractor of street

closures of longer duration and arrangements for service will be made in a manner satisfactory to Contractor and City. Customers under this contract shall receive reasonable notification of the schedules provided by the Contractor prior to commencement of service. Only local truck routes shall be used in transit, unless specifically for the purpose of collection.

15.7 Equipment. The Contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor to adequately and efficiently perform its contractual duties. Equipment shall be obtained from nationally known and recognized manufacturers of collection and disposal equipment. Collection vehicles shall be of the enclosed loader parker type or other vehicle designed to allow for efficient collection of Vegetative Waste. The equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times.

The Contractor shall have available reserve equipment which can be put into service within four (4) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties.

15.8 Holidays. The Contractor will not provide service on the following holidays: Thanksgiving and Christmas. Vegetative Waste not collected on Thanksgiving shall be collected on the next scheduled vegetative waste collection service day. Vegetative Waste not collected on Christmas Day and Thanksgiving Day shall be collected on the next vegetative waste collection day. In the event the approved disposal facility (Palm Beach County Solid Waste Authority facility) is closed on a scheduled collection day other than a holiday, the Contractor shall notify the City of such an event in a timely basis.

16. **CONTRACTOR'S PERSONNEL**

16.1 Contractor's Officer(s). The Contractor shall assign a qualified person or persons to be in charge of the operations within the City. The Contractor shall give the names, address and phone number of these persons to the City. Information regarding the person's experience and qualifications shall be furnished. Supervisory personnel must be present on the routes to direct operations in a satisfactory manner. Said supervisor(s) 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 supervisor(s) shall operate a vehicle which is radio equipped.

16.2 Dangerous Animals and Refuse Collection. Employees of the Contractor shall not be required to expose themselves to the danger of being bitten by vicious dogs in order to accomplish refuse collection. In any case where the owner or tenants have such animals at large, the Contractor shall immediately notify the City Manager of such condition and of its inability to make collection because of such conditions.

16.3 Conduct of Employees. The Contractor shall ensure that its employees serve the public in a courteous, helpful and impartial manner. Contractor's collection employees will be required to follow the regular walk for pedestrians while on private property. No trespassing by employees will be permitted nor crossing property of neighboring premises unless residents or owners of both such properties shall have given permission. Care shall be taken to prevent damage to property, including cans, carts, racks, trees, shrubs, flowers and other plants.

16.4 Employee Uniform Regulations. The Contractor's solid waste collection employees shall wear a uniform or shirt bearing the company's name. Lettering stitched on or identifying patches permanently attached to uniform shirts and jackets will be acceptable. The Contractor shall keep a record of employees' names and numbers assigned.

16.5 Compliance with State, Federal and Municipal Law. The Contractor shall comply with all applicable City, 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.

16.6 Fair Labor Standards Act. The Contractor is required and hereby agrees by execution of the 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 Standard Act, as amended and changed from time to time.

16.7 Other Employee Benefits. The Contractor shall furnish reasonable uniforms, rain gear and safety equipment. Each vehicle operator shall at all times carry a valid Florida Commercial Driver's License for the type of vehicle that is being driven. The Contractor shall provide operating and safety training for all personnel.

17. **PAYMENT AND BILLING**

17.1 Compensation. The City shall pay the Contractor compensation for the performance of the Contract, the sums due based on the unit prices as listed in **Schedule D - Fee Schedule** ____ . Contractor shall submit an invoice by the 10th of each month for services rendered during the preceding month, and payments will be made to the Contractor within 30 days upon receipt and verification of the invoice submitted.

17.2 Billing Procedures.

Any new unit shall be considered to be occupied when a certificate of occupancy has been issued. Proof of demolition of existing units shall be demolition permits issued by the Building Division. The number of units shall be reviewed not less than monthly by the City and the Contractor. Any adjustment as a result of this review shall be billed by the Contractor.

17.3 Disposal Costs. Residential and commercial solid waste disposal costs shall be separated from residential and commercial collection service costs. Residential disposal costs will be part of the special assessment billed by the Solid Waste Authority of Palm Beach County except as otherwise provided in this Agreement. The Contractor will be given a disposal credit for each residential unit as calculated by the Solid Waste Authority; however, the Contractor agrees to bill new units for hauling and disposal from the date of the certificate of occupancy. The non-assessed portion of the commercial disposal costs will be part of the service charge billed by the Contractor. The Contractor shall pay the Authority for all solid waste disposal costs incurred for disposing of all solid waste at the Authority's Disposal Facilities except for the portion of disposal costs which have been separately assessed by the Authority. Any changes in non-assessed portion of commercial disposal costs will be reflected in the service charge billed by the Contractor.

17.4 Unusual Changes or Costs. The Contractor may petition the City to adjust the rates in **Schedule D – Fee Schedule** ____ based upon unusual and unanticipated increases in the cost of doing business, including but not limited to a change in law or regulation ("Change in Law"). Any such request shall be supported by full documentation establishing the increase in costs and the reasons therefor.

"Change in Law" means (i) the adoption, or modification after the date of this Agreement of any law, regulation, order, statute, ordinance, or rule 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, or 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 the 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 (unrelated to employment), such fee, charge or tax shall be treated as a Change in Law.

The Contractor's request must be made within ninety (90) days of the occurrence of such unusual change or cost, and shall contain substantial proof and justification, as determined by the City Manager, to support the need for the rate adjustment. The City may request from the Contractor, and the Contractor shall provide, such further information as may be reasonably necessary in making its determination. The City shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the City.

17.5 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. "Force Majeure" shall mean:

- (a) An act of God, including hurricanes, tornadoes, landslides, lightning, earthquakes, weather conditions, fire, flood, explosion, act of terrorism, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockade or insurrection, riot, civil disturbance, governmental actions or regulations, governmental requests or requisitions for national defense, or breakdown or injury to, or shortage in, facilities used for the handling, processing or transportation of Solid Waste or any other cause beyond the reasonable control of either party to the extent that such conditions affirmatively prevent a party from performing in accordance with the terms of this Agreement;
- (b) The binding decision of any court of competent jurisdiction, administrative agency or governmental body (excluding decisions of federal courts interpreting federal tax laws, and decisions of State courts interpreting State tax laws) that directly impacts a party's ability to perform in accordance with the terms of this Agreement if such decision is not also the result of the intentional 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 decision 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; or

- (c) The suspension, termination, interruption, denial, or non-renewal of any permit or approval essential to the operation of the Contractor, not resulting from the intentional or negligent actions of the Contractor.

17.6 Fixed Annual Price Adjustment.

Compensation payable to the Contractor for all rates and fees charged pursuant to **Schedule D – Fee Schedule** shall be adjusted annually to include a fixed five (5) percent increase. The five percent (5%) annual increase shall take place on December 1, 2026 and annually each December 1st thereafter.

17.7 Level and Type of Service for Collection of Other Wastes. Where the Contractor agrees to collect Special Waste or Sludge, a written agreement between the Contractor and the customer shall be entered into regarding the level and type of service to be provided, at a rate to be negotiated between the parties involved. However, upon failure of the parties to reach such an agreement for commercial services only, either party may apply to the City Manager, who shall establish the level and type of services to be provided, including the area of the container and number of pickups per week. All such collection and disposal for those types of waste in this section, when performed by the Contractor, shall be in strict compliance with all Federal, State, and Local laws and regulations.

18. **CONTRACT PERFORMANCE**

The Contractor's performance of the Contract shall be supervised by the City Manager or his/her designee. The failure of the City at any time to require performance by the Contractor of any provision thereof shall in no way affect the right of the City thereafter to enforce same. Furthermore, no waiver by the City of any breach of the provisions hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

19. **COOPERATION/COORDINATION**

The City and its authorized representatives shall be permitted free access and every reasonable facility for the inspection of all work, equipment and facilities of Contractor.

20. COMPLAINTS AND COMPLAINT RESOLUTION

20.1 Office. The Contractor shall maintain a local office. The office shall be equipped with sufficient telephones with at least one local phone number, and shall be open during normal business hours, 8:00 o'clock a.m. to 5:00 o'clock p.m., Monday through Friday. All calls must be handled on a timely basis. An emergency after-hours telephone number and contact will be provided to the City Manager or his/her designee. The local office is located at 651 Industrial Way, Boynton Beach. The contractor agrees to provide a local number and dispatch a representative to a customer's house or business to respond to any issues within 24 hours.

20.2 Complaints. The Contractor shall document all complaints and enter them electronically into the Contractor's database. This method will be used for tracking purposes and will be submitted to the City electronically for resolution processing. Such record shall be available for City inspection at all times during business hours. The form shall indicate the day and hour on which the complaint was received and the day and hour on which it was resolved. Complaint resolution shall occur within 24 hours (but repair of damage may take longer). Contractor may, in the sole discretion of the City, be fined \$1,000.00 per day for any Route Not Completed on the scheduled collection day. "Route Not Completed" shall mean more than 3% of homes on a route were not serviced on a scheduled collection day (but excluding any homes not completed due to any Force Majeure circumstances).

21. DEFAULT AND DISPUTE OF THE AGREEMENT

It shall be the duty of the City Manager or his/her designee to observe closely the Contractor's services pursuant to the Contract. Any of the following events shall be deemed to be a material breach of contract.

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

(2) By order or decree of a court, the Contractor shall be adjudged bankrupt, or an order shall be made approving a petition filed by any of its

creditors or by any of the Stockholders of the Contractor seeking its reorganization or the readjustment of its indebtedness under Federal Bankruptcy laws or under any law or statute of the United States or of any state thereof; provided that, if any such judgment or order is stayed or vacated within sixty (60) days after the entry thereof, any notice of cancellation shall be and become null, void, and of no effect; or,

(3) By or pursuant to or under authority of any legislative act, resolution, or rule, or any order or decree of any court of 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 of control shall continue in effect for a period of sixty (60) days; or,

(4) The Contractor shall voluntarily abandon, desert, or discontinue its operations hereunder; or,

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

(6) The Contractor has abandoned, failed, or refused to perform or observe each and every promise in the Contract, or has failed or refused to comply with the instructions of the City Manager relative thereto, and such default is not cured within 30 calendar days after receipt of written notice from the City. If the Contractor fails to so cure the default, the City Manager shall so notify the City Council and a public hearing shall be set for a date within fifteen (15) calendar days of such notice. The City Manager shall, not less than five (5) calendar 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 the Contract. Should the Contractor fail to appear at the hearing or fail to show cause why it has not breached the terms of the Contract to the reasonable satisfaction of the City, the City shall declare a breach on the Contract and notify the Contractor and the surety on the performance bond of such a declaration of breach, or authorize the City Manager to take such other action.

If the Contractor or his surety fails to cure such breach within thirty(30) business days or such other longer time deemed reasonable by the City Manager, then the City may thereupon declare the Contract canceled.

Any transfer or assignment of the responsibilities of the Contractor by the surety must be approved by the City. The Contractor shall be excused from

performance in cases of war, insurrection, riot, acts of God, or other causes beyond the Contractor's control.

(7) Except as otherwise provided in the Contract, any dispute concerning a question of fact or of interpretation of a requirement of the Contract which 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, the party shall be afforded an opportunity to be heard and to offer evidence in support of its version of the facts and interpretation of the Contract. The City Manager shall make such explanation as may be necessary to complete, explain or make definite the provisions of the Contract and the findings and conclusions shall be final and binding on both parties. If the Contractor believes the City Manager's findings or conclusion is unreasonable or unsupported, then the Contractor may ask for the dispute to be submitted to mediation (to be paid for jointly by both parties).

The Contractor expressly recognizes the paramount right and duty of the City to provide adequate waste collection as a necessary government function, 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 for an adjustment of the matter or matters in dispute, or present the matter to a court of competent jurisdiction with venue in Palm Beach County in an appropriate suit instituted by the Contractor or by the City within thirty (30) calendar days of the parties' failure to resolve the dispute after mediation.

22. RIGHT TO REQUIRE PERFORMANCE

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 the same, nor shall waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provisions, or as a waiver of any provision itself.

23. PERMITS AND LICENSES

The Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinances and maintain the same in full force and effect.

24. TITLE TO WASTE

The City reserves the right at all times to hold title and ownership to all Refuse, Vegetative Waste or Recyclable Materials collected by the Contractor.

25. FRANCHISE FEES

The Contractor shall pay to the City a fee of three (3) percent of all revenues collected by the Contractor arising out of solid waste collection services or operations conducted in the City. Solid waste disposal costs paid by the Contractor shall be deducted from the gross revenue total prior to applying the calculation of the franchise fee due to the City. Franchise fees shall be payable within thirty (30) days of the last day of each calendar quarter.

26. SUBCONTRACTORS, ASSIGNMENT AND CHANGE OF CONTROL

A list of any subcontractors (should any be used) will be provided to the City. Contractor shall make no assignment of its rights or obligations under the Contract without first obtaining the written consent of the City, which may be granted or withheld in its sole discretion.

27. BONDS

27.1 Performance Bond. The Contractor shall furnish a performance bond in the form attached to these specifications as security for the performance of the Contract with the City. Said performance bond will be in the amount of one (1) year (12-months) equivalent revenue and remain in force for the duration of the Contract and renewed annually at the equivalent amount. The premium for the performance bond described above shall be paid by the Contractor. The performance bond shall be written in a surety company licensed to do business in the State of Florida with an A.M. Best Financial Rating of A Class VI or higher for the most current calendar year available.

28. INSURANCE REQUIREMENTS

28.1 Contractor Insurance. During the life of the Contract, the Contractor shall procure, maintain and provide the City with certificates of insurance as evidence of the insurance required under this Section 29. The City shall be an additional insured (except on Worker's Compensation) on this insurance with respect to all claims arising out of the operations or work to be performed.

Cancellation of said insurance shall not be effectuated without thirty (30) days' prior written notice to City.

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

28.1.1 Worker's Compensation

The Contractor shall provide and maintain during the life of the Contract, at his own expense, Workers Compensation Insurance coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include employers' liability insurance in an amount not less than \$100,000 each accident, \$100,000 by disease and \$500,000 aggregate by disease. If any operations are to be undertaken on or about navigable waters, coverage must be included pursuant to the Longshoremen and Harbor Workers Act and the Jones Act.

28.1.2 Comprehensive General Liability

The Contractor shall provide and maintain during the life of the Contract, at his own expense Comprehensive General Liability Insurance. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy filed by the Insurance Services Office and must include:

Minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability.

Premises and/or operations.

Independent contractors.

Products and/or completed operations.

The contractual coverage must specify that it covers the Indemnification Agreement which is part of this contract.

28.1.3 Business Automobile Policy

The Contractor shall provide and maintain during the life of the Contract, at his own expense, Comprehensive Automobile

Liability Insurance. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Services Office and must include:

Minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability.

Owned vehicles.

Hired and non-owned vehicles.

Employer's non-ownership. The contractual coverage must specify that it covers the Hold Harmless Agreement which is part of this Contract.

28.1.4 Umbrella Liability. In addition to the above limits, the Contractor shall provide at least a \$5,000,000 umbrella or excess liability insurance policy.

28.2 Certificate of Insurance. Certificates from the insurance carrier stating the types of coverage provided, limits of liability, and expiration dates, shall be filed with the City before operations are commenced.

29. **COMPLIANCE WITH LAWS AND REGULATIONS**

The Contractor hereby agrees to abide with all applicable Federal, State and local laws and regulations. It is understood that the City has ordinances for effectuating a solid waste control program. It is the responsibility of the Contractor to become familiar with such ordinances, and it is understood that, if any provisions of said ordinances are in conflict with the conditions of the Contract, the ordinances shall be the governing factor for performances of the Contract.

30. **INDEMNIFICATION**

The Contractor hereby agrees to protect, defend, indemnify and hold harmless the City, its officers, agents and employees from and against any and all claims against the City, its officers, agents and employees, by a third party for loss or damage of any nature or kind arising out of or resulting from the negligent or intentional acts or omissions, willful misconduct or breach of any law or any provision of this Agreement by Contractor, its officers, agents, employees,

servants or contractors (specifically including subcontractors), except to the extent that such loss or damage was caused by the negligent or intentional acts or omissions, willful misconduct, or breach of any law or any provision of this Agreement by the City, its officials, agents or employees. In connection with any legal proceedings arising hereunder, the City reserves the right to retain counsel of its choice and at its own expense, or, in the alternative, approve counsel obtained by the Contractor.

31. BOOKS AND RECORDS

The Contractor shall maintain separate records of accounts, complaints, routes and other contract information specific to the City's contract area. The City shall have the right to review all records that pertain to the Contract which are maintained by the Contractor upon ten (10) days' prior written notice.

32. SCRUTINIZED COMPANIES

CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

32.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

32.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

32.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

32.2.2 Is engaged in business operations in Syria.

33. E-VERIFY ELIGIBILITY

CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

33.1 Definitions for this Section:

33.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, Waste Management Inc. of Florida.

33.1.2 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

33.1.3 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

33.2 Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

33.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

33.2.2 All persons (including subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Westlake. The Contractor acknowledges and agrees that registration and 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 with the City of Westlake; and

33.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to

provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

34. PUBLIC RECORDS

34.1 The City of Westlake is a public agency subject to Chapter 119, Florida Statutes. Contractor shall comply with Florida's Public Records Law. Specifically, CONTRACTOR shall:

34.1.1 Keep and maintain public records required by the CITY to perform the service;

34.1.2 Upon request from the CITY's custodian of public records, provide the CITY 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 Chapter 119, Florida Statutes, or as otherwise provided by law;

34.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after CONTRACTOR transfers the records in its possession to the CITY; and

34.1.4 Upon completion of the Agreement, and upon request of the City, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by CONTRACTOR must be provided to the CITY, upon

request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

34.2 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a default and breach of this Agreement, for which, the CITY may terminate the Agreement in accordance with the terms herein.

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:

**CITY CLERK
4001 SEMINOLE PRATT WHITNEY ROAD
WESTLAKE, FL 33470
561-530-5880
zburgess@westlakegov.com**

34.3 Pursuant to Section 119.0715, F.S., trade secrets held by the City are confidential and exempt from Section 119.07(1), F.S. and Section 24(a) Article I of the State Constitution. "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process that (a) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

35. NOTICES

Any notice required hereunder shall be in writing and delivered in person, by telecopy or by certified mail to either party at its business address shown herein.

36. WAIVER:

The waiver of any breach of any provision hereunder by either party shall not be deemed to be a waiver of any preceding or subsequent breach hereunder.

37. SOVEREIGN IMMUNITY

Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

38. GOVERNING LAW:

This agreement shall be construed in accordance with the laws of the State of Florida. Venue shall lie exclusively in Palm Beach County.

39. SEVERABILITY:

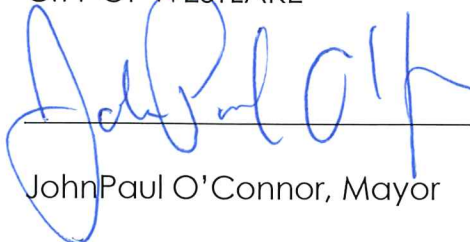
If any paragraph, section, sentence, clause or phrase contained in this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court or administrative body of competent jurisdiction to be illegal, null or void or against public policy, the remaining paragraphs, sections, sentences, clauses or phrases contained in this Agreement shall not be affected thereby.

40. ENTIRE AGREEMENT:

This Agreement constitutes the entire Agreement between the parties relating to the subject matter hereof, and supersedes any oral or written representations, assurances, claims or disclaimers made either prior to or simultaneous with the execution hereof. This Agreement may be amended only by an instrument in writing signed by both parties. The City and Contractor agree that this Agreement shall not and does not create any rights in any third persons. There are no third-party beneficiaries of this Agreement.

IN WITNESS HEREOF, the City and Contractor have set their hands and seals on the day and year first above written to this Agreement and three counterparts, each of which shall constitute an original.

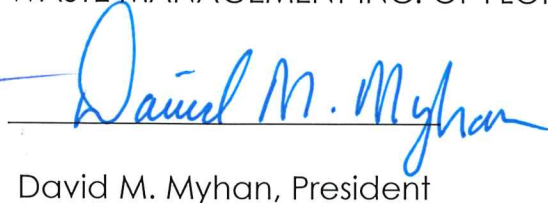
CITY OF WESTLAKE



John Paul O'Connor, Mayor

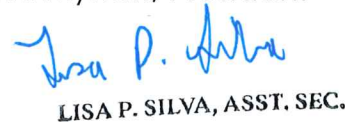
ATTEST:

WASTE MANAGEMENT INC. OF FLORIDA



David M. Myhan, President

ATTEST:



LISA P. SILVA, ASST. SEC.



Dalt Spruill

By: _____

City Clerk

Approved as to form and
legal sufficiency:

W. J. Foddy Waste Management, Inc 11/4/25

City Attorney

Schedule D – Fee Schedule
REFUSE, MULTI-MATERIAL RECYCLING AND
VEGETATIVE WASTE COLLECTION RATES

Effective December 1, 2025

REFORMATTING
Rate Schedule D pursuant to the RFP

Schedule D – Fee Schedule
REFUSE, MULTI-MATERIAL RECYCLING AND
VEGETATIVE WASTE COLLECTION RATES

City of Westlake
Effective December 1, 2025

ALL COLLECTION RATES INCLUDE FRANCHISE FEES

Residential Curbside Collection

Monthly Service

	1-Dec-25	
Garbage Collection	\$	17.07
Yard Waste	\$	4.70
Recycling	\$	4.97
Bulk Waste (Cost included in the Rate for Garbage)		
Total Fees-Contractor	\$	26.74

City of Westlake
Commercial Rate Schedule
Effective December 1, 2025

ALL COLLECTION RATES INCLUDE FRANCHISE FEES

Non-Compacted Yardage - Detail Pricing

2 - Cubic Yard	<i>Pickups per Week</i>						
	1	2	3	4	5	6	
Collection Rate	\$ 88.25	\$ 176.49	\$ 264.74	\$ 352.98	\$ 441.23	\$ 529.47	\$ -
Disposal Charge	\$ 24.33	\$ 48.67	\$ 73.00	\$ 97.34	\$ 121.67	\$ 146.01	\$ -
Container Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Regulated Rates	\$ 112.58	\$ 225.16	\$ 337.74	\$ 450.32	\$ 562.90	\$ 675.48	\$ -
4 - Cubic Yard							
Collection Rate	\$ 159.31	\$ 318.62	\$ 477.93	\$ 637.24	\$ 796.55	\$ 955.86	\$ -
Disposal Charge	\$ 48.67	\$ 97.34	\$ 146.01	\$ 194.68	\$ 243.35	\$ 292.02	\$ -
Container Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Regulated Rates	\$ 207.98	\$ 415.96	\$ 623.94	\$ 831.92	\$ 1,039.90	\$ 1,247.88	\$ -
6 - Cubic Yard							
Collection Rate	\$ 219.48	\$ 438.95	\$ 658.43	\$ 877.90	\$ 1,097.38	\$ 1,316.86	\$ -
Residential Curbside Collector	\$ 73.00	\$ 146.01	\$ 219.01	\$ 292.02	\$ 365.02	\$ 438.02	\$ -
Container Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Regulated Rates	\$ 292.48	\$ 584.96	\$ 877.44	\$ 1,169.92	\$ 1,462.40	\$ 1,754.88	\$ -
8 - Cubic Yard							
Collection Rate	\$ 266.63	\$ 533.26	\$ 799.89	\$ 1,066.53	\$ 1,333.16	\$ 1,599.79	\$ -
Disposal Charge	\$ 97.34	\$ 194.68	\$ 292.02	\$ 389.35	\$ 486.69	\$ 584.03	\$ -
Container Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Regulated Rates	\$ 363.97	\$ 727.94	\$ 1,091.91	\$ 1,455.88	\$ 1,819.85	\$ 2,183.82	\$ -

**Schedule D – Fee Schedule (Cont.)
REFUSE, MULTI-MATERIAL RECYCLING AND
VEGETATIVE WASTE COLLECTION RATES**

**City of Westlake
Effective December 1, 2025**

COMMERCIAL / INDUSTRIAL ROLLOFF SERVICES

Rolloff Service	Current Rate
Cost per pull >12 yds	\$ 444.29 per pull plus disposal @ \$42 per ton

**PALM BEACH COUNTY SOLID WASTE AUTHORITY
DISPOSAL RATE CALCULATION**

	MSW / Trash	C & D	Vegetation
Tonnage Rate	\$ 42.00	\$ 80.00	\$ 35.00
Lbs. / Yard	134		
Disposal / Yard	\$ 2.81		