

ORDINANCE NO. 2768-09

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA GRANTING A RESIDENTIAL, COMMERCIAL AND CONSTRUCTION SOLID WASTE COLLECTION FRANCHISE TO WASTE PRO OF FLORIDA, INC.; PROVIDING TERMS, CONDITIONS AND OTHER PROVISIONS; PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City of Winter Park, Florida (the "city") has previously granted a franchise for the collection of solid waste materials from residential and commercial establishments within the city, the term of which franchise expired April 30, 2009; and

**WHEREAS**, the city, pursuant to the authority granted by Article VIII, Section 2, Florida Constitution (1968, as amended), Section 166.021, Florida Statutes, Section 180.14, Florida Statutes, and Chapter 403, Part IV, Florida Statutes, may grant to private companies or corporations the privilege or franchise for the collection and disposal of garbage and other solid waste, for such term of years and upon such conditions and limitations as may be deemed expedient and for the best interest of the City; and

**WHEREAS**, Section 2.11 (b) (4) of the Charter of the city authorizes the granting, renewing or extending of a franchise; and

**WHEREAS**, the city has requested proposals for solid waste collection within the city,

**WHEREAS**, after due and proper review, evaluation, and consideration of the proposals submitted, the city finds that it is expedient and in the best interest of the city to award a franchise to Waste Pro of Florida, Inc. a Florida corporation, for the collection and disposal of bulk trash, refuse, vegetative waste, recyclable materials, white goods, and construction and demolition debris from residents, businesses, and other entities within the municipal boundaries of the City of Winter Park;

NOW, THEREFORE, be it enacted by the people of the City of Winter Park as follows:

**SOLID WASTE COLLECTION FRANCHISE**

Section 1. Grant of franchise.

That there is hereby granted to Waste Pro of Florida, Inc. (herein called the "Franchisee"), its successors and assigns, the exclusive right, privilege or franchise to collect garbage, refuse, trash and other solid waste materials from residential and commercial establishments within the City of Winter Park, Orange County, Florida.

Section 2. Exclusive right.

So long as franchisee shall perform the services set forth herein, no other private refuse collector shall be permitted by the city to provide residential and commercial solid waste collection services within the city, except upon the prior written consent of the franchisee.

Section 3. Contract.

The franchise shall be carried out in accordance with the contract attached to this ordinance.

Section 4. Illegal provisions.

If any provision of the franchise shall be declared illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

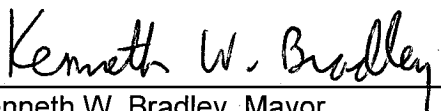
Section 5. Repeal.

All ordinances or portions thereof in conflict herewith are hereby repealed.

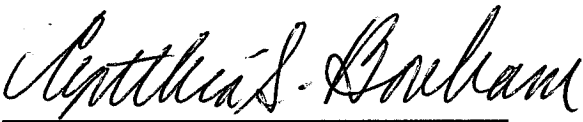
Section 6. Effective date.

This ordinance shall take effect immediately upon its final passage and adoption. The franchise herein created shall become effective as to the franchisee named herein on the date when the franchisee accepts the same in writing, which date shall not be more than thirty (30) days after the date of final passage and adoption.

Adopted at a regular meeting of the City Commission of the City of Winter Park, Florida, held at City Hall, Winter Park, Florida on the 27<sup>th</sup> day of April, 2009.

  
\_\_\_\_\_  
Kenneth W. Bradley, Mayor

ATTEST:

  
\_\_\_\_\_  
Cynthia S. Bonham, City Clerk

## SOLID WASTE AGREEMENT

**THIS AGREEMENT** made and entered into this 1<sup>st</sup> day of May, 2009, by and between the **CITY OF WINTER PARK, FLORIDA**, a Florida Municipal Corporation, located at 401 Park Avenue South, Winter Park, Florida 32789 (hereinafter "City") and **WASTE PRO OF FLORIDA, INC.**, a Florida Corporation, located at 2101 West SR 434, Suite 301, Longwood, Florida 32779 (hereinafter "Contractor").

### WITNESSETH:

**WHEREAS**, there is an immediate and continuing need for the collection and disposal of bulk trash, refuse, vegetative waste, recyclable materials, white goods, and construction and demolition debris from residents, businesses, and other entities within the municipal boundaries of the City of Winter Park; and

**WHEREAS**, Contractor has the necessary equipment, personnel, and experience to properly perform the collection and disposal services described herein; and

**WHEREAS**, it appears to be in the best interests of the public health, safety, and welfare of the citizens of the City of Winter Park and its resident businesses and entities to award a franchise to Contractor to provide for the collection and disposal of bulk trash, refuse, vegetative waste, and recyclable materials upon the terms and conditions more particularly described herein.

**NOW THEREFORE**, in consideration of the mutual covenants, agreements, and consideration contained herein, the City and Contractor agree as hereinafter set forth:

## TECHNICAL SPECIFICATIONS

### SECTION 1. DEFINITIONS

#### 1. Definitions.

The following words and phrases contained in this Agreement shall have the meaning set forth in this section unless the context clearly indicates otherwise:

**Authorized Representative:** Person authorized to represent the City as designated by the City Manager.

**Bags:** Biodegradable or plastic sacks designed for solid waste with sufficient wall strength to maintain physical integrity when lifted from the tip, securely tied at the top for collection, with a capacity not to exceed thirty-two (32) gallons and a loaded weight not to exceed fifty (50) pounds.

**Bidder:** Any firm, corporation, organization, agency, or joint venture submitting a bid for the work proposed or its duly authorized representative.

**Bin:** Typical 18 gallon open top durable plastic container for residential recycling. Bins are uniform in color and fixed with a logo approved by the City Of Winter Park.

**Bulk Waste:** Any tangible item such as furniture, white goods, carpet, grills, lawn equipment, furnaces, bicycles, excluding motor vehicles (with exception of used tires), or similar property not having a useful purpose to the owner or abandoned by the owner and not included within the definitions of garbage, yard waste, or rubbish. A customer at a residential unit in the Contractor's service area shall generate residential bulk waste from time to time or during moving in or out of unit. Carpet shall be no greater than 6' X 10', rolled and weigh less than 50 pounds.

**Cart:** Shall mean a plastic sixty-four (64) or ninety (96) gallon toter cart with wheels dumped mechanically by a collection vehicle and able to be serviced by Contractor.

**City:** The City of Winter Park under the direct supervision of the City Manager.

**City Commission:** The elected governing body of the City of Winter Park, Florida

**City Code or Code:** Shall mean the Code of Ordinances of the City of Winter Park, Florida.

**City's Project Manager:** The Project Manager has responsibility for the day-to-day administration of the resulting contract for the City and shall be the Water & Wastewater Utility Director or his/her designee.

**Collection and Disposal Service:** Shall mean the process whereby refuse, bulk trash, vegetative waste, or recyclable material is collected and transported for disposal by Contractor under this Agreement to a designated facility or some other approved disposal facility.

**Collection and Disposal Equipment:** Shall mean any vehicle and equipment that are used by Contractor to perform the collection and disposal service required by this Agreement including, but not limited to, all vehicles, mechanical containers, mechanical carts, and all other equipment.

**Collection Vehicle:** Shall mean any vehicle that is used by Contractor to perform the collection and disposal service required by this Agreement.

**Collection Regulations:** Shall mean any local, state, and federal laws and administrative rules that regulate any and all aspects of collection and disposal services, as may be in existence during the term of this Agreement.

**Commercial Service:** Collection and disposal service provided to business establishments, churches, schools, office buildings, restaurants and other commercial establishments.

**Commercial Trash:** Any and all accumulation of paper, rags, excelsior or other packing materials, furniture, appliances, wood, paper or cardboard boxes or containers, sweepings, and any other similar accumulation not included under the definition of garbage, generated by the operation of stores, offices, restaurants, and other commercial establishments. Commercial trash shall not include special waste.

**Complaint:** Shall mean verbal or written indication from a customer or the Authorized Representative of a problem with any aspect of the collection and disposal services provided by Contractor pursuant to this Agreement, whether or not the problem results in a service call by Contractor.

**Container:** Shall mean and include plastic or metal containers 2 cubic yards and greater dumped mechanically by a collection vehicle and able to be serviced by Contractor including, but not limited to, dumpsters, front load and compaction type containers. However, Mechanical container does not include mechanical carts.

**Construction and Demolition Debris:** Discarded materials generally considered to be not water soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, or asphalt 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 such debris from construction of structures at a site remote from the construction or demolition site. The term includes rocks, soils, tree remains, trees, and other vegetative matter which normally results from land clearing or land development operations for a construction project; clean cardboard, paper, plastic, wood, and metal scraps from a construction project; and de minimis amounts of other nonhazardous wastes that are generated at construction or demolition projects, provided such amounts are consistent with best management practices of the construction and

demolition industries. Mixing of construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris.

**Contract or Agreement:** The Franchise Agreement executed by the City and the Contractor for the performance of the work. The Franchise Agreement shall be substantially in the form provided in these Specifications.

**Contractor or Vendor:** The person, firm, corporation, organization, agency or joint venture with whom the City has executed a Franchise Agreement for performance of the Work or supply of equipment or materials or his duly authorized representative. The Contractor or Vendor is also the Franchisee under the Franchise Agreement.

**Contractor's Project Manager:** The Project Manager has responsibility for the day to day administration of the resulting contract for the Contractor and shall be designated prior to execution of the contract.

**Contractor's Route Supervisor:** The route supervisor or designee has responsibility for the day-to-day operations resulting from contract for the Contractor who shall be available during rendering of all city services and who is authorized to take corrective or remedial actions to ensure high quality and timely service. Contractor shall provide mobile phone/radio to City Project Manager to ensure direct communication while performing services.

**CPI:** Shall mean the Consumer Price Index (1982-84=100) for the U.S. City average Southern Region - all items - all urban customers - published by the United States Department of Labor, Department of Labor Statistics.

**Customer:** Shall mean City and any person, establishment or entity that receives, is required to receive, or requests collection and disposal services within the service area.

**Curbside:** The area within eight (8) feet of the maintained road right of way, whether the road is publicly or privately maintained. Curbside shall include any area up to ten (10) feet of a maintained road right of way if such road is undergoing construction or adjacent unimproved property. "Curbside pickup" or service "at the curb" shall mean that area at a residence provided such area is reasonably accessible to the Contractor. "Side yard" service shall be given to disabled person(s) households, if requested, at no additional cost. Side yard service shall include collection of household waste and recyclables. Yard waste shall be placed at curbside for collection. Disabled households shall be defined as a household occupied by a single individual that is disabled or a household occupied by two individuals in whom both persons are disabled.

**Disposal or Recycling Facility:** A facility permitted or approved by the Florida Department of Environmental Protection to receive, process, transfer, landfill and/or otherwise dispose of solid waste, yard trash or recycle materials.

**Disposal Costs:** Shall mean the "tipping fees" or landfill costs charged to the Contractor by others for the disposal of waste collected by the Contractor in performing collection and disposal services provided hereunder.

**Dispute:** Shall mean a disagreement between Contractor and City concerning a question of fact, interpretation of this Agreement, Contractor's compliance and performance with the terms and conditions of this Agreement, and Contractor's level of service provided while performing collection and disposal services.

**Franchise.** There is hereby granted to Contractor an exclusive right, privilege or franchise to collect and transport for disposal solid waste, recycling, and construction and demolition debris within the service area, during the term of this Agreement and subject to the limitations and conditions as set forth in this Agreement. All rights granted to Contractor hereunder shall be subject to the continuing right of the City to regulate the City's rights-of-way and to protect the public health, safety, and welfare as shall, at the sole discretion of the City, be in the public's interest. The grant of this franchise shall not affect the City's right to provide collection and disposal services not expressly and unambiguously provided hereunder to Contractor on an exclusive basis or during an emergency. Nothing under this Agreement shall be construed as providing any franchise for collection and disposal services not expressly provided for hereunder.

**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 special waste.

**Hazardous Waste:** Solid waste, or a combination of solid wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. (Regulated by the Florida Department of Environmental Protection (FDEP) pursuant to Chapter 62-730, Florida Administrative Code.)

**Household Furniture:** All movable compactable articles or apparatus such as chairs, tables, sofas, mattresses, etc., for equipping a house.

**Household Waste:** Any solid waste, including garbage, and trash derived from households, including single and multiple residences, crew quarters, picnic grounds, and day-use recreation areas.

**Industrial Solid Wastes:** Solid waste generated by manufacturing or food processes that are not a hazardous waste. Such waste may include, but is not limited to, waste resulting from the following manufacturing processes: electric power generation; fertilizer/agricultural chemicals; food and related products, or by-products; inorganic chemicals; iron and steel manufacturing; leather and leather products; non-ferrous metals manufacturing or foundries; organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay, and concrete products; textile manufacturing; transportation equipment; and water treatment. This term does not include mining waste or oil and gas waste.

**Landfill:** A solid waste disposal facility, approved by FDEP, which is an area of land or an excavation where wastes are or have been placed for disposal, for which a permit, other than a general permit, is required by Florida Statutes Section 403.707. This term shall not include: (a) A land spreading site; (b) A surface impoundment; (c) An injection well defined under and subject to the provisions of Chapter 62-28, F.A.C.

**Litter:** Contractor shall not be responsible for scattered solid waste which can be categorized as litter unless the same has been caused by Contractor's acts or omissions, in which case, all such scattered solid waste shall be picked up immediately by Contractor. Contractor shall maintain sufficient equipment/tools on each collection vehicle (i.e.: pitch fork, broom, shovel) to pick up such scattered solid waste.

**Materials Recovery:** Any process by which one or more of the various components in solid waste is separated and concentrated for reuse.

**Material Recovery Facility (MRF):** A FDEP approved solid waste management facility that provides for the extraction from solid waste of recyclable materials.

**Multiple Dwelling Units:** Any building containing four (4) or more permanent living units, not including motels and hotels.

**Owner or City:** The City of Winter Park or an authorized representative.

**Recyclable Materials:** Shall mean newspapers (including inserts), magazines, mixed office paper, aluminum cans, steel cans, tin cans, plastic containers (coded 1, 2 or 3), cereal/snack boxes without wax paper lining, junk mail, amber, clear and green glass bottles and jars, and other solid waste materials added upon written 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. Recyclable materials shall not include containers that previously held toxic material, cardboard boxes that have not been flattened and stacked under the recycle bin, and plastic grocery bags.

**Recycling:** Shall mean any process by which recyclable materials are collected, separated, and processed for purposes of extracting or reusing the raw materials contained in the recyclable materials.



**Recycling Container:** shall mean sixty four (64) or ninety six (96) gallon recycling bins for residential, commercial and multiple dwelling unit customers, or other types of recycling bins approved by the Authorized Representative, to store recyclable materials for collection and disposal service.

**Rolloff Container:** Shall mean a dumpster which is used for the collection and disposal of construction and demolition debris or solid waste. The rolloff container may be of the open or enclosed variety and is typically hoisted onto a specifically equipped truck for transporting the construction and demolition debris or solid waste to a designated facility.

**Residential:** Shall mean single family detached homes, duplexes and multifamily dwelling units and mobile home parks with curbside individual service.

**Residential Service:** Shall mean collection and disposal services provided to persons occupying residential dwelling units who are not receiving commercial service under this Agreement.

**Service Area:** Shall mean the area within the municipal boundaries of the City of Winter Park, Florida, as may be modified from time to time pursuant to Chapter 171, Florida Statutes.

**Sludge:** Shall mean the accumulated solids, mixed liquids, residues, and precipitates generated from wastewater treatment, water supply treatment, air pollution control facilities, septic tanks, grease

**Solid Waste Disposal Facility:** Any solid waste management facility which is the final resting place for solid waste, including landfills and incineration facilities that produce ash from the process of incinerating municipal solid waste.

**Special Waste:** Solid wastes that can require special handling and management, including, but not limited to, commercial white goods, waste tires, used oil, lead acid batteries, construction and demolition debris, ash residue, yard trash and biological wastes.

**Transfer Station:** A site the primary purpose of which is to store or hold solid waste for transport to a processing or disposal facility. It does not include green boxes, compactor units, permanent dumpsters, and other containers from which such wastes are transported to a landfill or other solid waste management facility.

**Waste Tire:** A tire that has been removed from a motor vehicle and has not been retreaded or re-grooved. Waste tire includes used tires and processed tires.

**White Goods:** Inoperative and discarded refrigerators, ranges, water heaters, freezers, and other similar domestic and commercial large appliances.

**Yard Trash or Yard Waste:** Vegetative matter resulting from lawn maintenance, including accumulation of lawn, grass, shrubbery cuttings or clippings and dry leaf raking, small tree branches (which shall not exceed four (4) feet in length and fifty (50) pounds),

palm fronds (whole), bushes or shrubs, green leaf cuttings, fruits, or other matter usually created in the care of lawns and yards.

## 2. **Scope of Work.**

It is the intent of this franchise to provide for the exclusive collection and disposal service of solid waste, recycling and construction and demolition debris within the service area, with the exception of the exclusions specifically set forth in this Agreement. The Contractor shall comply with all federal, state, and local requirements, with special attention to City of Winter Park Ordinances and acquire and maintain all required permits and licenses Contractor shall perform the collection and disposal service under the following terms and conditions, all of which shall be a material part of this Agreement:

### a. **General Requirements:** Contractor shall fully comply with the following:

- i. **Laws and Regulations.** Contractor shall be familiar and comply with all collection regulations and shall be solely responsible for determining, absorbing, and adjusting to the financial and practical impact such regulations have on its operation, subject to Contractor's ability to petition the City Commission for a rate adjustment pursuant to paragraph 5.6 of this Agreement.
- ii. **Labor, Insurance, Equipment, etc.** Contractor shall provide, at its sole cost and expense, all labor, insurance, supervision, machinery, equipment, plant and office buildings, trucks, and other tools, equipment, and accessories necessary to perform the collection and disposal services in accordance with the level of service required by this Agreement.
- iii. **Protection of Public/Private Property and Utilities.** Contractor shall conduct his work in such a manner as to avoid damage to private or public property and shall repair or pay for any damage caused by its negligent operations, except reasonable wear and tear to roadways. Contractor shall have knowledge of all existing utilities and it shall operate with due care in the vicinity of such utilities and shall repair or have repaired, at no additional cost to the customer or utility owner, any breakage or damage caused by its negligent operations.
- iv. **Spillage.** Contractor shall not cause any spillage of solid waste to occur upon private or public property or the rights-of-way wherein the collection and disposal service occurs. Collection and disposal service shall be performed by Contractor to avoid leaking, spilling, and blowing of solid waste. In the event of any spillage caused by Contractor, Contractor shall immediately clean up all spillage at its expense. In order to be the first responder to spillage incidents, Contractor shall maintain a certified spill cleanup kit, acceptable to the City, on each and every vehicle servicing the City including the vehicles used by supervisors. Such kit shall include at a minimum a pitch fork, broom, absorbent pads, and shovel to pick up and contain spillage. In addition, Contractor shall immediately clean up all

fluid spillage from collection equipment to the maximum extent feasible and promptly notify the Authorized Representative of all such fluid spillage.

- v. **Holidays.** Unless otherwise directed by the Authorized Representative in writing, Contractor shall provide collection and disposal service on holidays observed by the City, except Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, and New Years Day. Residential recycling accounts will be serviced on New Years Day. Any disposal and collection service that would have been regularly provided shall be provided the next regularly scheduled pick-up day after the holiday.
- vi. **Contractor's Office.** Contractor shall provide, at its sole cost and expense, a suitable office located within reasonable proximity to the service area. Within said office, Contractor shall maintain, during Contractor's normal working hours, a staff and a local telephone number where complaints and requests for collection and disposal service shall be received, recorded in a log, and handled during Contractor's normal working hours. The office shall also provide for a means to promptly handle emergency complaints and requests for service.
- vii. **Litter and Dangerous Animals.** Contractor shall not be responsible for scattered solid waste which can be categorized as litter unless the same has been caused by Contractor's acts or omissions, in which case, all such scattered solid waste shall be picked up immediately by Contractor. Contractor shall maintain sufficient equipment on each collection vehicle (e.g. pitch fork, broom, shovel) to pick up such scattered solid waste. Contractor shall not be required to expose themselves to the danger of being bitten by vicious dogs and animals, roaming at large, in order to accomplish collection and disposal services. However, in the event Contractor is unable to provide collection and disposal services to a customer under such conditions, Contractor shall immediately notify the customer, in writing, of such conditions and its inability to provide such collection and disposal services.
- viii. **Hours and Days.** Except for unusual circumstances approved by the Authorized Representative in writing or as otherwise provided elsewhere in this Agreement, Contractor shall not perform collection and disposal services prior to 7:00 A.M. or after 7:00 P.M., E.S.T., Monday through Friday. No collection and disposal services shall normally occur on holidays or on Saturdays and Sundays unless is authorized in writing by the Authorized Representative.
- ix. **Tagging Solid Waste Improperly Containerized.** In the event solid waste is not containerized, bundled, or piled pursuant to this Agreement or Contractor does not perform collection and disposal services regarding such solid waste, Contractor shall tag the container, bundle, or pile or subject property with a written notice containing a brief explanation why the container, bundle, or pile was not collected. The Contractor shall

immediately record all contract issues in the approved web-based tracking system

- x **Customer Report; City Billing Database.** Contractor and City agree that the monthly customer report required to be maintained and filed by Contractor is vital to keeping an accurate account of all customers receiving collection and disposal services under this Agreement and for ensuring accurate billing of customers by City To this end, Contractor and City agree that each party must diligently maintain an accurate, up-to-date list of customers and the collection and disposal services received by those customers The Contractor shall promptly notify the City of any new and existing Customers requesting collection and disposal services and any current Customers terminating such services
  - xii **Handling of Freon White Goods/Solid Waste.** Contractor shall be responsible for properly disposing of all white goods and solid waste in accordance with law
  - xiii **Bin & Cart Purchase.** All bins and carts utilized in this contract shall be sold to City for the lump sum total of one Dollar (\$1 00) at end of the contract If the contract should be terminated before the 7 year initial agreement the City would pay a prorated value for all bins and carts
  - xiiii **Recycling Service.** The proposer shall partner with the City to educate the community on current recycling practices This may include providing information for the City's website, including mailers in the utility bill, attending special events or educational opportunities at the local schools
- b **Residential Service.** Contractor shall provide residential collection and disposal service to residential customers as follows
- 1 **Frequency of Collection.** Contractor shall provide collection and disposal services for household trash and garbage at least two (2) times per week, with collections at least three (3) days apart, and for bulk trash, vegetative waste, and recyclable materials not less than once per week All collection route cycles shall be subject to the prior written approval of the Authorized Representative Special pick-ups, including pick-ups of white goods, shall be provided on an "as needed basis" and shall be allowed on any day, except Saturdays and Sundays
  - 11 **Point of Collection.** Collection of household trash, garbage, bulk trash, vegetative waste, and recyclable materials shall be within eight (8) feet of curbside In the event an appropriate location cannot be agreed upon by the customer and Contractor, the Authorized Representative shall designate the location The Contractor and Authorized Representative shall mutually agree upon point of collection locations for non-conforming service areas For customers that are need of special assistance (e g , certified by a doctor as disabled and are unable to place household trash, garbage, or recyclable

materials at the curb), the Authorized Representative, at his discretion, shall establish, and notify the Contractor of, special handling instructions for the benefit of the customer. Such special handling instructions may include collection from the customer's garage door or some other location acceptable to the customer and will be performed at no additional fee.

iii **Containers and Preparation.**

- 1 **Household Trash and Garbage.** Contractor shall be required to provide collection and disposal services for all household trash and garbage generated from residential customers which has been properly prepared and stored in a refuse container or mechanical cart. Contractor shall supply each residential account up to two (2) 64 or 96 gallon carts (or a combination of the two) for garbage collection. Additional carts can be ordered and a monthly charge assessed as outlined in the Fee Schedule.
  - 2 **Recyclable Materials.** Contractor shall be required to provide collection and disposal services for all recyclable materials generated from residential customers that have been properly prepared and stored in a recycling container. A list of the materials that shall be recycled is listed in Exhibit III. This list may change from time to time based on local facilities abilities to accept said materials.
  - 3 **Vegetative Waste.** Vegetative Waste at the curb shall be collected weekly. The occupant shall place loose yard trash such as leaves, pruning and grass garbage can or bag for collection, transport and disposal in the same manner as garbage. Non-containerized yard waste shall be collected providing that it is tied, stacked and bundled, does not exceed (4) feet in length (except palm fronds) or four (4) inches in radius nor be greater than fifty (50) pounds in weight for any piece or segment of such materials. Palm fronds stacked at curb shall be collected up whole. All piles in excess of three (3) cubic yards shall be assessed as outlined in the Fee Schedule.
  - 4 **Bulk Trash and White Goods and Household Furniture.** Bulk items such as appliances, furniture, etc shall be collected free of charge twice per year as agreed upon by the City and the Contractor, during the months of May and November. Customers wishing to order a bulk pickup outside of the two free each year would be required to pay a special pickup fee in accordance with the adopted fee schedule. The Contractor shall be responsible for coordination of the collection. On a monthly basis, the Contractor shall provide the City with a list of items collected via special pick-up and the address from which they were collected for billing purposes.
- c **Commercial Service.** Contractor shall provide commercial collection and disposal service to commercial customers as follows

- 1 **Frequency of Collection.** Contractor shall provide collection and disposal services for commercial trash and garbage at least one (1) time per week for customers that generate dry waste, at least two (2) times per week for customers that generate putrescible waste (e.g. restaurants), and more frequently as mutually agreed to by Contractor and the commercial customer and/or required by the City. Recyclable materials (if recyclable material service is requested by customer) shall be picked up not less than once per week or more frequently as required by the City. Special pick-ups, including pick-ups of white goods, shall be provided on an "as needed basis" and shall be allowed on any day, except Sundays.
- ii **Point of Collection.** Collection of commercial trash, garbage, vegetative waste, and recyclable material shall be at a location mutually agreed upon by the customer and Contractor, and approved by the Authorized Representative. If mutual agreement cannot be reached between customer and Contractor, the Authorized Representative shall designate the location. However, in the event the location was approved as part of a City or County site plan or development review process, the location shall be as shown on the final approved site or development plan. To the maximum extent feasible, the designated location shall be located in a place that provides for safe, convenient, and expedient access by Contractor.
- iii. **Containers and Preparation.**
  - 1 **Commercial Trash and Garbage.** Contractor shall be required to provide collection and disposal services for all commercial trash and garbage generated by commercial customers which has been properly prepared and stored in a refuse container, mechanical cart, mechanical container, rolloff container, or compactor under the following conditions:
    - a Customers shall be permitted to use carts provided the amount of commercial trash and garbage per collection can be stored in a maximum of two (2) carts, otherwise, customers shall be required to use one or more of the following mechanical containers, compactor service, or rolloff containers. Should it be determined by the city representative that the property is not suitable for mechanical containers, compactor service, or rolloff containers then the customer will be allowed to use additional carts.
    - b Contractor shall be required to provide an adequate number of mechanical containers, mechanical carts, compactors, or rolloff containers to customers. Mechanical containers, mechanical carts, and rolloff containers shall be provided at Contractor's sole expense and shall remain the property of Contractor, unless the mechanical container,

mechanical carts, or rolloff container is owned by the customer

- 2 **Container Cleaning.** The Containers shall be cleaned regularly, but no less than quarterly. The City's Utility Director or his/her designee shall have the authority to request a specific container be cleaned at any time. The City shall be provided with a cleaning schedule.
  - 3 **Container Maintenance.** The container shall be well maintained and painted at least annually, but more often if required to maintain a fair appearance. The City's Utility Director or his/her designee shall have the authority to request a specific container be painted. Annually a schedule of containers painted shall be provided to the City.
  - 4 **Advertising.** No advertising shall be posted on the containers. The containers, upon approval of the Utility Director or his/her designee may contain the Contractor's name and customer service information such as a phone number or email address only.
  - 5 **Compactor Maintenance.** Compactors shall be deodorized with each collection and cleaned thoroughly (by steaming) no less than once per quarter. A schedule of the maintenance shall be provided to the City, and additional cleanings may be required as needed at the discretion of the Utility Director or his designee.
- iv **Recyclable Materials.** Contractor may provide collection and disposal services for recyclable materials generated from commercial customers who specifically request such service or as required by City. If requested, recyclable materials shall be properly prepared and stored in a recycling container. A list of the materials that shall be recycled is listed in Exhibit III. This list may change from time to time based on local facilities abilities to accept said materials.
- d. **Multiple Dwelling Units.** Contractor shall provide collection and disposal service to multiple dwelling unit customers as follows:
- 1 **Frequency of Collection.** Contractor shall provide collection and disposal services for household trash and garbage at least two (2) times per week, with collections at least three (3) days apart, and for bulk trash and recyclable materials not less than once per week. All collection route cycles shall be subject to the prior written approval of the Authorized Representative. Pickups, including pick-ups of white goods, shall be provided on an "as needed basis" and allowed on any day, except Saturdays and Sundays.
  - 11 **Point of Collection.** Collection of household trash, garbage, bulk trash, vegetative waste, and recyclable materials shall be at a location mutually

agreed upon by the customer and Contractor, and approved by the Authorized Representative. If mutual agreement cannot be reached between customer and Contractor, the Authorized Representative shall designate the location. However, in the event the location was approved as part of a City or County site plan or development review process, the location shall be as shown on the final approved site or development plan. To the maximum extent feasible, the designated location shall be located in a place that provides for safe, convenient, and expedient access by Contractor.

III **Containers and Preparation.**

1 **Household Trash and Garbage.** Contractor shall be required to provide collection and disposal services for all household trash and garbage generated by multiple dwelling units which has been prepared and stored in a refuse container, mechanical carts, mechanical container, or compactor under the following conditions:

- a The multiple dwelling unit customer shall be permitted to use individual refuse containers or mechanical carts for each dwelling unit only upon City approval, otherwise, customers shall be required to use mechanical containers or compactor service.
- b Contractor shall be required to provide an adequate number of mechanical containers or compactors to customers who request or exceed the maximum number of refuse containers or mechanical carts. Mechanical containers and mechanical carts (if authorized by the City) shall be provided at Contractor's sole expense and shall remain the property of Contractor, unless the mechanical container is owned by the customer. Compactors shall be provided as mutually agreed to by Contractor and customer.

IV **Recyclable Materials.** Contractor shall be required to provide collection and disposal services for all recyclable materials generated from multiple dwelling unit customers who have been properly prepared and stored in a recycling container. A list of the materials that shall be recycled is listed in Exhibit III. This list may change from time to time based on local facilities abilities to accept said materials.

v **Vegetative Waste.** Vegetative Waste service at the curb shall be collected weekly. The occupant shall place loose yard trash such as leaves, pruning and grass garbage can or bag for collection, transport and disposal in the same manner as garbage. Non-containerized yard waste shall be collected providing that it is tied, stacked and bundled, does not exceed (4) feet in length (except palm fronds) or four (4) inches in radius nor be greater than fifty (50) pounds in weight for any piece or segment of such materials. Palm fronds stacked at curb shall be collected up whole. All



piles in excess of three (3) cubic yards shall be assessed as outlined in the Fee Schedule

- v1 **Bulk Waste Collection, White Goods and Household Furniture.** Bulk items such as appliances, furniture, etc (not hazardous waste) shall be collected free of charge twice per year as agreed upon by the City and the Contractor, most likely the months of May and November. Customers wishing to order a bulk pickup outside of the two free each year would be required to pay a special pick-up fee in accordance with the adopted fee schedule. The contractor shall be responsible for coordination of the collection. On a monthly basis, the contractor shall provide the City with a list of items collected via special pick-up and the address from which they were collected for billing purposes.

e **City Controlled Property.** As requested by the Authorized Representative, Contractor shall be required to provide collection and disposal services for all refuse, bulk trash, white goods, and recyclable materials generated by City at properties owned, leased, or otherwise controlled by City. In addition, Contractor shall provide such collection and disposal services for any and all City sponsored special events as agreed to by City and Contractor, and for all City public receptacles located along or in public rights-of-way, sidewalks, and public recreational facilities. A list of current facilities is specified in Exhibit I which is incorporated herein. The intent of this Agreement is for the Contractor to provide all waste and resource recovery needs of the City without cost to the City facilities and City sponsored events. The exception is for disposal fees associated with removal of construction debris generated by City Utility or Public Works crews.

- 1 **Frequency of Collection.** Unless otherwise directed by the Authorized Representative in writing, Contractor shall provide collection and disposal services for refuse at least two (2) times per week, with collections at least three (3) days apart, and for bulk trash, vegetative waste, and recyclable materials not less than once per week. All collection route cycles shall be subject to the prior written approval of the Authorized Representative. Special pick-ups, including pick-ups of white goods, shall be provided on an "as needed basis" and shall be allowed on any day, except Saturdays and Sundays.
- 11. **Point of Collection.** Collection of refuse, bulk trash, vegetative waste, and recyclable materials shall be at locations designated by the Authorized Representative, with consideration given for the safe, convenient, and expedient access by Contractor.
- 111 **Containers and Preparation.**
  - 1 **Refuse.** Contractor shall be required to provide collection and disposal services for refuse generated by City which has been properly prepared and stored in a refuse container, mechanical cart,

or mechanical container as determined by the Authorized Representative Contractor shall be required to provide all mechanical containers and mechanical carts at Contractor's expense

2 **Recyclable Materials.** Contractor shall be required to provide collection and disposal services for all recyclable materials generated by City which have been properly prepared and stored in a recycling container or other container mutually agreed to by the Authorized Representative and Contractor A list of the materials that shall be recycled is listed in Exhibit III This list may change from time to time based on local facilities abilities to accept said materials

1. **Bulk Trash and White Goods.** Contractor shall be required to provide collection and disposal services for all bulk trash and white goods generated by City regardless of whether they are containerized

f **Biohazardous, Biological, Hazardous, Sludge, and Special Waste.** Contractor shall not be responsible for collection and disposal services for biohazardous waste, biological waste, hazardous waste, sludge, and special waste under this Agreement

g **Construction and Demolition Debris Service.** Contractor shall provide collection and disposal service of construction and demolition debris to residential, multiple dwelling unit, contractors and commercial customers as follows

1 **Exclusive Right.** Contractor shall provide and have the exclusive right to provide collection and disposal services for construction and demolition debris utilizing rolloff containers, as that term is defined in this Agreement, or other appropriate containers

1 **Exclusion.** Contractors hauling their own waste as described in the City Code are excluded from this provision

11 **Frequency of Collection.** Contractor shall provide collection and disposal services for construction and demolition debris utilizing rolloff containers or other appropriate containers to customers that specifically request such service or as required by City Said collection and disposal services shall be provided as frequently as mutually agreed to by Contractor and the customer or as required by the Authorized Representative or City Code to protect the public health, safety, and welfare.

111 **Point of Collection.** Collection of construction and demolition debris shall be at a location mutually agreed upon by the customer and Contractor, provided, collection shall be located within the boundary of the property served, unless otherwise approved by the Authorized Representative

- iv **Containers and Preparation.** Contractor shall be required to provide one or more rolloff containers or other appropriate containers of a size and number mutually agreed to by Contractor and customer
- h **Code Enforcement.** Upon request of the Authorized Representative, Contractor shall assist the City in its code enforcement efforts by providing collection and disposal service of solid waste and construction and demolition debris located on real property in violation of the City Code at no cost to the City, not to exceed ten (10) twenty (20) yard rolloff containers per year
- i **Tire Collection.** Contractor shall provide weekly tire collection and disposal services to residential customers at no additional charge, provided no more than four (4) tires per household per year
- j **Special Pickup Services.** Customers can request that Contractor provide special handling and management of solid waste not covered under the general pick-ups required by this Agreement, including special pickups for items such as asbestos, waste tires (which exceed the number allowed in this agreement), used oils, lead free batteries, construction and demolition debris, ash residue, and biological waste. All such requests shall be billed directly to the customer. For purposes of this paragraph, the term "special pickup" shall mean excessive waste debris residue generated by contractors, waste requiring special equipment to dispose of.
- k **Reporting.** The Contractor shall submit a monthly report to the City which includes tonnage of solid waste, recycling and yard waste
- l **City Cleanliness** Contractor shall collect adopt-a-road litter bags within 48 hours of notification from city right of ways
- m **Dead Animals** Contractor shall collect dead animals from city right of ways with 24 hour notice
- n **Community Clean-ups.** Contractor shall provide roll-offs for up to four (4) community cleanup events per year
- o **City Events.** Contractor shall provide recycling, garbage carts and roll-off containers for up to six (6) City sponsored events per year identified in EXHIBIT I

### 3 Rates and Charges; Compensation to Contractor; Franchise Fee Billing.

- a **Rates; Compensation to Contractor.** For collection and disposal services provided under this Agreement, Contractor agrees that the rates shall be as set forth in the attached rate sheet Exhibit IV

- b **Consumer Price Index (CPI) Adjustment** . The rates in paragraph 3(a) shall remain unchanged during the term of this Agreement unless the Contractor requests in writing an annual CPI adjustment or petitions the City for a rate adjustment in accordance with this agreement . If a CPI rate adjustment is requested, the Contractor shall receive said adjustment to fees which are billed directly by the contractor and fees, billed by the city, paid to the contractor based on the following mathematical formula

$$\text{New Rate} = \frac{[\text{CPI2} - \text{CPI1}]}{\text{CPI1}} + 1 \times \text{Current Rate}$$

"CPI1" The published CPI for the month of February of the preceding year

"CPI2" The published CPI for the month of February for the year in which the rate is being adjusted

If CPI1 and CPI2 are not expressed in relation to the same base period or if a material change is made in the method of establishing CPI, the City and the Contractor shall make an appropriate statistical adjustment or conversion . If the CPI is discontinued, the City and the Contractor shall mutually select another index published by the United States Government or by a reputable publisher of financial and economic indices

- c **Fuel Adjustment Costs** Based upon the fact that the cost of diesel fuel is not adequately accounted for in the CPI in section 5 2, the Contractor may request fuel increases based on the previous 12 month service average increase CPI rate for fuel component . The calculation will be made in the same manner as the CPI in section 3(b)
- d **Billing Customers by City** Customer billing shall be established and enforced by City Code . The City shall provide the customer billing for all collection and disposal services provided by Contractor under this Agreement, unless otherwise specifically stated herein . City shall perform said billing by means and at times deemed appropriate by City . Contractor shall fully cooperate with City in customer billing .
- e **Billing and Payment Procedure.** Unless otherwise provided by the Authorized Representative, customer billing and payment to Contractor shall be in accordance with the following procedure
- 1 The City shall provide all Customer billing for residential and commercial cart collection and disposal services provided under this Agreement by adding a line item on the City's monthly utility bill . Contractor shall, however, provide Customer billing for commercial dumpster service
  - 11 On a monthly basis, the City shall provide to the Contractor an updated assessment roll or customer list setting forth the total number of, and

address of each, residential collection units to be served under this Agreement. In addition, the City shall provide Contractor with monthly notification of new residential certificates of occupancy issued in the preceding month and City will pay Contractor for the new residences the next full month following notification.

- iii Contractor shall be paid by the City based on the number of residential collection units on the customer list. Payment shall be made by the City no later than the 15<sup>th</sup> day of each month for collection and disposal services provided by Contractor during the preceding month.
  - iv Should the City or Contractor discover that the City is erroneously paying for collection and disposal services to a non-existent residential collection unit, or alternatively, Contractor is providing such services to residential collection unit not listed on the most recent assessment roll or customer list, the discovering party shall immediately notify the other party. Upon verification by the other party that the omission is correct, the City's next payment to the Contractor shall be accordingly increased for each non-listed unit or decreased for each non-existent unit.
- f. **Commercial Billing.** Contractor shall direct bill all commercial customers. The Contractor shall provide the City with a monthly report regarding the collection and disposal services provided to such customers. The report shall be in a form acceptable to the City and shall be delivered no later than the 15<sup>th</sup> day of each month for the preceding month's services. The report shall include at a minimum the customer address, the collection and disposal services provided, and the amount billed to the customer for said services.
- g. **Franchise Fee.** At the City Commission's sole and absolute discretion, the City reserves the unconditional right to charge Contractor, a Franchise Fee equal to an amount permitted by law to be established by the City. The Franchise Fee shall not be construed as a tax, but shall be considered a payment to the City in exchange for the rights and privileges granted by this Franchise. The Franchise Fee shall be passed along to the customer and remitted by Contractor to the City according to the formula provided in **Exhibit V**. At the effective date of this Agreement, Contractor acknowledges and agrees to pay a Franchise Fee related to all collection and disposal services directly billed by Contractor under this Agreement including, but not limited to, commercial and construction and demolition debris services.
- h. **Contractor's Petition for a Rate Adjustment.** The Contractor will receive a CPI and fuel rate adjustment per section 3b and 3c annually upon requesting it in writing so long as the contractor has not incurred any administrative charges based on performance measurement as described in section 7b and Exhibit II of this contract. If administrative charges have been incurred, the city Commission has the discretion to require corrective measures prior to authorization of a CPI increase, and any such increase shall not become effective until authorization. The contractor must request the increase no later than ninety (90) days prior to the anniversary date of this Agreement, beginning in 2010.

- i **Landfill Tipping Fees.** Contractor shall be responsible for paying all landfill tipping charges for services provided under this agreement. Should landfill fees increase at a rate greater than the CPI as identified in section 3b, the Contractor would have the ability to petition the City for a rate adjustment which would be effective the same date as the rate change.
- j **Unusual Costs.** The Contractor may petition the City to adjust the rates in herein based upon unusual and unanticipated increases in the cost of doing business, including but not limited to a change in any collection regulation. Any such request shall be supported by full documentation establishing the increase in operating costs and the reasons therefore. The City shall be entitled to audit the Contractor's financial and operational records directly related to the Contractor's request in order to verify the increase in costs and the reasons therefore. This may be approved or denied at the sole discretion of the City Commission.
- k **Taxes.** The Contractor shall pay all Federal, State and local taxes and fees including, but not limited to, sales tax, social security, workers' compensation, unemployment insurance and other required taxes and fees which may be chargeable against labor, material, equipment, real estate and any other item necessary to and in the performance of this Contract.

#### 4 Schedules and Routes.

Contractor shall provide written notice to the City of its collection and disposal routes and schedules. The City reserves the unconditional right to deny Contractor's vehicles access to any street, alley, bridge, beach, or public way within the service area while performing collection and disposal services under this Agreement, where the City determines that it is in the best interests of the public health, safety, and welfare to do so because of the conditions of the streets, alleys, bridges, beaches, or public ways. However, Contractor shall not interrupt the regular schedule and level of service because of such closures of less than eight (8) hours in duration. The City shall notify Contractor of any such closures of longer duration, and arrangements shall be made in a manner acceptable to Contractor and the Authorized Representative for the collection and disposal services interrupted by the closure. Any and all route and schedule changes must receive prior approval by the Authorized Representative.

- a **Storm, Natural or Man Made Disaster.** In the case of a severe weather or disaster event, the City may grant the Contractor reasonable variance from the regular schedules and routes. As soon as practicable after such severe weather or disaster event, the Contractor shall advise the City of the estimated time required before regular schedules and routes can be resumed. The City shall inform all customers. In case of a severe weather or disaster event where it is necessary for the Contractor and the City to obtain additional equipment and to hire extra crews to clean the City of debris and solid waste resulting from the severe weather event, the Contractor shall work with the City in all possible ways for the efficient and rapid cleanup of the City. The Contractor will be compensated by the City for additional personnel, overtime and costs of rental equipment, provided the Contractor has first secured written authorization and approval from the City Manager for the rates and total costs.

## 5 Collection Equipment and Vehicles.

Contractor shall provide collection equipment or the collection and disposal services under the following conditions

- a **Type, Condition and Amount.** Contractor shall have on hand, at all times under this Agreement, collection equipment that is in good working order and sanitary condition that will permit Contractor to perform the collection and disposal services in a sufficient and efficient manner so that the schedules and routes can be maintained. Collection equipment shall be obtained from a nationally known and recognized manufacturer of collection equipment. Collection vehicles shall be of the enclosed packer type or other type vehicle which meets industry standards and is approved by the Authorized Representative. All collection vehicles shall be equipped with communication devices which allow for proper communication with Contractor's dispatcher and the City and such devices shall be maintained in good operating order. The Contractor shall maintain a central dispatch during all residential service hours to provide information to units in the field and to dispatch units to provide service or the correction of problems. The Contractor shall also have a route supervisor on duty to remediate any residential issues in a timely manner. The Contractor shall ensure that all vehicles are washed on the outside and painted or repainted as often as necessary to keep them in a neat, clean and sanitary condition. Contractor vehicles will prominently display name and telephone number on each vehicle and the City of Winter Park approved logo displayed on each side of the vehicle at contractor's expense. No other advertising will be without express written consent of the Utility Director or his/her designee.
- b **Overloading.** Collection vehicles shall not be overloaded by Contractor so as to cause litter or spillage, however, if litter or spillage occurs because of overloading it shall be picked up immediately.
- c **Back-up Equipment.** Contractor shall maintain sufficient back-up collection and disposal equipment to temporarily replace collection and disposal equipment that is in a state of disrepair or is inoperable at any time during Contractor's performance of the collection and disposal services pursuant to this Agreement. The back-up collection and disposal equipment shall be put into service within a reasonable time and without interruption of collection and disposal services. Such back-up collection and disposal equipment shall correspond in size and capacity to the collection and disposal equipment ordinarily used by Contractor in performance of the collection and disposal services under this Agreement.
- d **Traffic.** Contractor's vehicles shall not interfere unduly with vehicular or pedestrian traffic and shall not be left parked on the street unattended, except as made essential by loading operations.
- e **City Right To Inspect.** The City, at its discretion, shall have the right to inspect all collection and disposal equipment used by the Contractor within the

service area at any time. Should the City deem that any collection and disposal equipment fails to meet minimum standards, the City shall have the right to prohibit such equipment from being utilized within the service area until such time that the equipment is repaired to meet such standards or replaced.

## 6 **Contractor's Personnel.**

Contractor shall fully comply with the following terms and conditions regarding Contractor's personnel

- a **Contractor's Representative.** Contractor shall appoint a representative to administer and manage this Agreement on Contractor's behalf
- b **Personnel.** Contractor shall provide a sufficient number of permanent and qualified full-time employees to provide all of the collection and disposal services within the service area. All such employees shall be lawfully permitted to work in the State of Florida and the United States. Temporary employees and labor shall be prohibited unless authorized by the Authorized Representative to handle emergency situations
- c **Conduct of Personnel.** Contractor shall require and ensure that its personnel shall serve all customers in a courteous, helpful, and impartial manner. Contractor's personnel shall perform collection and disposal services while using existing sidewalks and driveways when on private and public property. Contractor personnel shall observe all no trespassing signs and shall not cross between neighboring properties unless the customer, or customer's in the case of neighboring properties, has expressly given said personnel permission. Contractor's personnel shall perform all collection and disposal services with due care and shall always take reasonable precautions and steps to avoid damaging all real and personal property including, but not limited to, refuse containers, recycling containers, carts, racks, trees, shrubs, flowers, and similar property. Contractor shall be fully liable for all such damage caused by Contractor's negligence and Contractor shall promptly provide sufficient and appropriate compensation to customer's for such damage. After emptying containers, employees shall return them to the same location from which they were taken, and anything spilled shall be picked up immediately by such employee
- d **Uniform Regulations .** Contractor agrees that the identification of Contractor's personnel while performing the collection and disposal services is important to the customer's health, safety, and welfare. Consequently, Contractor's personnel performing collection and disposal services shall wear a uniform or shirt bearing the Contractor's name and an approved safety vest. Lettering stitched on or identifying patches permanently attached to the uniform or shirt shall be acceptable
- e. **Labor and Employment Laws.** The Contractor shall comply with all applicable 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 acceptance of this Contract to pay all



employees not less than the Federal minimum wage and to abide by other requirements as established by the Fair Labor Standards Act, as amended from time to time

- f **Informing Personnel of Responsibilities.** Contractor shall take whatever steps it deems necessary to fully inform its personnel about the terms and conditions and personal responsibilities provided under this Agreement. City shall not be responsible for informing Contractor's personnel of said terms, conditions, and responsibilities. Contractor shall also provide operating and safety training manuals to all its personnel.
- g **Driver's License.** All Contractor's personnel that drive a collection vehicle while performing collection and disposal services shall at all times have and carry a valid Florida commercial driver's license, for the type of vehicle being driven.
- h **Drug Free Workplace.** Contractor shall maintain a drug free workplace policy. If requested by City, Contractor shall provide a document certifying to the City it is a drug free workplace.
- i **Criminal History.** No person convicted of a crime(s) and/or repeated non-criminal violations of traffic laws which demonstrate a propensity to unfaithfully fulfill the duties of employment such as, but not limited to, larcenous activity, aggravated battery or other violence, those relating to the operation of motor vehicles, and any crime for which civil rights have been removed within two (2) years of the date of service to the City shall be employed by the Contractor.
- j. **Character of Workers and Equipment.** The direction and supervision of solid waste collection, transportation, and disposal shall be by competent, qualified, sober personnel, and the Contractor shall devote sufficient personnel, time and attention to the direction of operations to assure performance satisfactory to the City. All Subcontractors, Superintendents, Foremen and Workers employed by the Contractor shall be careful and competent. Any employee of the Contractor who acts in an improper fashion, or is incompetent or negligent or is disorderly, dishonest, intoxicated, blasphemous, obscene or grossly discourteous shall be removed from service to the City upon receipt by the Contractor of a written request from the City Manager that such action be taken.

## 7 Level of Service; Customer Complaints

- a **Handling Complaints** The Contractor shall perform a service of high quality and keep the number of legitimate complaints to a minimum. In order that the City may be informed of the quality of service, the Contractor shall furnish at a minimum one (1) employee with a telephone and arrange the handling of complaints in substantially the following manner. All complaints, whether received in person, by mail, e-mail or telephone, shall be recorded. Complaints received before 12:00 noon each day shall be serviced before 5:00 p.m. that day. Complaints received after 12:00 noon shall be serviced before 12:00 noon the

following calendar day. Each complaint shall be considered legitimate if not remedied within the parameters above.

- b **Performance Measurement** It is the intent of the City to ensure that the Contractor provides a quality level of Solid Waste Collection, Transportation, and Disposal Services. All complaints received by the City and reported to the Contractor shall be resolved as noted. However, in the event that circumstances make it impossible to resolve a particular complaint within the time periods set forth, Contractor shall notify the Authorized Representative as to the reason the complaint can not be resolved within said time periods and when the complaint will be fully resolved. Upon request by the Contractor, the City may grant, at its sole discretion, a written extension of time to resolve the complaint if Contractor's reasons for the delay are reasonable, legitimate, and not a habitual excuse for failing to resolve the complaint. Contractor shall be required to promptly notify the customer as to when the complaint will be resolved. In the event the violation has not been corrected with the specified time limits, administrative charges shall be assessed as identified in Exhibit II not as a penalty or as a liquidated damage, but to represent an administrative charge to the City for the staff time and effort necessitated by the complaint. The City may assess and invoice for payment of administrative charges pursuant to the above schedule on a monthly basis during the term of this Contract and will deduct such administrative charges from the payment of the residential collection services for the corresponding month in which the charge was imposed. Contractor shall be required to place repeated complaints on a monitored stop list for 90 days at the City's request. Units with monitored stops shall have all services or non-services recorded at time of service in web-base or Contractor shall be assessed administrative charges and remediate within 12 hours.
- c **Office Hours** Contractor shall operate a manned customer service center which shall be open during all hours of residential collection. No mechanical/electronic substitution shall be permitted nor shall the use of an answering service be permitted in place of Contractor personnel during times of residential service routes.
- d **Performance Bond**
  - 1 **Guarantee of Performance** The Contractor shall deposit with the City a performance bond from an acceptable surety licensed by the State of Florida, securing the City in an amount of not less than twenty-five percent (25%) of the amount of the basic residential customer rate per year multiplied by the total number of residential customers to be serviced, which surety shall be as a guarantee to the City of faithful performance of the contract for the first year of operation. The amount of the performance bond shall be adjusted in accordance with this provision annually on October 1st of each year.

## **8 Transfer of Ownership or Control**

The Contractor may not assign this franchise, nor any part of it, without consent of the City Commission. Upon approval of any transfer of this Franchise by the City Commission, the Contractor or the transferee/assignee shall pay the City a transfer fee of Twenty-Five Thousand Dollars (\$25,000.00) for the first transfer and One Hundred Thousand Dollars (\$100,000.00) for each subsequent transfer as a condition precedent to the effective date of any such transfer.

## **9 Effect of Circumstances Beyond Control of Franchisee ("Force Majeure").**

Contractor shall not be declared at fault or be subject to any sanction under any provision of this Agreement in any case, in which performance of any such provision is prevented for reasons beyond the Contractor's control. For the purposes of this Agreement, causes or events beyond the Contractor's control shall include, without limitation, acts of God, floods, earthquakes, landslides, hurricanes, fires and other natural disasters, acts of public enemies, terrorism, riots or civil disturbances, sabotage, restraints imposed by order of a governmental agency or court. A fault shall not be deemed to be beyond the Contractor's control if committed by a corporation or other business entity in which the Contractor holds a controlling interest whether held directly or indirectly, when such fault is due to Contractor's financial inability to perform or comply, economic hardship, or misfeasance, malfeasance or nonfeasance by any of the Contractor's directors, officers, employees or contractors or agents. Failure of collection and disposal equipment and strikes or work stoppages held by Contractor's employees shall not be considered acts beyond Contractor's control.

## **10 Effect of Pending Litigation.**

Pending litigation or any appeal to any regulatory body or court having jurisdiction over the Contractor shall not excuse the Contractor from the performance of its obligations under this Agreement, unless specifically provided for by court order or by the regulatory body having jurisdiction over such matters. Failure of the Contractor to perform such obligations because of pending litigation or petition may result in forfeiture or revocation pursuant to the provisions of this section.

## **11 Regulatory Authority.**

- a **Authority.** The City reserves the right to exercise the maximum authority, as may at any time be lawfully permissible, to regulate the collection and disposal services and any other solid waste services, the Franchise granted hereunder, and the Contractor. Should applicable legislative, judicial or regulatory authorities at any time permit regulation not presently permitted to the City, the City may without the approval of the Contractor engage in any such additional regulation as may then be permissible, whether or not contemplated by this Agreement or the City Code, including without limitation, regulation regarding franchise fees, taxes, programming, rates charged to customers, consumer protection, or any other similar

or dissimilar matter. The City agrees to meet and confer with the Contractor prior to enacting new regulatory ordinances.

- b **Right of Inspection.** The City shall have the right to inspect in a timely manner and in the accompaniment of a representative of the Contractor all collection and disposal services performed subject to the provisions of this Agreement and equipment used by Contractor, and to make such tests as it shall find necessary to ensure compliance with the terms of this Agreement, the City Code and any other applicable provisions of local, state or federal law.
- c **City Regulation.** To the extent that federal or state law or regulation may now, or as the same may hereafter be amended by legislation, administrative regulation or decision, or judicial determination, authorize the City to regulate the rates for any particular service tiers, service packages, equipment, or any other services provided by Contractor, the City shall have the right to exercise rate regulation to the full extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the City. The City shall provide advance notification to the Contractor of its intention to exercise any such regulation and written notification when such ordinance is adopted. However, failure to so provide advance notification to the Contractor or written notification when such ordinance is adopted shall not be a basis upon which to declare this Agreement in breach or to invalidate the ordinance.
- d **City Health and Sanitation Regulations.** Without any limitation on the authority granted City above, City reserves the unconditional right to adopt by ordinance additional health and sanitation regulations which shall apply to the collection and disposal of solid waste, biohazardous waste, biological waste, construction and demolition debris, hazardous waste, sludge, special waste and all other kinds of waste. To the extent determined at the sole discretion of the City's City Commission, these regulations shall be codified in the City Code. Contractor shall fully comply with these regulations to the extent applicable to the collection and disposal services provided under this Agreement and said regulations shall be deemed to be fully incorporated herein by this reference. In the event any provision of this Agreement is in conflict with any provision of the additional City health and sanitation regulations, the provision contained in the regulations shall prevail.

## 12 Liability and Insurance.

The Contractor shall not commence work under this Contract until it has obtained all insurance as specified under the City of Winter Park Insurance Requirements included in the bid documents and such insurance coverage required by the City. The Contractor shall not allow any subcontractor to commence work on subcontracts until after they have been approved by the City and similar insurance of the subcontractor has been obtained and approved by the City.

- a **Certificate of Insurance.** Prior to the effective date of this Agreement and thereafter continuously throughout the duration of the Agreement and any extensions or renewals thereof, Contractor shall furnish to the City, certificates of insurance and

endorsements, in a form approved by the City, for all types of insurance required under this section. Failure to furnish said certificates of insurance and endorsements in a timely manner shall constitute material breach of this Agreement. At the City's request, Contractor shall furnish certificates of insurance and endorsements which are in effect from time to time.

- b **No Liability Limit.** Neither the provisions of this Section or any damages recovered by the City hereunder, shall be construed to limit the liability of Contractor for damages under this Agreement.
- c **Endorsement.** All insurance policies maintained pursuant to this Agreement shall contain an endorsement in substantially the following form:
  - 1 It is hereby understood and agreed that this insurance policy may not be modified or canceled by the insurance company nor the intention not to renew be stated by the insurance company until thirty (30) Days after receipt by the City of Winter Park City Manager by certified mail, of a written notice of such intention to cancel or not to renew.
- d **State Institution.** All insurance policies provided pursuant to this Agreement shall be written by companies authorized by the Florida Insurance Commissioner to do business in the State of Florida as an insurance company. The insurance company shall have a Best Insurance rating of A or better, unless otherwise approved by the Authorized Representative.
- e **Named Insured.** The City shall be an additional named insured for all insurance policies written pursuant to this Agreement, as the City's interests may appear from time to time.
- f **Changes in Policy Limits.** To offset the effects of inflation and to reflect changing liability limits, all of the coverage, limits, and amounts of the insurance provided for herein are subject to reasonable increases at the end of every two (2) year period of this Agreement, applicable to the next two (2) year period or termination date of this Agreement (whichever occurs first), at the City's discretion, but not to exceed the coverage, limits, and amounts of insurance the City requires of other contractors transacting business with the City.
- g **Commercial General Liability Insurance.** Contractor shall maintain throughout the term of this Agreement, general liability insurance insuring Contractor in the minimum of
  - 1 \$5,000,000 for property damage single limit, and
  - 11 \$5,000,000 single limit liability for personal bodily injury or death to any one person

h **Automobile Liability Insurance.** Contractor shall maintain throughout the term of the Agreement, automobile liability insurance for owned, non-owned, or rented vehicles in the minimum amount of

- i \$5,000,000 single limit liability for bodily injury and consequent death per occurrence, and
- ii \$5,000,000 for property damage per occurrence

i **Worker's Compensation.** Contractor shall maintain throughout the term of the Agreement, worker's compensation at least to the minimum amount of the statutory limit for worker's compensation, as amended from time to time

### **13. Public Convenience, Safety, and Indemnity**

The Contractor shall at all times observe City ordinances controlling or limiting those engaged in the Work as presently or in the future enacted. The Contractor and its surety hereby expressly bind themselves to indemnify, save the City harmless and defend the City from all suits or actions of every name and description brought against said City for or on account of any injuries or damages received or sustained by any party or parties from the acts, omissions or negligence of said Contractor, or his servants or agents, including, but not limited to, subcontractors, in doing the work herein contracted for, by, or in consequence of any negligence in guarding against same, or in any improper materials or equipment used in its performance, or by or on account of any act or omission of the said Contractor, or on account of any claims or amounts recovered for infringement of patent, trademark or copyright, or from any claims or amount arising or recovered under the Workers' Compensation laws. The Contractor hereby covenants not to sue the City relative to such matters and recognizes that the City has not waived sovereign immunity or its protections under State law including, but not limited to, the provisions of Section 768.28, Florida Statutes. The City agrees to be responsible for the City's own negligent acts and omissions, but does not waive sovereign immunity or any other defenses available to the City.

### **14 Interference with Persons, Public and Private Property, and Utilities.**

Contractor's collection equipment and personnel used in performing the collection and disposal services hereunder shall

- a Not endanger or interfere with the health, safety or lives of persons,
- b Not interfere with any improvements which the City, county, state, and federal government may deem proper to make,
- c Not interfere with the free and proper use of Public Rights-of-Way, alleys, bridges, easements or other public property, except to the minimum extent possible during actual collection and disposal services being provided hereunder,

- d Not interfere with the rights and reasonable convenience of private property owners, except to the minimum extent possible during actual collection and disposal services being provided hereunder, and
- e Not obstruct, hinder or interfere with any gas, electric, water, wastewater, reclaimed water, stormwater drainage, telephone, or other utility facilities located within the service area

## 15 **Books and Records Available to City.**

Contractor shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Agreement. The City, or any of its duly authorized representatives, shall have access within twenty-four (24) hours notice to such books, records, documents, and other evidence for inspection, audit and copying. Copying of the Contractor's books, records, documents, time records and cost accounts and other evidence shall be at the Contractor's expense. The City may perform, or cause to have performed, an audit of the records of Contractor before or after payments to support payments. This audit shall be performed at a time mutually agreeable to Contractor and the City subsequent to the close of a Contract year. In the event of any audit or inspection conducted reveals any overpayment by the City under the terms of the Agreement, the Contractor shall refund such overpayment to the City within thirty (30) days of notice by the City of the request for the refund. The Contractor agrees to fully comply with all State laws relating to public records to include, but not be limited to, Chapter 119, Florida Statutes, and Article I, Section 24 of the Constitution of the State of Florida.

## 16 **Preferential or Discriminatory Practices Prohibited.**

All collection and disposal services rendered and all rules and regulations adopted by Contractor shall have general application to all persons and shall not subject any person to prejudice or disadvantage on account of race, gender, religion, origin, or ethnicity. Contractor shall not deny service to any group of potential customers within the City because of the income of the customers within the service area. Contractor shall not charge customers different rates for service for the same class or type of service. However, this paragraph is not intended to restrict Contractor from offering reasonable discounts to senior citizens or other economically disadvantaged groups in accordance with any local, state, or federal law.

## 17. **Miscellaneous Provisions.**

- a. **Independent Contractor.** Contractor is an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship, a partnership relationship, or to allow the City to exercise control or direction over the manner or method by which Contractor performs the collection and disposal services which are the subject matter of this Agreement. Contractor understands and agrees that (1) the City will not withhold on behalf of Contractor pursuant to this Agreement any sums for payment of income tax, unemployment insurance, social security or any other

withholding, (ii) all such payments, withholdings and taxes are the sole responsibility of Contractor, and (iii) Contractor will indemnify and hold the City, its City Commission members, attorneys, employees, officers, and/or agents harmless from and against any and all loss or liability arising with respect to such payments, withholdings, or taxes, including, but not limited to reasonable attorneys' fees through any and all administrative, pre-trial, trial, post trial judgment, and appellate proceedings. The parties hereto agree that both Contractor and the City shall have the right to participate in any discussion or negotiation with the Internal Revenue Service concerning Contractor's independent contractor status regardless of with whom or by whom such discussions or negotiations are initiated. In the event that any applicable government agency determines that Contractor is an employee of the City and the City is required to pay any additional amount to any governmental authority based upon Contractor being reclassified an employee of the City, Contractor hereby covenants and agrees to reimburse immediately the City for any such amount paid to any such governmental authority and the costs and expenses associated with defending the City, including, but not limited to reasonable attorneys' fees. In the event that Contractor is reclassified as an employee and becomes eligible for a refund of any taxes paid to any governmental agency, including but not limited to, a claim for refund of self-employment taxes, then Contractor hereby covenants and agrees to pursue any such refund and assign to the City the proceeds from any such refund.

- b **No Joint Venture.** Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.
- c **Entire Agreement.** This Agreement represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, and supersede all prior oral negotiations and written agreements between the parties. This Agreement may be amended, supplemented, modified, or changed only by a written instrument agreeing to said amendment, supplementation, modification, or change in the terms hereof by the parties.
- d **Notices.** Any notice, request, instruction, or other document to be given as part of this Contract shall be in writing and shall be deemed served when either delivered in person to the following designated agents or received by registered or certified United States mail, return receipt requested, postage prepaid, or received by facsimile, addressed as follows:

TO THE CITY

City Manager & Water and Waste Water Director  
City of Winter Park  
401 Park Ave South  
Winter Park, FL 32708 Ph (407)  
327-5957



TO THE CONTRACTOR

Waste Pro of Florida, Inc Attn  
Tim Dolan  
2101 West SR 434, Suite 301  
Longwood, Florida 32791 Ph  
407-774-0800

Either party may change the aforementioned designated agents at any time by providing written notice of such change to the other party

- e **Captions.** Captions to sections through this Agreement are solely to facilitate the reading and reference to the sections and provisions of the Agreement. Such captions shall not affect the meaning or interpretation of the Agreement.
- f **Severability.** If any section, subsection, sentence, clause, phrase, or portion of this Agreement is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision. Such holding shall not affect the validity of the remaining portions of this Agreement, unless the City determines that the portions remaining (without the severed portions) have an adverse effect on the best interests of City, then City shall have the right to terminate this Agreement without penalty.
- g **City's Rights of Intervention.** Contractor agrees not to oppose intervention by the City in any suit or proceeding to which Contractor is a party, concerning or involving this Agreement and the City's rights under this Agreement.
- h **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement, but such counterparts shall together constitute but one and the same instrument.
- i **Waiver.** Failure of the City to insist upon performance within any time period or upon a proper level of service shall not act as a waiver of the City's right to later claim a failure to perform on the part of Contractor.
- j **Jurisdiction; Venue.** This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Orange County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

**18 Effective Date, Term, and Required Performance.**

- a **Effective Date.** The effective date of this Agreement shall be May 1, 2009. Any prior contract between the parties, and all addendums thereto, is hereby superseded and of no further force and effect, provided, however, any monies still

owed by the Contractor to the City under the prior contract shall be duly and fully paid and Contractor shall be paid the last month's billing under the prior contract for only the last month's collection and disposal services performed by Contractor

- b **Term.** The initial term of this Agreement shall be for Seven (7) years and shall commence on May 1, 2009 and terminate on April 30, 2016. The term of this Agreement will be automatically renewed for successive three (3) years terms at the end of any term unless City or Contractor provides one hundred eighty (180) days notice prior to the end of a term of its unwillingness to renew the agreement. No cause is necessary for notice of unwillingness to renew.
- c **Breach of Contract by Contractor** It shall be the right of the City Manager and any official of the City which he may designate to observe closely the solid waste collection, transportation, and disposal operations and if, in the opinion of the City Manager, there has been a breach of contract, the City Manager shall notify the Contractor, in writing, specifying the manner in which there has been a breach of contract. If, within a period of seven (7) days, the Contractor has not eliminated the condition considered to be a breach of contract, the City Manager shall so notify the City Commission and a hearing date shall be set within fifteen (15) days of such notice.

At that time, the City Commission shall hear the Contractor, and the City representatives and shall make a determination as to whether or not there has been a breach of contract, and shall direct what further action shall be taken by the City, as hereinafter provided. Any lesser remedial action than cancellation shall not waive the City's right to further remedial action. The Water and Waste Water Director or his/her designee may assess liquidated damages of \$1,000 per day of breach not as a penalty, but as a good faith effort to ascertain and provide for damages that are unable for precise determination under the context of this agreement for failure to perform under this Contract. Such assessments may be appealed to the City Commission within seven (7) days of being assessed for nonperformance. Decisions of the City Commission shall be final. In the event of a default described herein, the Contractor shall be liable to City for all damages including, but not limited to, reasonable attorneys fees and Court costs. Repeated failure to perform as required by this Contract or repetitive defaults of similar nature shall be grounds for the City to terminate this Contract. The City may, notwithstanding any other provisions of this Agreement, elect to proceed with any legal remedy available to it under the provisions of applicable law in the event of a breach of contract, without limitation of the foregoing, City reserves the right to terminate this Agreement at any time if Contractor defaults in its performance of any of the terms and conditions of this Agreement.

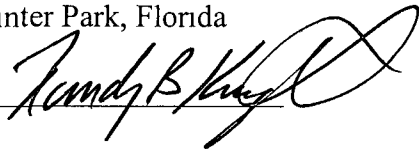
- d **Right to Require Performance** The failure of the City at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the City thereafter to enforce same. Nor shall waiver by the City of any breach of provisions hereof taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

**19 Disruption in Collection and Disposal Services.**

In the event a disruption (e.g. strike, labor stoppage, collection equipment in disrepair) causes Contractor to fall one week or more behind in its collection schedule, City may, at its option, cause the collection and disposal services to be performed by any means available to City. Such means may include, but not be limited to, City taking over and operating the collection equipment used in the performance of this Agreement until such time Contractor can perform the collection and disposal services and City contracting with a third party to perform the collection and disposal services. Any cost incurred by City in exercising this option shall be charged against Contractor and the performance bond or alternative letter of credit furnished by Contractor under this Agreement. The foregoing option shall only be exercised by a majority vote of the City's City Commission after the City Commission has declared that the disruption has caused an emergency to arise within the service area that adversely affects the public health, safety, and welfare.

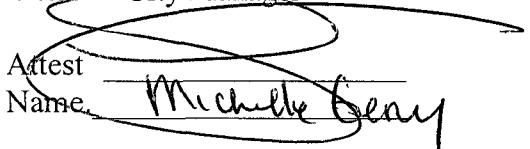
**IN WITNESS WHEREOF**, the parties hereto have executed, or caused to be executed by their duly authorized officials, this **AGREEMENT** in duplicate each of which shall be deemed an original on the first date as written

City of Winter Park, Florida

Signature 

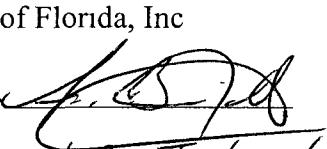
Name Randy B Knight

Title City Manager

Attest 

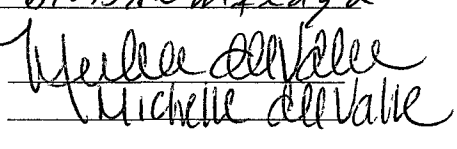
Name Michelle Geny

Waste Pro of Florida, Inc

Contractor 

Name Frank B. Jelonek

Title Division Manager

Attest 

Name Michelle DeValle

## Exhibit I City Facilities and Service Schedule

The list of services outlined in this exhibit will be provided to the City free of charge. This list will be updated as permanent facilities are added to the City facilities. Temporary construction projects are not included in this list.

### Facility

#### Park Avenue Street Containers

32 street cans with liners, serviced 7 times per week, 5:00AM Weekdays/6:00AM Weekends

#### New England/Hannibal Square Street Containers

15 street cans

#### Orange Avenue Street Containers – N/A

#### Existing and Proposed Bus Shelter Containers

20 containers, 55 gallon bags, serviced twice weekly or as needed

#### WP Golf Course - Maintenance Area – N/A

#### WP Golf Course – Clubhouse

8 Ottos

#### Azalea Lane Recreation Center

6 Ottos

#### Fleet Peoples Park (Dog Park)

25 Ottos, (1) 6 yd FEL, serviced once weekly

#### Central Public Works Compound (Multiple Buildings)

15(+/-) Ottos

(1) 20 yd for tires, serviced as needed

(4) 30 yd roll-offs, serviced twice per month

(1) 30 yd roll-off for PVC, serviced once per month

(1) 4 yd FEL serviced once per week

#### Cady Way Community Pool

(2) 4 yd FEL serviced once weekly

#### Cady Way Tennis Court

5 Ottos

Showalter Field

50 Ottos, (1) 4 yd FEL serviced twice weekly, (1) 4 yd FEL serviced once weekly

343 W Canton Avenue Fire Station #61

9 Ottos, 4 recycle bins

Lakemont Fire Station #62

2 Ottos, 2 recycle bins

Howell Branch Fire Station #64

1 Otto

City Hall/Public Works Building

(2) 4-yd FEL serviced once weekly

Welcome Center/Chamber of Commerce

(1) 4 yd FED

Police Department Gun Range/Temple Trail Complex

4 Ottos

(1) 3 yd FEL, serviced weekly

Mead gardens Complex

30 Ottos

(1) 4 yd FEL, serviced once weekly

Harper Avenue Shuffle Board Complex – N/A

Public Safety Complex /911 Communications Bldg

10 Ottos

(1) 4 yd FED, serviced daily

WP Library

(1) 4 yd FEL, serviced once weekly

Central Park

40 Ottos

Farmers Market

20 Ottos – Not all 20 in service all of the time However, Farmers Market is serviced twice per week regardless

Rachel D Murrah Civic Center

(1) 2 yd FEL, serviced three times per week

Community Center

15 Ottos

(1) 6 yd FEL, serviced twice weekly

Palm & Piney Woods Cemeteries

Palm – (1) 30 yd roll-off, serviced as needed

Pineywood – (1) 6 yd FEL, serviced once weekly

Dinky Dock Park – N/A

Phelps Park – N/A

Lake Island Community Playground/Sports Fields

55 Ottos – Not all 55 in service all of the time. However, Lake Island Community Playground/Sports Field is serviced twice per week regardless

Kraft Gardens Park

12 Ottos

Winter Park Estates Wastewater Treatment Facility

2 Front load with wheels, serviced twice per week

Swoope Water Treatment Plant – N/A

Magnolia Water Treatment Plant – N/A

Aloma Water Treatment Plant – N/A

Wymore Water Storage facility – N/A

*WP Sponsored SPECIAL EVENTS (Shall include recycling containers per event organizer)*

Taste of Winter Park

July 4<sup>th</sup> Celebration

Arbor Day

Special Event Boxes

Winter Park Sidewalk Art Festival

Autum Art Festival

Run for The Trees

*Please note*

- 1) The City reserves the right to amend this list as new facilities are added or to modify the service provided to existing facilities*
- 2) All street containers, regardless if they are identified above, are the responsibility of the contractor to empty and service with liners as needed*

**EXHIBIT II**  
**SCHEDULE OF ADMINISTRATIVE CHARGES**

The following administrative charges will be assessed to the Contractor for all legitimate complaints beginning 08/01/2009 and continuing through the end of the contract

- A. Collection Misses**
- 1 Failure or neglect to collect properly prepared solid waste, program recyclables, or yard trash from any curb or City facility or deliver, maintain or replace a bin or cart at those times provided by the resulting contract. Service issues shall be resolved within twenty-four (24) hours of the day of notification. Each failure shall result in the imposition of a \$50 fine. Each additional twenty-four (24) hours of failure to collect after previous notification shall result in the imposition of a \$150 charge.
  - 2 If the same premises are missed a second time within ninety - (90) days of the first incidence, it shall result in the imposition of a \$100.00 charge. Each additional twenty-four (24) hours of failure to collect after previous notification shall result in the imposition of a \$250 charge.
  - 3 If the same premises are missed a third time within ninety - (90) days of first incidence, it shall result in the imposition of a \$250.00 charge. Each additional twenty-four (24) hours of failure to collect after previous notification shall result in the imposition of a \$500 charge. Referenced premises shall be placed on a ninety - (90) days supervised monitor list and any collection miss shall result in the imposition of a \$1000 charge, per incident.
- B Spillage and litter** Failure to complete residential pickup or clean up spilled material from loading and/or transporting shall result in a \$25 per incident, per location charge
- C** Failure to replace any container damage or repair property damage caused by the Franchisee or their personnel within five (5) business days of notification shall result in a \$25 per incident charge. Each additional twenty-four (24) hour period without replacement shall result in the imposition of a \$50.00 charge
- D** Failing to maintain properly licensed vehicle operators shall result in a \$100 per incident, per day charge
- E** Failure to maintain office hours as required by this ITB and the resulting contract shall result in a \$250 per incident, per day charge
- F** Failure to maintain a call-in center or complaint database during service routes shall result in a \$100 per incident, per day charge
- G** Failure of personnel to treat customer(s) or their property in a professional manner shall result in a \$15 per incident charge. Failure to follow designated disposal and recycling facility rules and policies may result in personnel being banned for up to three (3) working days at the facility director's discretion



- H Failure to maintain equipment in a clean, safe and sanitary manner shall result in a \$15 charge per infraction
- I Chronic equipment problems Failure or neglect to correct chronic equipment problems (chronic shall mean three instances of the same or similar problem with equipment/trucks within a twelve month period) shall result in the imposition of a \$250 charge for each occurrence after the second
- J Failure to maintain and/or submit to the City all documents and reports required under the provisions of this ITB and resulting contract shall result in the imposition of a \$25 per incident, per day charge
- K Failure to paint, repaint or display the Franchisee's name and phone number on collection vehicles shall result in the imposition of \$25 charge per incident, per day
- L Failure to comply with the hours of operation, route supervision or provide 24-hour emergency response contact and telephone number response, as required by this ITB shall result in the imposition of a \$100 per incident charge
- M Failure to deliver, maintain or replace bins or carts or throwing of containers or recycling bins shall result in the imposition of a \$25 per incident, per location charge
- N Blocking driveways with containers or recycling bins shall result in the imposition of a \$25 per incident, per location charge
- O Chronic nuisance complaint problems referenced in items J & K Failure or neglect to correct chronic nuisance problems (chronic shall mean three (3) or more similar legitimate complaints within a twelve (12) month period) shall result in the imposition of a \$250 charge for each occurrence after the second
- P Route Completion Failure or neglect to complete each route (including missing whole streets) on the regular scheduled collection day within twenty-four (24) hours of the day of notification shall result in the imposition of a \$500 per route, per day charge for each instance
- Q Changing routes without proper notification, of this ITB shall result in the imposition of a \$10,000 per route charge
- R Mixing Materials Intentionally mixing yard trash, recyclables or solid waste during collection shall result in the imposition of a \$250 charge for each instance
- S Mixing Recyclables Mixing recyclable dual sort items during collection or tipping at the designated RMPF shall result in the imposition of a \$150 charge for each occurrence
- W Failure to collect dead animals, Adopt-a-road litter bags, event bins, carts or roll-offs from right of ways within twenty-four (24) hours of notification shall result in the imposition of a \$25 charge For each additional twenty-four (24) period, a \$100 charge shall be assessed for each occurrence
- X Failure to provide promotional, educational materials and/or advertisements shall result in the imposition of a \$1,000 charge per event

**EXHIBIT III**  
**MINIMUM ACCEPTABLE SINGLE STREAM RECYCLING MATERIALS**

Steel and Tin Cans Includes steel and tin cans and empty aerosol cans

Aluminum Includes aluminum beverage containers, aluminum foil and aluminum pie plates

Glass Clear (flint), brown (amber) and green, blue food and beverage jars and bottles  
Paper labels, rings and lids on glass containers are acceptable

PET Plastic Bottles (SPI code No 1) PET containers, such as beverage bottles, dishwashing soap bottles, shampoo bottles and similar items

HDPE Plastic Bottles (SPI code No 2) Blow molded, closed mouth natural and colored HDPE containers generally consisting of plastic milk jugs, water bottles, detergent bottles and similar items Paper labels are acceptable Rinsed containers that may have held toxic or contaminated materials are acceptable

Preparation Residents shall be asked to rinse the items and remove organics, other contents, labels, lids and plastic caps, but there is no requirement for these to be removed from Recyclable Containers Inclusion of organics, caps, lid, labels and other contents shall not be reason for rejection

Recyclable Paper consists of the following materials,

ONP All loose or paper bagged newsprint is acceptable and includes all paper that is distributed with or as part of general circulation newspapers

OCC All loose old corrugated containers that are flattened and either cut down or folded to size, no more than 4' X 4' flattened and 2' X 2' square Staples and tape do not have to be removed

Brown Paper Bags All loose or bagged Kraft paper sacks used to hold newspaper

Telephone Books Old telephone directories

Magazines Old magazines including catalogs and similar printed material with glossy pages

Paperboard Cereal boxes (without plastic liner), drink boxes, snack boxes, etc Wax-coated paperboard is acceptable

Mixed Residential Paper: Mixed paper, including shredded paper, may include all of the following junk mail, high-grade paper, white and colored ledger, copier paper, office paper, laser printer paper, computer paper including continuous-formed perforated white bond or green bar paper, book paper, cotton fiber content paper, duplicator paper, form bond, manifold business forms, mimeo paper, note pad paper, loose leaf fillers, stationery, writing paper, paper envelopes including envelopes with plastic windows, carbonless (NCR) paper, tabulating cards, facsimile paper, and manila folders

Items NOT Accepted for Single Stream Recycling

Plastic bags

Plastic tubs

Garbage

Exhibit IV  
Rate Sheet

Residential	2x1x1 with recycling bins	\$14 80
Residential	2x1x1 with recycling cart	17 15
Residential	Each cart above two one time maintenance fee	65 00
Residential	Each cart above two monthly collection fee	7 75
Residential	Bulk* Per Item	25 00
Residential	Bulk* up to 2 yards	67 16
Residential	Bulk* each additional yard	27 99
Residential	Bulk Yard Waste (over 3 yards)	10 00 per yard
Commercial	Cart service (per cart)	25 76
Commercial	Minimum service charge	25 76
Commercial Front Load	Loose per yard	5 95
Commercial Front Load	Compacted per yard	15 84
Commercial Front Load	Extra pick up per yard	14 88
Commercial Front Load	Extra pick up per yard compacted	39 60
Commercial Front Load	Lease fee for compactor	265 00
Commercial Front Load	Wheels	35 00
Commercial Front Load	Locks	25 00
Roll-Off (C&D)	Pull Charge – 20 yards	300 00
Roll-Off (C&D)	Pull Charge – 30 yards	350 00
Roll-Off (C&D)	Pull Charge – 40 yards	400 00
Roll-Off (Class 1&3)	Pull Charge	200 00 Plus disposal
Roll-Off Lease Fee (Open top)	15 yards	80 00
Roll-Off Lease Fee (Open top)	20 yards	80 00
Roll-Off Lease Fee (Open top)	30 yards	80 00
Roll-Off Lease Fee (Open top)	40 yards	80 00
Receiver	30 yards	175 00

Box Lease Fee		
Receiver Box Lease Fee	40 yards	175 00
Compactor Lease Fees	15 yards	450 00
Compactor Lease Fees	20 yards	450 00
Compactor Lease Fees	30 yards	450 00
Compactor Lease Fees	40 yards	450 00
Delivery Charge	Open tops & Compactors	80 00

\*Requires photo of waste and approval from the City

Exhibit V  
Franchise Fee Calculation  
(Sample Worksheet)

City of Winter Park  
Franchise Fees

APRIL-JUNE 2008

	<u>Rolloff</u>		<u>Commercial</u>
Total Revenue	\$ 198,411.44	Total Revenue	\$ 435,796.32
minus adjustments for monthly svc charges	\$32,782.68	/5.41 avg yds per p/u	80,553.85
		*\$1.02 (city fee surcharge/yd)	\$ 82,164.93
Total	<u>\$ 165,628.76</u>	Total	<u>\$ 82,164.93</u>
*15% Franchise Fee	\$ 24,844.31		
Total Rolloff Franchise Fee	<b>\$ 24,844.31</b>	Total Revenue	\$ 435,796.32
		Minus total of city fee for yardage	\$ 82,164.93
		Total	\$ 353,631.39
		Total	\$ 353,631.39
		*15% Franchise Fee	\$ 53,044.71
		15% Franchise Fee portion - from above	\$ 53,044.71
		City surcharge fee portion - from above	\$ 82,164.93
		Total Commercial Franchise Fee	<b>\$ 135,209.63</b>
<hr/>			
<b>Total Franchise Fee Due City of Winter Park</b>			<b>\$ 160,053.95</b>