

RESOLUTION NO. R-2023-336

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE A THIRD AMENDMENT RENEWING THE AGREEMENT FOR RECYCLABLES PROCESSING SERVICES WITH WASTE CONNECTIONS OF FLORIDA, INC. IN AN ESTIMATED AMOUNT OF \$1,900,000.00 FOR A FIVE-YEAR PERIOD.

WHEREAS, the Department of Public Works, Environmental Services Division is responsible for recyclable processing services, and required an agreement with a qualified contractor to provide solid waste disposal services Citywide; and

WHEREAS, on May 7, 2014, the City Commission passed and adopted Resolution Number R-2014-111, which authorized the City to enter into an agreement with Progressive Waste Solutions of FL, Inc., f/k/a Waste Services of Florida, Inc. and now d/b/a Waste Connections of Florida, Inc. ("Waste Connections"), to provide recyclables processing services in accordance with Bid F-4365-13-IS, for an initial five-year term for an estimated annual expenditure of \$380,000.00, with the option to renew for two additional five-year periods; and

WHEREAS, on June 6, 2018, the City Commission passed and adopted Resolution Number R-2018-193, which authorized the execution of a First Amendment with Waste Connections to allow for an interim contract term and revise the compensation to allow the City to evaluate its Solid Waste and Recyclables Processing Services; and

WHEREAS, on June 19, 2019, the City Commission passed and adopted Resolution Number R-2019-165, which authorized the execution of a Second Amendment with Waste Connections to set the term and revise the compensation; and

WHEREAS, the current contract with Waste Connections expired on July 3, 2023, which had a renewal option for an additional five-year period; and

WHEREAS, the contract renewal was delayed due to a recycling contamination study that was completed by Waste Connections to determine the contamination rate for the City in order to begin price negotiations; and

WHEREAS, recyclables processing fees set forth in the Waste Connections agreement will increase from \$61.81 per ton to \$181.00 per ton; and

WHEREAS, at no cost to the City, Waste Connections conducted a composition study from April 3, 2023 to April 8, 2023, which involved their staff members taking three

sample piles from each loaded Wastepro USA truck received with recycling material, then separating the materials to study contamination levels; and

WHEREAS, the study resulted in a contamination rate of 81.5%, but after the first full contract year, at the City's expense, the City shall conduct a third-party composition study of the Program Recyclables and if contamination is determined to be 25% or less, the City and Contractor shall negotiate a possible adjustment to the processing fee and a possible revenue share percentage of the Average Market Value of the Program Recyclables; and

WHEREAS, as a result of the foregoing delays, the City Manager extended the Contract deadline utilizing the 120 day extension period granted to him, for operational purposes, by City Code; and

WHEREAS, the Director of the Department of Public Works recommends that the City Commission approve and authorize the execution of the attached Third Amendment to the Agreement with Waste Connections for recyclables processing services in an estimated amount of \$1,900,000.00 over a five-year period; and

WHEREAS, the City Commission recommends approval of the Third Amendment subject to the following condition: the Agreement may be terminated by the City, without cause, in the event that the Broward Solid Waste Authority has other recycling opportunities available to the City and the City decides to join and participate with a recycling processing opportunity offered by the Broward Solid Waste Authority. Additionally, either party shall be entitled to terminate the Agreement, without cause, upon written notice to the other party of no less than 180 days; and

WHEREAS, Section 38.49(C)(1) of the Procurement Code states that when a contract entered into by the City pursuant to City Commission approval provides for one or more renewals by affirmative action of the City and the estimated annual cost of a renewal exceeds \$250,000.00, only the City Commission is authorized to approve such renewals, which includes this desired renewal; and

WHEREAS, funding for the renewal agreement is available in account number 445.520102.53400.534980.000000.000.000.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA.

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated in this Resolution.

Section 2: That it approves and authorizes the execution, by the appropriate City officials, of the attached Third Amendment to the Agreement with Waste Connections of Florida, Inc., together with such non-material changes as may subsequently be agreed to by the City Manager and approved as to form by the City Attorney.

A RESOLUTION AUTHORIZING CITY OFFICIALS TO EXECUTE A THIRD AMENDMENT RENEWING THE AGREEMENT FOR RECYCLABLES PROCESSING SERVICES WITH WASTE CONNECTIONS OF FLORIDA, INC. IN AN ESTIMATED AMOUNT OF \$1,900,000.00 OVER A FIVE-YEAR PERIOD.



Section 3: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 18 day of October, 2023



JOSH LEVY, MAYOR

ATTEST:

PATRICIA A. CERNY, MMC
CITY CLERK

APPROVED AS TO FORM:



DOUGLAS R. GONZALES
CITY ATTORNEY

DM



Blanket Purchase Agreement PA600156

Supplier Details:

Company Waste Connections of Florida
Waste Connections of Florida
Contact Damian Ribar
Address 3 Waterway Square Place
Suite 110
The Woodlands, TX 77380

Submit your response to:

Company City of Hollywood, FL - Public Works Environmental Services Administration
Contact Collazo, Joshua
Address 1600 South Park Road
Hollywood FL 33020
Phone 1-954-921-3043
Fax
E-mail jcollazo@hollywoodfl.org

Dear Vendor:

This is to inform you that the City of Hollywood, Florida is entering a Blanket Purchase Agreement with your Company based on the following:

Formal Bid R-2019-165; Second Amendment; F-4365-13-LS

DRAFT



Blanket Purchase Agreement PA600156

Agreement	PA600156
Creation Date	20-SEP-2023
Change Order	6
Change Order Date	20-SEP-2023
Revision	3
Agreement Amount	10,599,540.02 USD

VENDORS MUST INCLUDE THE CITY'S PURCHASE ORDER NUMBER ON ALL INVOICES. PLEASE SUBMIT ALL INVOICES TO ACCOUNTSPAYABLE@HOLLYWOODFL.ORG.

OR
Mail To
City of Hollywood
Accounts Payable, Room 119
P.O. Box 229045
Hollywood, FL 33022-9045

Supplier
Waste Connections of Florida
Waste Connections of Florida
3 Waterway Square Place
Suite 110
The Woodlands, TX 77380

Notes

Customer Account Number	Supplier Number	Payment Terms	Freight Terms	FOB
	34444	Net 30	None	Destination
	Start Date	End Date	Shipping Method	
Initial Award Term	07/31/2019	07/02/2028		
First Renewal Period	05/08/2014	07/02/2018		
Second Renewal Period	07/03/2018	07/02/2023		
Third Renewal Period	07/03/2023	07/02/2028		
Fourth Renewal Period				

Attachments			
Type	File Name or URL	Title	Description
File	R-2019-165 - Recycling Processing 2nd Amendment 07.2019 (003).pdf	R-2019-165 - Recycling Process	Agreement Expire 7.2.23

Line	Item	UOM	Price	Expiration Date
1	Recyclables Processing Services		0.00	
	Supplier Item each			
Attachments				
Type	File Name or URL	Title	Description	

TERMS AND CONDITIONS

The following Terms and Conditions are applicable to this order entered into by and between the City of Hollywood (referred to as Buyer) and Vendor (referred to as Seller).

MODIFICATIONS

This purchase order form and any other document pertaining to this transaction which has been acknowledged in writing by the Director is a complete and exclusive statement of this order. Accordingly no modification or amendment shall be binding upon the Buyer unless signed by the Director. The City Attorney has approved these standard terms and conditions as to form and legality. Accordingly no modification of these terms and conditions shall be binding upon buyer unless they are endorsed and approved by the City Attorney. In the event of a conflict between these terms and conditions and any other document pertaining to the transaction covered by this order, these terms and conditions shall prevail.

ASSIGNMENT

Any assignment of this order or the performance of work hereunder, in whole or in part, is prohibited.

EXCUSABLE DELAYS

The Buyer may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interests of the Buyer and is due to causes beyond the control of to Seller. Such grant must be in writing and made part of the order.

DEFAULT

In the event of default by the Seller, Buyer may procure the articles or services covered by this order from other sources and hold to Seller responsible for any excess costs occasioned thereby, in addition to all other available remedies at law or equity.

TERMINATION

Buyer, acting through its City Manager or his/her designee, reserves the right to terminate this order in whole or in part for default (a) if Seller fails to perform in accordance with any of the requirements of this order or (b) if Seller becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Seller under any State or Federal Law relating to bankruptcy, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to Buyer except for completed items delivered and accepted by the Buyer. Seller, will be liable for excess costs of reprourement.

F.O.B.

In those cases where F.O.B. point is not Destination, Seller is required to prepay freight charges and list separately on invoice. Collect shipments will not be accepted.

TERMS

By accepting this order, the Seller agrees that payment terms shall be Net 30 unless otherwise stated.

INVOICING

Seller must render original invoice to the City of Hollywood, Department of Financial Services, P.O. Box 229045, Hollywood, Florida 33022-9045.

TAX

The City of Hollywood is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the City, which are not otherwise exempt, shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Seller be authorized to use the City Tax Exemption Number in securing such materials.

RESPONSIBILITY

Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly signed and authorized City of Hollywood order, issued by the Procurement Services Division.

ACCEPTANCE

Seller's acceptance of this order will be presumed unless Seller acknowledges exception, in writing, to Buyer within ten (10) calendar days after date of order.

DELIVERIES

Deliveries are to be made during the hours of 7:30 a.m. to 4:00 p.m. Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall notify the Buyer of deliveries that require special handling and/or assistance for off-loading. Failure to notify the Buyer concerning this type of delivery will result in the billing to Seller of any add-on redelivery, storage or handling charges.

INSPECTION

All Commodities delivered on this order are subject to inspection upon receipt by a representative of the Buyer. All rejected



Blanket Purchase Agreement PA600156

commodities shall remain the property of the Seller and will be returned at the Seller's expense.

QUANTITIES

Quantities specified in the order cannot be changed without Buyer approval. Goods shipped in excess of quantity designated may be returned at the Seller's expense.

PAYMENT CHANGES

Payments will be made only to the company and address as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company.

ANTI-DISCRIMINATION

Sellers doing business with the Buyer are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensations, methods and training selection.

UNIFORM COMMERCIAL CODE

Florida law, including without limitation the Uniform Commercial Code (Chapter 670 - 680, Florida Statutes), shall apply to and supplement the terms and conditions of this order. Venue shall lie in a court of competent jurisdiction in Broward County, Florida.

LEGAL RESPONSIBILITY

By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and Local laws, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

LIABILITY - COPYRIGHT/PATENT/TRADEMARK

Seller shall save and hold harmless Buyer, its officers, employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to Buyer or used in the performance of this order.

INDEMNIFICATION

Seller shall indemnify, hold harmless and defend Buyer, its officers, employees and agents from and against any and all claims, damages, liability, judgments or causes of action, including costs, expenses and attorney fees, incurred as a result of any error, omission or negligent act by the Seller, its officers, employees, agents, subcontractors or assignees arising out of this order.

OCCUPATIONAL SAFETY AND HEALTH

Seller must comply with requirements under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Materials Safety Data Sheet (M.S.D.S.).

REPRESENTATIVE

All parties to this order agree that the representatives named herein are, in fact, bonafide and possess full and complete authority to bind said parties.

PUBLICITY

No endorsement by the City of the product and/or service will be used by Seller in any way, manner or form in product literature or advertising.

INSURANCE

The Seller of services must have secured and maintained the required amount of \$1,000,000 general and \$500,000 automobile liability limits and must list the City as an additional insured of this coverage. The Seller must have worker's compensation coverage as required by law. Any exception to the above stated limits or other requirements must be endorsed and approved by the City of Hollywood Risk Manager.

WARRANTY

For purposes of this order, Seller warrants: (a) the goods shall strictly conform to all specifications, drawings, instructions, advertisements, statements on containers or labels, descriptions and samples; (b) the goods shall be free from defects in workmanship and material and shall be new and of the highest quality; (c) Buyer shall receive title to the goods that is free and clear of any liens, encumbrances and any actual or claimed patent, copyright or trademark infringement; (d) the goods shall be merchantable, safe and fit for the Buyer's intended purposes, which purposes have been communicated to Seller; (e) the goods shall be adequately contained, packaged, marked and labeled; and (f) the goods shall be manufactured in compliance with all applicable federal, state and local laws, regulations or orders, and agency or association standards or other standards applicable to the manufacture, labeling, transporting, licensing, approval or certification, including by way of illustration and not by way of limitation, the Occupational Health and Safety Act, the Fair Labor Standards Act, and any law or order pertaining to discrimination.



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In the event that services are provided in connection with the supply of goods, Seller expressly warrants that the services will be performed: (a) with due professional care; (b) in a workmanlike, professional, timely and diligent manner; (c) in accordance with all applicable industry standards and industry best practices; (d) by qualified workers experienced in performing the work specified; (e) in strict conformance with applicable specifications and industry accepted performance criteria; and (f) in strict conformance with this order, including but limited to any statement(s) of work issued, or quote(s) received, by Buyer.

The warranty period shall be 12 months from the date of first use of the goods by Buyer or 12 months from the date of acceptance by Buyer, whichever occurs later, unless otherwise mutually agreed to by the Buyer and Seller.

Notwithstanding the foregoing, Seller agrees to waive the expiration of the warranty period in the event there are failures or defects discovered after the warranty period of a material nature or in a significant portion of the goods, or a defect is discovered which, in Buyer's opinion, constitutes a threat of damage to property or to the health and safety of any person.

Signature: Steve Stewart
Director, Procurement and Contract Compliance

DRAFT

**THIRD AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF
HOLLYWOOD, FLORIDA AND WASTE CONNECTIONS OF FLORIDA, F/K/A
PROGRESSIVE WASTE SOLUTIONS OF FL, INC., FOR RECYCLING
PROCESSING SERVICES**

THIS THIRD AMENDMENT to the Agreement dated May 7, 2014 is made and entered into on _____, 2023, by and between the City of Hollywood, a municipal corporation organized and existing under the laws of the State of Florida ("City") and Waste Connections of Florida, Inc., f/k/a Progressive Waste Solutions of FL, Inc., a Delaware Corporation, authorized to do business in the State of Florida ("Vendor").

RECITALS

WHEREAS, on May 7, 2014, the City and Progressive Waste Solutions of FL, Inc., f/k/a Waste Services of Florida, Inc. and now known as Waste Connections of Florida, entered into an agreement pursuant to Bid No. 4365-13-IS for Vendor to provide recycling processing services; and

WHEREAS, on June 6, 2018, the City Commission passed and adopted Resolution No. R-2018-193, which approved and authorized the execution of a First Amendment to the Agreement to allow for an interim contract term and revised compensation in order to allow the City to evaluate its Recyclables Processing Services; and

WHEREAS, on June 19, 2019, the City Commission passed and adopted Resolution No. R-2019-165, which approved and authorized the execution of a Second Amendment to the Agreement to provide for a term and revised compensation; and

WHEREAS, on _____, 2023, the City Commission passed and adopted Resolution No. R-2023- _____, which approved and authorized this Third Amendment to the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein, and for other valuable consideration received, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. That Article II of the Agreement entitled "Term" is amended as follows:

The term of this Agreement shall be from July 3, 2023 to July 2, 2028. This Agreement may be terminated by the City, without

cause, in the event that the Broward Solid Waste Authority has other recycling opportunities available to the City and the City decides to join and participate with a recycling processing opportunity offered by the Broward Solid Waste Authority. Additionally, either party shall be entitled to terminate this Agreement, without cause, upon written notice to the other party of no less than 180 days.

2. That Article IV of the Agreement entitled "Revenue" is amended as follows:

That the City shall pay the Vendor a Recyclables Processing Fee in the amount of \$181.00 per ton for deliveries deemed to be under 50% contamination. Contamination above 50% shall be treated as municipal solid waste and disposed of and charged to the City at the current rate of \$61.81 per ton.

3. That Section 1. 17 entitled "Definitions" shall be amended to include the following:

Contamination means non-recyclable materials found in the Program Recyclables stream, except for de minimis materials often placed with Recyclable Materials such as caps and labels.

4. That Exhibit " A" entitled Scope of Work, Technical Specifications/ Scope of Services for Recyclables Processing is amended and restated as more specifically set forth in the attached Exhibit " A".
5. That all other terms and conditions of the May 7, 2014 Agreement shall remain in full force and effect.

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IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

ATTEST:

CITY OF HOLLYWOOD, a municipal Corporation of the State of Florida

Patricia A. Cerny, MMC
City Clerk

By: _____
Josh Levy, Mayor

Approved as to Form:

Approved by: _____
David Keller, Director
Financial Services

Douglas R. Gonzales
City Attorney

Witness:

Waste Connections of Florida, Inc.

Secretary
Print Name: _____

By: _____
Signature
Title: _____

Exhibit "A"
Scope of Work
Technical Specifications/Scope of Services For
Recyclables Processing

6.1 Contractor's Recyclables Processing Responsibilities.

6.1.1 Designated Facilities.

- (i) The facility at which the Contractor will receive delivery of the Program Recyclables (Designated Receiving Facility) shall be the Contractor's facility located at 1899 SW 31st Avenue, Pembroke Park, Florida 33009.
- (ii) The facility at which the Contractor will process Program Recyclables (Designated Processing Facility) shall be the Contractor's facility located at 3840 NW 37th Court, Miami, Florida 33142.
- (iii) The Designated Receiving Facility and Designated Processing Facility may be changed only with prior approval by the Contract Administrator.
- (iv) The Contractor shall be fully responsible for all aspects of the management, operations, and maintenance of the Designated Receiving Facility and Designated Processing Facility.
- (v) The Contractor shall ensure that the Designated Receiving Facility and Designated Processing Facility are operated at all times in full compliance with all applicable Federal, State and Local laws, regulations, permits, and similar requirements.
- (vi) The City shall have the right, during the Contractor's hours of operation, to inspect both the operating and maintenance practices of the Designated Receiving Facility and Designated Processing Facility. Operating practices shall include but not be limited to: the receipt, separation, processing, loading, storage, and transport of Recyclable reasonably accommodate the City's inspection rights

described herein, provided it does not create a safety hazard.

6.1.2. Materials Acceptance.

- (i) The City shall direct the City's Contract Hauler to deliver all Program Recyclables to the Designated Receiving Facility during the scheduled receiving hours specified in this Contract. Program Recyclables will be delivered Single Stream. The City makes no assurances or guarantees regarding the quantity of Program Recyclables that will be delivered to the Designated Receiving Facility.
- (ii) The Contractor shall accept deliveries of Program Recyclables at the Designated Receiving Facility between the hours of 6:00 a.m. and 6:00 p.m. Monday through Friday and 6:00 a.m. and 4:00 p.m. on Saturday or other hours, approved in writing, by the Contract Administrator. The Designated Receiving Facility may be closed on Holidays as defined in this Contract. No reduction in scheduled receiving hours shall be made without the prior written approval of the Contract Administrator.
- (iii) Program Recyclables shall include newspapers (including inserts), corrugated cardboard, mixed paper (including but not limited to brown paper bags, magazines, junk mail, white and colored paper, shredded paper in a bag, and paperboard), aluminum cans, plastic containers and bottles marked with SPI codes 1-2, glass bottles and jars, tin and ferrous cans, and aseptic containers. The City reserves the right to add or remove Recyclable Materials to the list of Program Recyclables upon mutual agreement by the contracting parties.
- (iv) The Designated Receiving Facility shall be operated to facilitate delivery vehicle access during operations. The daily average delivery vehicle turnaround time from arrival at the facility site to exit from the facility site shall not exceed 20 minutes. Delays caused by equipment failure not due to negligence of the Contractor or other fault of the delivery vehicle shall not be included in the turn-around time computation. The Contractor will provide the City with access to its records to verify vehicle turnaround time within 24 hours' notice.
- (v) The Designated Receiving Facility shall be equipped with adequately-sized legal-for-trade truck scales and computerized recordkeeping systems for weighing and

recording all incoming Program Recyclables delivery vehicles. Such scales shall be permitted and in compliance with applicable Florida laws. The Contractor shall calibrate and certify scales no less frequently than annually.

- (vi) The Contractor shall weigh all trucks transporting Program Recyclables that enter the Designated Receiving Facility, record such weights separate from all other materials, and generate reports of incoming Program Recyclables as required herein or requested by the City. The Contractor may use tare weights. If the Contractor chooses to do so, all tare weights must be recalibrated at least every 60 calendar days.
- (vii) If a truckload of Program Recyclables delivered to the Designated Receiving Facility contains more than 50 percent Contamination by volume (Excessively Contaminated), the Contractor shall immediately notify the Contract Administrator and document the incident with digital photographs of the load and the truck, including the truck number that delivered the load.
 - a. If the Contract Administrator concurs with the Contractor, then the Contractor shall dispose of the entire load and charge the City the then current Solid Waste Disposal Rate.
 - b. If the Contract Administrator disputes the Contractor's claim, then the Contract Administrator will visit the Designated Receiving Facility to observe the load and make a final determination. If the Contract Administrator concurs with the Contractor, then the Contractor shall dispose of the entire load and charge the City the then current Solid Waste Disposal Rate. If the Contract Administrator determines the load does not contain 50 percent Contamination by volume, then the Contractor shall process the load. The Contract Administrator's determination shall be final.
- (viii) If Hazardous Waste is found within a load of Program Recyclables delivered by the City or its agents to the Designated Receiving Facility, the Contractor shall immediately notify the Contract Administrator and document the incident with digital photographs of the Hazardous Waste and the truck, including the truck number, that delivered the load. The Contractor is responsible for properly isolating, containerizing, and disposing of such Hazardous Waste in accordance with all applicable laws. The cost of managing and disposing of such Hazardous Waste shall be borne by

the City, provided that the Contractor has adequately documented that such waste was delivered by or on behalf of the City.

- (ix) In the event the Contractor fails, refuses, or is unable to accept Program Recyclables at any time during the term of the Contract, the Contractor will be liable for all hauling, processing, transportation, disposal charges, and any other related costs that may be incurred by the City with respect to recycling and marketing such materials.

6.1.3 Transport, Processing, Marketing, and Disposal

- (i) Upon acceptance of Program Recyclables at the Designated Receiving Facility, the Contractor shall bear all costs associated with processing and transporting Program Recyclables and marketing and transporting Recovered Materials. The Contractor is responsible for all costs of transporting and disposing of non-recyclable materials, including Rejects and Residue unless otherwise specified in this Contract, resulting from the processing of Program Recyclables.
- (ii) Unless the Contractor has prior permission from the City, the Contractor shall not dispose of and/or landfill any Program Recyclables or Recovered Materials resulting from the processing of Program Recyclables. The Contractor shall not knowingly, or without reasonable assumption, sell Program Recyclables or Recovered Materials resulting from processing of Program Recyclables to another agent that landfills or disposes of material other than through recycling. This does not apply to Rejects and Residue.

6.14 Record Keeping

- (i) The Contractor shall create, maintain, and make available records as required in this Contract or as required by all applicable local, State, and Federal laws, rules, and regulations; or as are reasonably necessary to document and track the performance of work pursuant to this Contract.
- (ii) The Contractor shall maintain records of the amounts of Program Recyclables received at the Designated Receiving Facility. Such records shall be kept separate and apart from all other records maintained by the Contractor.
- (iii) The Contractor shall maintain such records in accordance with generally accepted management principles and practices. The City shall have access to such books, records, documents,

and other evidence for inspection, review, and copying during normal business hours. The Contractor will provide proper facilities for such access and inspection. The Florida Public Records Act, Chapter 119 of the Florida Statutes, as amended, may have application to records or documents pertaining to this Contract, and Contractor acknowledges that such laws have possible application and agrees to comply with all such laws.

- (iv) The Contractor will maintain and allow access to books, records, data, documents, and reports relating to this Contract for five years following the conclusion or termination of this Contract.

6.1.5 Reporting

- (i) Prior to the 15th calendar day of each month during the term of this Contract, the Contractor shall submit a report electronically to the Contract Administrator, in a format approved by the Contract Administrator. The report shall provide the total tonnage of Program Recyclables received at the Designated Receiving Facility during the previous month, as well as a breakdown by delivery date and time, vehicle number, and quantity.
- (ii) Within 30 days of the end of each Contract Year, the Contractor shall provide the Contract Administrator with a report summarizing the total Tons of Program Recyclable delivered to the Designated Facility during the Contract Year and the net tonnage diverted from disposal. Additionally, the Contractor shall submit a copy of the annual report submitted to the Florida Department of Environmental Protection summarizing Recyclable Materials by type, quantity, and source.
- (iii) At least 30 days prior to the end of each Contract Year during the term of this Contract, the Contractor shall ensure and certify to the City that all required documents are current and on file with the City. Such documents include, but are not limited to, certificates of insurance and performance bond.

6.1.6 Public Education and Information

- (i) The Contractor shall, at no cost to the City, provide an educational presentation and educational materials for distribution at up to two events per Contract Year as requested by the City.
- (ii) The Contractor shall, at no cost to the City, provide tours of the Designated Receiving Facility and/or Designated Processing Facility upon at least seven calendar days' notice

by the City. The Contractor shall provide personnel (trilingual upon request) to lead the tour and all necessary personal safety equipment. Designated areas for tour-group participants to safely observe the operations of the facility will be jointly agreed to by both the City and the Contractor prior to conducting any tours.

6.1.7 Payment Calculation

- (i) A Processing Fee of \$181.00 per Ton shall be invoiced to the City. The Processing Fee shall remain the same through the first Contract Year. At the beginning of the second Contract Year and each subsequent Contract Year during the term of the Contract, the Processing Fee shall be adjusted based on 100 percent of the percentage change in the Consumer Price Index (CPI) between the month of April in the previous year and the month of April in the current year but shall not exceed 5%. The CPI will be the Consumer Price Index. In no event shall the CPI adjustment ever result in a reduction in the Solid Waste Disposal Fee. The CPI adjustment shall always be equal to or greater than zero.

After the first full Contract Year, at the City's expense, the City shall conduct a third-party composition study of the Program Recyclables. If Contamination is determined 25% or less, the City and Contractor shall negotiate a possible adjustment to the Processing Fee and a possible revenue share percentage of the Average Market Value of the Program Recyclables.

6.1.8 Invoicing and Payment

- (i) No later than the 15th day of each month, the Contractor shall submit a monthly report, in a form acceptable to the City, detailing the payment calculations specified in this Contract.

6.2 Performance Bond.

Prior to commencing services, the Contractor shall furnish to the City, and keep current for the full duration of the Contract and any renewal, a Performance Bond for the faithful performance of this Contract and all obligations arising hereunder in an amount equal to six months of Recyclables Processing Service Fees as estimated for Recyclables Processing.

6.3 Liquidated Damages

The City may assess liquidated damages against the Contractor for failing to provide recyclables processing services in compliance with requirements of this Contract. It is hereby agreed that the City may deduct from any monies due, or which may become due to the Contractor, liquidated damages, and not as a penalty, in the following amounts:

- | | | |
|----|---|-----------------------------|
| 1. | Failure to accept Program Recyclables during scheduled receiving hours. | \$500 per unaccepted load |
| 2. | Failure to provide a daily average delivery vehicle turnaround time that does not exceed 20 minutes | \$300 per day |
| 3. | Disposing of Recyclable Materials or Recovered Materials without prior approval of the Contract Administrator | \$1,000 per occurrence |
| 4. | Failure to submit timely records and reports | \$200 per calendar day late |
| 5. | Failure to make timely payment to the City | \$200 per calendar day late |