

June 1, 2020

Russell Mackie, Regional Vice President  
Waste Pro USA  
4100 Selvitz Rd  
Fort Pierce, FL 34981

Re: Failure to Meet Performance Standards pursuant to Solid Waste, Recycling, and Commingled Waste Collection Services – R-2019-240.

Dear Mr. Mackie:

The City of Hollywood has experienced service failures by Waste Pro under the above referenced agreement for solid waste, recycling, and commingled waste collection. Pursuant to the terms and conditions stated in the above referenced agreement, Waste Pro's Route Supervisors shall be responsible to ride thru the neighborhood to ensure that all collections have been completed and all customer complaints have been addressed each day. Crews must return to an address, if necessary, to provide service for the customer.

Please see attached supporting documentation which document multiple service failures by Waste Pro for the month of November, 2019 through January 31, 2020. These failures have been exported from the TracEz online system and verified by our Sanitation Code Compliance Officers in the field to validate these missed collections under *Solid Waste, Recycling, and Commingled Waste Collection Services Agreement*. During the course of our review of the TracEz complaints, there were some complaints of missed collections and unresolved complaints that were closed out prematurely by Waste Pro staff as resolved complaints.

Under the *Solid Waste, Recycling, and Commingled Waste Collection Services Agreement (Exhibit B, Item (I) Liquidated Damages)*, the fines were calculated based upon Item (B) Failure to respond to missed pickup in the timeframe required; Item (D) Reporting unresolved missed pickup or other service complaint as resolved; and Item (K) Failure to leave a Non-Collection notice for Customer.

Please see example of fine calculation breakdown which are detailed in the supporting documents included with this letter and as follow:

**Example:** Case #2448601 = Total # of Carts/Units Missed *multiplied by* the # of occurrences *multiplied by* (item B) Failure to respond to missed pickup (\$100.00) = subtotal amount of liquidated damage *Plus* (item D) # of times reported as resolved, but not resolved (\$500.00 per occurrence), i.e. 1 (# of carts) x 1 (\$100.00 per occurrences for 1<sup>st</sup> notification + \$500.00 (penalty amount) = \$600.00.

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33022-9045

[hollywoodfl.org](http://hollywoodfl.org)

The City issued a letter on December 16, 2019 to assess liquidated damages for the month of October, 2019 in the amount of \$47,850. To ensure accuracy, a review of these damages was conducted. This has resulted in an adjustment of the October, 2019 liquidated damage claim to be revised to reflect the amount of \$18,650.00.

As a result, **the total amount of liquidated damages the City is seeking to collect for breach of service is \$223,579.54, as specified in the table below.** Please be advised that such election for liquidated damages shall not be construed as a waiver of any and all legal remedies the City may have under this Agreement.

MONTH OF SERVICE	LIQUIDATED DAMAGES
October 2019	\$18,650.00
November 2019	\$71,429.54
December 2019	\$74,900.00
January 2020	\$58,600.00

Pursuant to the above referenced agreement, Waste Pro agreed that in case of breach of service, the City may elect to collect liquidated damages, not as a penalty, from Waste Pro in the amount set forth in the schedule specified in Liquidated Damages.

Sincerely,



Peter Bieniek  
Public Works Director

cc: Wazir Ishmael, City Manager  
George Keller, Assistant City Manager  
Douglas R. Gonzales, City Attorney  
Paul Bassar, Director of Procurement and Contract Compliance  
Charles Lassiter, Assistant Director of Public Works  
Randy Stovall, Environmental Services Superintendent