

**AGREEMENT
BETWEEN
CITY OF HOLLYWOOD, FLORIDA
AND
WASTE PRO OF FLORIDA, INC.
FOR
SOLID WASTE COLLECTION, RECYCLABLES COLLECTION, AND
YARD WASTE/BULK WASTE COLLECTION AND DISPOSAL
SERVICES**

This Agreement made and entered into this 15 day of October, 2019, by and between the City of Hollywood, a municipal corporation of the State of Florida (hereinafter "City") and Waste Pro of Florida, a Florida corporation authorized to do business in the State of Florida (hereinafter "Vendor").

WHEREAS, on August 28, 2019, the City Commission passed and adopted Resolution No. R-2019-240 which approved and authorized the execution of an agreement with the Vendor to provide solid waste collection, recyclables collection, yard waste/bulk waste collection and yard waste/bulk waste disposal services; and

WHEREAS, these services are based upon the services outlined in the attached Exhibit "A" along with the terms set forth in the attached Exhibit "B" along with the Vendor's proposal.

NOW, THEREFORE, in consideration of the mutual promises and understandings set forth herein, the parties hereto agree as follows:

**ARTICLE I
INCORPORATION OF DOCUMENTS**

The proposal submitted by Vendor, the attached Exhibits "A" and "B" and any addenda thereto, (hereinafter, collectively, the "Documents") are attached hereto and incorporated herein in their entirety. Except as otherwise provided in this Agreement, the parties shall comply with the terms and conditions set forth in the Documents. In the event of conflict, the terms of the Documents and any addenda thereto, shall prevail.

**ARTICLE II
TERM AND TERMINATION**

(a) Term. The Effective Date of this Agreement shall commence upon execution of this Agreement by the parties. The term of this Agreement shall be for a ten year term commencing on October 1, 2019 and expiring on September 30, 2029. This Agreement may be renewed at the option of the City for one additional three year term under the same terms and conditions as the initial term, including amendments. Any and all renewals are subject to City Commission approval.

(b) Termination. The City, may at any time, in its sole discretion, with or without cause, terminate this Agreement and will provide Vendor with written notification of such termination.

ARTICLE III SCOPE OF WORK

In accordance with the Documents, Vendor shall perform any and all Collection and Disposal Services as set forth in the Documents attached hereto and incorporated herein by reference as well as set forth herein.

ARTICLE IV COMPENSATION

In accordance with the Documents, City shall pay Vendor for Residential Collection of Solid Waste, Recycling, Yard Waste, Bulk Waste and Commingled Waste, a Fee in the amount of \$ 20.49 per Residential Unit for an estimated number of 34,659 Residential Units the First Contract Year. Payment of said Fee shall be pursuant to the Documents and the Fees after the First Contract Year shall be adjusted pursuant to the Documents and as set forth in Exhibit "B"

In accordance with the Documents, City shall pay Vendor for Yard Waste, Bulk Waste and Commingled Waste Processing, a Fee in the amount of \$34.00 per ton for Yard Waste Processing, \$41.80 per ton for Bulk Waste Processing and \$34.00 per ton for Commingled Waste Processing the First Contract Year. Payment of said Fee shall be pursuant to the Documents and the Fee after the First Contract Year shall be adjusted pursuant to the Documents and as set forth in Exhibit "B".

ARTICLE V INDEMNIFICATION

The parties hereby agree that the following indemnification provision shall govern this Agreement:

Vendor agrees to indemnify and hold harmless the City, its officers, agents and employees from and against any and all claims, suits, actions, damages and causes of action whatsoever, legal or administrative proceedings, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by Vendor, or anyone acting under its control, direction, or on its behalf in connection with or incident to its performance of this Agreement, the services and the Documents. Nothing in this Agreement or under the Documents shall be construed to affect in any way the City's rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in Section 768.28, Florida Statutes.

ARTICLE VI
NON-COLLUSION AFFIDAVIT

The Vendor hereby agrees and acknowledges that although the City Commission cancelled Bid No. F-4609-19-PB pursuant to Resolution No. R-2019-240, the Vendor's proposal is part of this Agreement and the Vendor shall execute the attached Non-Collusion Affidavit identified as Exhibit "C" at the time of execution of this Agreement.

ARTICLE VII
PUBLIC ENTITY CRIMES

In accordance with Section 287.133(3)(a), Florida Statutes, Vendor shall execute the attached Sworn Statement relating to Public Entity Crimes identified as Exhibit "D".

ARTICLE VIII
DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

By executing this Agreement, Vendor and its principals certify the following:

(a) That the Vendor and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) That Vendor and its principals have not within a three year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) That the Vendor and its principals are not presently indicted for or otherwise criminally or civilly charged by a governmental agency (Federal, State or local) with commission of any offenses enumerated in paragraph (b) of this certification; and

(d) That the Vendor and its principals have not within a three year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

ARTICLE IX
DRUG FREE WORKPLACE PROGRAM

Vendor hereby acknowledges and certifies that it has in place a drug-free workplace program and shall provide the City with a copy of its program. Vendor shall provide its employees with a published statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such

prohibitions. Further, all Vendor employees that are rendering services under this Agreement shall be notified that as a condition of working and providing the services under Agreement, that they will abide by the terms of the statement and will notify the Vendor of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.

ARTICLE X REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Broward County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise hereof.

ARTICLE XI SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE XII ENTIRETY OF CONTRACTUAL AGREEMENT

This Agreement, and the IFB Documents, together with the attachments hereto, sets forth the entire Agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms or conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE XIII NOTICE

All notices required shall be sent by certified mail, return receipt requested. If sent to City, such notices shall be mailed to:

Dr. Wazir A. Ishmael, City Manager
City of Hollywood
2600 Hollywood Boulevard, Room 401
Hollywood, Florida 33020

with a copy to:

Douglas R. Gonzales, City Attorney
City of Hollywood
2600 Hollywood Boulevard, Room 407
Hollywood, Florida 33020

and if sent to Vendor, such notices shall be mailed to:

Kenneth Rivera
Waste Pro of Florida, Inc.
17302 Pines Blvd
Pembroke Pines, Florida 33029

with a copy to:

Russell Mackie

ARTICLE XIV THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Vendor.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the day and year first above written.

ATTEST:

Patricia A. Cerny
Patricia A. Cerny, MMC
City Clerk

pb
CITY OF HOLLYWOOD, FLORIDA, a
municipal corporation of the State of Florida
By: Josh Levy, Mayor

DEPARTMENT OF FINANCIAL SERVICES

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY for the use and reliance of
the City of Hollywood, Florida, only.

Douglas R. Gonzales
Douglas R. Gonzales, City Attorney DR

Cintya Ramos
Cintya Ramos, Director of Financial
Services

**AGREEMENT BETWEEN CITY OF HOLLYWOOD, FLORIDA AND
WASTE PRO OF FLORIDA, INC. FOR SOLID WASTE COLLECTION,
RECYCLABLES COLLECTION, AND YARD WASTE/BULK WASTE
COLLECTION AND DISPOSAL SERVICES**

ATTEST:



Corporate Secretary

WASTE PRO OF FLORIDA, INC., a
Florida corporation

By: 

Signature

Print or Type Name

EXHIBIT “A”
SCOPE OF SERVICES

See attached.

City of Hollywood, Florida
Waste Pro Proposed Services – Exhibit A

A) SCOPE OF SERVICES

Waste Pro shall provide the following collection services under terms and conditions that will be further outlined in the agreement. Additional details regarding each contracted service are outlined in this Exhibit and will be incorporated into the agreement to be executed by the parties.

Curbside collection, including alleys, of Solid Waste, Recyclable Materials, and Commingled Waste (Commingled Yard Waste and Bulk Waste) will be provided to approximately 34,659 single-family, duplex, and triplex units. Solid Waste will be collected twice per week, Recyclables and Yard Waste will be collected once per week and Bulk Waste will be collected monthly in a schedule to be determined by the City and Waste Pro.

These materials are currently delivered to the following facilities:

- Solid Waste and Recyclables – Waste Connections Transfer Station, 1899 SW 31st Avenue, Pembroke Park
- Commingled waste – Sun 14, 3250 SW 50th Avenue, Davie

B) SERVICES

a. Residential Solid Waste, Recycling, Yard Waste, Bulk Waste and Commingled Collection Services

Waste Pro shall provide the following collection service:

- 2x a week garbage collection
- 1x a week recycling collection
- 1x a week yard waste (four cubic yard limit per set-out)
- 1x a month bulk waste (six cubic yard limit per set-out)

All collection of garbage and recycling will be in City-owned and Waste Pro maintained Waste Carts, with new and replacement carts provided by the Waste Pro. It is understood that for continuity and operational purposes, Waste Pro shall continue to obtain and required new or replacement carts from Rehrig Pacific, Co. The standard Waste Cart is approximately 95 gallons in size.

Waste Pro may make changes to the existing route schedule for operational efficiencies and to lower cost. For operational reasons, the City is requiring that no Friday collection be conducted in certain areas of the City.

Waste Pro shall deliver residential Solid Waste and Recyclables to the currently designated facility listed above, which is Waste Connections Transfer Station located at 1899 SW 31st Avenue in Pembroke Park. The City shall be responsible for payment of tipping fees associated with delivery of residential materials.

City of Hollywood, Florida
Waste Pro Proposed Services – Exhibit A

Waste Pro shall be responsible for providing collection and other services in accordance with the specifications to be outlined in the agreement which include, but are not limited to, the following:

- i. **Carts:** Existing Residential Units have been provided with at least one Waste Cart and one Recycling Cart. Waste Pro shall be responsible for maintaining these carts and for providing any new or replacement carts. Carts must be approved by the City prior to purchase. The carts in inventory will be turned over to Waste Pro prior to the commencement of collection service. Ownership of Waste Pro provided residential carts reverts back to the City at the end of the Contract. Waste Pro shall be responsible for approximately 1,700 new carts annually which equates to approximate \$87,360.00. The City will be responsible for approximately 700 or 30% of the carts which equates to approximately \$37,440.00. The parties acknowledge that approximately 40% of the carts are currently covered under warranty. Additional details shall be set forth in the Agreement.
- ii. **Additional Collection Services:** Waste Pro shall provide additional collection services at no cost to the City. Such services include collection of Solid Waste and Recyclables at City-owned locations, palm frond collection service, community service pickups, collection of Solid Waste and Recyclables from City-sponsored events, and collection of illegal waste dumping, as furthered explained in this Agreement.
- iii. **Recycling Incentive Program:** Waste Pro shall implement the Recycling Perks Program, an incentive program to encourage residents to recycle. This program is currently in place. The Recycling Incentive Program shall have the capability to track by Residential Unit and all equipment will be the responsibility of the Contractor.
- iv. **Disaster Services:** The City has a pre-position contract in place with additional emergency resources and has pre-assigned routes to assist in disaster debris removal. However, at the City's request, Waste Pro shall make its Yard Waste, Bulk Waste, and Commingled Waste collection vehicles and operators available to assist the City with disaster debris cleanup at no additional charge. Waste Pro shall make available to the City the same number of Yard Waste, Bulk Waste, and Commingled Waste collection vehicles and operators on a daily basis for the same number of work hours as they would normally operate. These vehicles and operators shall collect disaster debris at the City's direction and shall be monitored by the City's disaster debris monitor. Disaster debris will be delivered to designated disaster debris sites. It is hereby understood that Waste Pro, upon request by the City, agrees that the City has first rights to assistance during disaster debris cleanup.

City of Hollywood, Florida
Waste Pro Proposed Services – Exhibit A

b. Yard Waste, Bulk Waste and Commingled Waste Processing and Recycling/Disposal

Waste Pro shall provide the following waste processing service:

Waste Pro shall properly manage, transfer, process and recycle residential Yard Waste, Bulk Waste, and Commingled Waste delivered to Waste Pro's Designated Receiving Facility on behalf of the City in accordance with the specifications and requirements herein (referred to collectively as Yard, Bulk & Commingled Waste Disposal/Recycling Service). The Designated Yard Waste Receiving Facility must be located in Broward County.

- A) Designated Facilities: Waste Pro has designated Coastal Waste & Recycling of Broward County, LLC, *Coastal Four*, located at 1840 NW 33rd Street in Pompano Beach, as the designated facility. Additionally, Waste Pro has designated WM Recycling Sun 14 in Davie, Florida and Waste Connection's Pembroke Park Recycling & Transfer in Pembroke Park as an alternative Processing Facilities. Waste Pro must document and ensure that all facilities maintain their permitted/licensed status.

C) REQUIREMENTS FOR SERVICE

Waste Pro must have sufficient facilities, equipment, personnel, and financial strength to perform the services outlined in this agreement. At a minimum, Waste Pro must provide for the following requirements to perform the services as outlined in the agreement. Additional details regarding these requirements will be set forth in the Agreement.

Residential Collection Service

- B) Senior Management: Waste Pro must provide an experienced senior management team that will oversee the contract. Waste Pro must ensure that each member of the senior management team has a minimum of five years of experience in the solid waste collection business.
- C) Route Supervisors: Waste Pro must provide for at least two full-time Route Supervisors, at all times, dedicated solely to the City of Hollywood, who will meet or exceed the Route Supervisor requirements as specified in the agreement.
- D) Customer Service: Waste Pro must provide enhanced customer service to meet the customer service requirements specified in the Agreement. In addition to a customer service center, and a computer tracking system for service requests, the City requires web-based platform for submitting and tracking complaints. The City is also requiring GPS-trackable reports and DriveCam video upon request.

City of Hollywood, Florida
Waste Pro Proposed Services – Exhibit A

- E) Operating Plan: Waste Pro must use adequate equipment and personnel to provide residential collection services to the satisfaction of the City.
- New frontline collection vehicles and reserve collection vehicles (including number, type, make, model, and year) that will be used to collect each type of material (Solid Waste, Recyclables, Yard Waste, and Bulk Waste, and alternatively Commingled Waste) and other equipment.
 - All collection personnel shall be full-time employees and will always be in company uniform.
 - Waste Pro shall plan for vehicle breakdowns and communicating such issues to the City.
- F) Alley Collection: An estimated 60 percent of Residential Units receive alley collection. Waste Pro must have proper equipment to successfully provide alley collection service.
- G) Yard and Bulk Waste: Waste Pro shall successfully collect yard waste and bulk waste pursuant to schedule.
- H) Support Garage: Waste Pro must demonstrate access to a support garage, related repair service, and work location suitable to conduct business with the resources necessary to complete daily routes as scheduled. The City may conduct a site visit at any time.
- I) Recycling Incentive Program: Waste Pro shall utilize Recycling Perks as its Recycling Incentive Program.
- J) Licenses, etc.: Waste Pro shall provide and maintain of all permits, certifications, and licenses that they hold or receives as evidences of their ability, capacity, and compliance with any applicable rule, regulation, ordinance, or statute to provide residential collection services.
- K) Financial Capability: Waste Pro must maintain sufficient financial resources to successfully perform under this contract. Upon request, Waste Pro agrees to supply the City for review (in Broward County) financial records for the last three years to determine financial strength and stability to provide service and sustain a contract of this magnitude for the term of the contract.

**TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES FOR
RESIDENTIAL COLLECTION SERVICE**

A) RESIDENTIAL COLLECTION SERVICE

Waste Pro shall collect Solid Waste, Recyclable Materials, Yard Waste, and Bulk Waste from all single-family, duplex, and triplex Residential Units within the City limits in accordance with the specifications and requirements herein (referred to collectively as Residential Collection Service). Waste Pro shall schedule and dispatch sufficient equipment and labor (including reserve resources) to successfully complete the routes each day within the allotted time period and obtaining desired program results.

- i. Residential Solid Waste. Waste Pro shall collect Solid Waste from all Residential Units within the City twice per week.

Regularly scheduled collection days must be at least 48 hours and not more than 72 hours apart, with the exception of holidays as set forth herein. Solid Waste is collected in Waste Carts, but customers may place an extra plastic bag containing Solid Waste on top of the cart for pickup. During the week following Christmas Day, Waste Pro shall pick up an extra bag or two on the side of the cart to assist the customer with extra disposal needs. Residential customers may request additional Waste Carts as specified in Section 3.13.8 herein.

- ii. Residential Recyclables. Waste Pro shall collect Recyclable Materials from all Residential Units within the City once per week. Recyclables shall be collected in a single stream, meaning that paper and commingled containers may be placed in the same Recycling Cart. Recyclables currently accepted in the program include glass containers; plastic containers #1-#7; aluminum, steel and bimetal cans; cartons and aseptic containers; newspapers; magazines and catalogs; flattened corrugated cardboard; brown paper shopping bags; telephone books; junk mail; paperboard; fiberboard; and other mixed paper. Upon 30 days written notice to Waste Pro, the City may add or delete the types of items included as Recyclables. The addition of items shall be at no additional cost to the City unless Waste Pro documents that the addition of such items substantially impacts the cost of providing Residential Collection Service.

- iii. Residential Yard Waste and Bulk Waste. Waste Pro shall collect Yard Waste and Bulk Waste from all Residential Units within the City as stated below:

City of Hollywood, Florida
Waste Pro Proposed Services – Exhibit A

Separate Collection:

- Once per week collection of Yard Waste with a four cubic yard limit per weekly set-out.
- Once per month collection of Bulk Waste with a six cubic yard limit per monthly set-out.

Waste Pro shall utilize the clean sweep method by driving up and down every neighborhood street. The City requests customers to containerize or bag leaves and grass clippings and requires customers to cut tree limbs to no more than four-foot lengths. In the event the set-out limit is exceeded, Waste Pro shall follow the non-collection procedures set forth in this Exhibit and is provided for in the Agreement.

Yard Waste is to be collected separate from Bulk Waste, and must be “clean” (free of other waste). Waste Pro shall inspect Yard Waste for contamination before loading or dumping. If Yard Waste is contaminated with other materials to the extent that it cannot be easily separated, Waste Pro shall follow the non-collection procedures as outline in I) below entitled “Improperly Prepared Materials.” If Yard Waste can easily be separated from the other materials, Waste Pro shall collect the Yard Waste and follow the non-collection procedures in the Agreement for the remainder of the material.

iv. Special Collection Service.

1. At the request of a residential customer, Waste Pro shall provide special pickups of materials on a non-scheduled route day or exceeding set-out limits for an additional fee as bid by Waste Pro. Waste Pro is responsible for billing and collecting payment from the residential customer for this service.
2. If a residential customer fails to contact the Waste Pro for special collection of waste not in compliance with set-out limits or requirements, at the City’s request, Waste Pro shall collect and dispose of such waste in accordance with this Waste Pro at no additional charge to the City or the customer. The City will be responsible for imposing and collecting fines from the customer for such violation. Waste Pro shall provide the Contract Administrator with proof of pickup by providing before and after digital pictures.

City of Hollywood, Florida
Waste Pro Proposed Services – Exhibit A

B) HOURS

Residential Collection Service shall be provided between the hours of 8:00 a.m. and 1:00 p.m. on the barrier island, commonly known as Hollywood Beach and between 7:00 a.m. and 7:00 p.m. Monday through Saturday in the remainder of the City.

C) HOLIDAYS

- v. Holiday Schedule. Collection will take place on all holidays except Christmas Day. If a regularly scheduled Solid Waste routes falls on Christmas Day, it will be skipped and there will be no make-up day. If a regularly scheduled route for Recyclables, Yard Waste, Bulk Waste, or Commingled Waste falls on Christmas Day, the route will be skipped and there will be no make-up day.
- vi. Pickup of Overflow. Waste Pro shall pick up extra bags and boxes on all routes the week immediately following Christmas Day to collect the overflow of holiday waste.

D) ROUTES AND SCHEDULES

- i. Route Schedule.
 - 1. Waste Pro shall provide the City's Contract Administrator with schedules for all Residential Collection Service routes as part of its Transition Plan and shall keep such information up-to-date at all times. The route schedule is subject to approval by the Contract Administrator.
 - 2. Certain areas of the City, as specified below and depicted in Exhibit A1, shall not have Friday collections for operational reasons.
 - North boundary – City limits
 - East boundary – Interstate 95
 - South boundary – Sheridan Street
 - West boundary – North 56th Avenue
- ii. Changes in Route Schedule. No permanent change in routes or schedules that will alter the days of Residential Collection Service may be made without the prior written consent of the Contract Administrator.
- iii. Notification of Route Changes. Waste Pro shall be responsible for adequately and effectively notifying residential customers of any change in routes or schedules that will alter the days of Residential Collection Service, including any changes that occur at the commencement date of service and any temporary changes due to holidays. Waste Pro shall notify the affected residential customers, in writing or other manner as approved by the Contract Administrator, not less than two weeks prior to

City of Hollywood, Florida
Waste Pro Proposed Services – Exhibit A

the change. All notifications and advertising developed by Waste Pro must be approved by the City prior to printing or distribution.

E) PICKUP LOCATIONS

Waste Pro is responsible for fully familiarizing itself and its employees with the pickup locations and services required in all neighborhoods and parts of the City.

- i. Waste and Recycling Cart Location. Residential customers place Waste Carts and Recycling Carts either curbside or in alleyways for collection. In certain locations such as cul-de-sacs, one-way streets, and locations with on street parking, Waste Pro's employee may have to pull carts to the truck in order to provide service.
- ii. Yard Waste and Bulk Waste (or Commingled Waste) Location.
 1. Yard Waste and Bulk Waste (or Commingled Waste) may be placed roadside on the swale, in the alley, or to the rear of the sidewalk on private property due to the narrow right-of-way.
 2. Waste Pro shall make every effort to collect all Yard Waste and Bulk Waste (or Commingled Waste) meeting set-out limits and shall provide appropriate vehicles and equipment for collecting these materials under the various conditions present within the City. In the event Waste Pro is unable to collect Yard Waste or Bulk Waste (or Commingled Waste) because of safety issues, Waste Pro shall follow the non-collection procedures set forth in this Exhibit and as provided for in the Agreement.
 3. Due to space limitations, some locations exist where the City and residents have agreed to non-conforming pickup service. The Route Supervisor is expected to work with customers in reference to placement of Yard Waste and Bulk Waste in order to ensure service is provided.
 4. Combining Yard Waste or Bulk Waste (or Commingled Waste) with a neighbor is not acceptable because of the set-out limits. All discarded items must come from the property; no imported trash is accepted.
 5. The Contract Administrator will provide Waste Pro route guidance during the transition period.
- iii. Obstructions. All residential customers are entitled to collection service. In the event the road is not accessible due to construction, special event, public safety incident, etc., Waste Pro shall make every effort to service all customers. The Route Supervisor shall immediately notify the Contract Administrator and City Code Compliance of any such obstructions.

City of Hollywood, Florida
Waste Pro Proposed Services – Exhibit A

- iv. Side or Back Door Collection. For residential customers who are medically unable to bring their Waste Cart or Recycling Cart to the curb, Waste Pro will bring the cart(s) to the curb for dumping and then return it to its original placement at no additional charge to the customer or the City. Annually, the Contract Administrator will certify the list of residential customers requiring this service and provide it to Waste Pro.

F) TRANSITION IN SERVICE

- i. Transition Prior to Commencement Date of Service. Waste Pro shall provide a smooth transition in service to minimize inconvenience to customers. To accomplish this objective, Waste Pro shall submit to the Contract Administrator, no later than 30 calendar days following execution of the Contract, a Transition Plan that provides a detailed description of how Waste Pro will plan and prepare for initiating collection services on the commencement date. The Transition Plan must meet the approval of the Contract Administrator. If the Contract Administrator does not approve any part of the Transition Plan, Waste Pro shall provide a revised Transition Plan within five work days of notification. At a minimum, Waste Pro must address the specific performance requirements listed below in the Transition Plan and accomplish them according to deadlines specified in the City-approved plan. This list is not intended to identify all necessary tasks to be performed by Waste Pro, but to provide a springboard for Waste Pro to develop a comprehensive Transition Plan.
1. Contact list: List of key transition personnel including, but not limited to, Route Supervisor.
 2. Meeting and call schedule: Proposed meeting and call schedule including, but not limited to, meetings with City staff and outgoing contractor leading up to the service commencement date.
 3. Customer service center: Schedule for setting up a customer service center shall meet the requirements set forth in this Exhibit and the agreement as well as training staff to begin receiving calls.
 4. Cart and container procurement and distribution: Information regarding Waste Carts and Recycling Carts (including but not limited to make, model, and labeling) for City approval, schedule for purchase and delivery of Rehrig/Waste Pro provided carts, schedule for assembly and distribution (A&D) of any carts needed prior to the commencement date, description of A&D procedures, and schedule for delivery of Rehrig/Waste Pro provided containers to City-owned locations as set forth in this Exhibit and the Agreement .
 5. Fleet: Final list of vehicles (type, make, model, year), schedule for purchase and delivery of any new vehicles, and schedule for

City of Hollywood, Florida
Waste Pro Proposed Services – Exhibit A

ensuring that all vehicles are street legal (registered, insured, licensed, and tagged) prior to the service commencement date.

6. Staffing and Training: Schedule for obtaining necessary labor and training staff on equipment and routes.
7. Routing: Collection routes for each material stream.
- ii. Onsite Customer Service Representative. During the first 60 days following commencement of Residential Collection Service, Waste Pro shall provide a full-time customer service representative who will be stationed onsite at the City's Customer Service Center to assist in addressing customer questions, concerns, and complaints. Such representative shall have direct communication with the Route Supervisors, crews, and dispatch, and shall be capable of troubleshooting any service issues that arise.
- iii. Transition Prior to Expiration of this Contract.
 1. Should the City choose not to exercise the renewal option set forth in the Agreement or should no renewal options remain, the City anticipates awarding a new contract at least six months prior to the expiration of the Agreement or any subsequent renewals. In the event a new contract has not been awarded within such time frame, Waste Pro agrees to provide service to the City for up to an additional 180-day period beyond the expiration of the Agreement at the then established service rates, provided the City requests said services, in writing, at such time. The service rates for this additional period will be adjusted as they normally would on August 1 as set forth in the Agreement.
 2. At the expiration of the Contract, Waste Pro shall work with the City and the newly selected contractor to ensure a smooth transition period with no interruption of service.

G) GENERAL CONTRACTOR RESPONSIBILITIES

- i. Quality Service. The City takes great pride and is strongly committed to offering a high level of customer service to its residents. Waste Pro is expected and required to offer City customers, at a minimum, a matching level of quality service. Waste Pro shall plan, organize, and direct resources to successfully provide Residential Collection Service and ensure a high level of customer satisfaction.
- ii. Resources. Waste Pro shall furnish and supply sufficient vehicles, equipment, and personnel to complete scheduled routes on the designated route day and within the time period specified for daily operations. There shall be no next day return trips to complete the daily

City of Hollywood, Florida
Waste Pro Proposed Services – Exhibit A

route. Incomplete routes shall be subject to liquidated damages in accordance with the Agreement. It is hereby agreed that Waste Pro shall Provide equipment/vehicles as set forth in the Agreement and as outlined in Exhibit "B".

- iii. No Mixing of Materials. Waste Pro shall collect Solid Waste, Recyclables, Yard Waste, and Bulk Waste generated in the City separate from any material generated in another jurisdiction. Waste Pro shall not commingle Recyclable Materials with other solid waste.
- iv. Cart Placement. Waste Pro's employees shall completely empty all carts and return them to the customer's original placement location without obstructing alleys, roadways, driveways, sidewalks, or mail boxes. Carts shall be placed in an upright position with the lid closed. Carts shall be left in a neat and orderly manner along the length of the neighborhood block. If customer's original placement location is uneven, unstable, or will result in the cart not being left in a neat and orderly manner, proper placement can be along the roadway or at the corner of a residential driveway ensuring cart is not obstructing traffic or restricting driveway access.
- v. Employee Behavior. Waste Pro's employees shall treat all customers in a polite and courteous manner and shall treat all City-owned carts with due care.
- vi. Right-Hand Side Collection. Waste Pro's collection vehicles shall remain on the right-hand side of the road when providing Residential Collection Service on two-way streets. At no time shall collection crews cross to the opposite side of the street to retrieve carts or materials that have been set out for collection. In situations where it is impossible or difficult to turn around to service a location from the right side of the vehicle, such as in alleyways, left-side service is permitted, but only in a manner that ensures the safety of residents and collection workers.
- vii. Cleanup. The roadway and swale, including the private property pickup area if applicable, shall be free of trash and debris and left in a neat and clean appearance. When requested by the Contract Administrator, Waste Pro shall rake swales and clean the street with a handheld gas blower or broom after collection service.
- viii. Litter and Spillage. Waste Pro shall not litter or cause any spillage to occur upon the premise, roadway, or right-of-way. Extra service effort shall be required to ensure all waste or litter is picked up around the cart location. During hauling, all material shall be contained, enclosed, and covered so that leaking, spilling, and blowing is prevented. In the event of any spillage or leaking, including but not limited to hydraulic and other fluids from the collection vehicle or materials such as paint, by Waste Pro for any reason or source, Waste Pro shall ensure that the vehicle stops immediately to

City of Hollywood, Florida
Waste Pro Proposed Services – Exhibit A

prevent “fluid trails” and clean up all spillage and leakage immediately to the satisfaction of the City and at no additional cost to the City.

- ix. Property Damage. Waste Pro and its employees shall take extreme care to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage caused by the negligent or willful acts of Waste Pro, its officers, employees, agents, subcontractors, partners, or invitees to public or private property shall be the responsibility of Waste Pro and shall be repaired and/or replaced at no additional cost to the City. Waste Pro shall provide the Contract Administrator with an immediate report of any property damage caused by Waste Pro and its employees. A timely report of the remediation of any incident or unresolved complaint involving a claim of damage to private or public property as a result of the actions of Waste Pro, its officers, employees, agents, subcontractors, partners, or invitees. Timely report must be submitted to the Contract Administrator within five calendar days.
- x. Reimbursement for City Action. If Waste Pro fails to take prompt and effective remedial action to clean up spills or make repairs and, after notice to Waste Pro, the City is required to respond to clean up or repair, costs for such City action shall be deducted from the Waste Pro's monthly invoice. In addition, Waste Pro failure to respond as specified above may result in the City imposing liquidated damages.
- xi. Permits and Licenses. Waste Pro shall, at its own expense, obtain all necessary permits and pay all license fees and taxes. A City Occupational License is required if place of business or office is located within the City limits.
- xii. Compliance. Waste Pro shall comply with all local ordinances, State and Federal laws, rules and regulations, and interlocal agreements that would apply to the Contract.

H) MISSED PICKUPS AND LATE SET-OUTS

- i. No Missed or Late Set Outs. There shall be no claim by Waste Proof missed collection due to late set-outs on the collection route. The Route Supervisor shall be responsible to ride through the neighborhood to ensure that all collections have been completed and all customer complaints have been addressed each day. Crews will return to an address, if necessary, to provide service for the customer.
- ii. Servicing Missed Pickups. If a residential customer or the City notifies Waste Pro of a missed pickup on a regularly scheduled route before 12:00 p.m. Monday through Saturday, Waste Pro shall collect the missed pickup before the end that same day. If notification of a missed pickup is received after 12:00 p.m. Monday through Saturday, Waste Pro shall make every

City of Hollywood, Florida
Waste Pro Proposed Services – Exhibit A

effort to collect the missed pickup that same day but shall make such pickup no later than 12:00 p.m. the following work day.

- iii. Failure to Service Missed Pickups. If Waste Pro fails to collect a missed pickup within the time frame specified herein, the City may provide the contracted service by use of City equipment or other resources and deduct the cost of such service from Waste Pro's monthly invoice in addition to liquidated damages in accordance with the Agreement. In addition, Waste Pro failure to respond as specified above may result in the City imposing seeking liquidated damages.

I) IMPROPERLY PREPARED MATERIALS

iv. Solid Waste.

1. In the event Solid Waste is improperly prepared or bagged Solid Waste in excess of that allowed herein is placed outside of the Waste Cart, Waste Pro shall pick up the Solid Waste and leave a notice of improperly prepared materials (Non-Compliance Notice) with an explanation of proper procedures for setting out such materials.
2. If a residential customer receives two Non-Compliance Notices within a 12-month period, the Route Supervisor will meet with the customer to explain program guidelines, provide a collection program brochure, and record the results with Customer Service. Only after two documented Non-Compliance Notices may Waste Pro refuse Solid Waste collection service for non-compliance and leave a notice of such non-collection (Non-Collection Notice). The Route Supervisor shall take digital photographs of the materials to document the reason for non-collection. Waste Pro shall notify Customer Service and City Code Compliance of problem addresses and request City intervention.

v. Recyclables Materials.

1. Waste Pro shall inspect Recycling Carts for contamination before dumping to determine whether they contain materials not accepted in the recycling program or excessively contaminated Recyclable Materials.
2. If Recyclable Materials contain excessive contamination, Waste Pro shall leave the materials in the Recycling Cart and the Route Supervisor shall place a Non-Collection Notice on the cart explaining why the materials were not collected and proper procedures for preparing and setting out Recyclables. The Route Supervisor shall take digital photographs of the materials to document the reason for non-collection. Waste Pro shall pick up

City of Hollywood, Florida
Waste Pro Proposed Services – Exhibit A

such contaminated Recyclables on the next Solid Waste collection day.

3. If Recyclable Materials are contaminated, but such contamination is not excessive, Waste Pro shall empty the Recycling Cart but also place a Non-Compliance Notice on the cart explaining the contaminants and proper procedures for preparing and setting out Recyclables.
4. Waste Pro shall be responsible for loads of Recyclables containing excessive contamination rejected by the City's Recyclable Materials processing contractor and for the proper disposal of said contaminated materials.

vi. Yard Waste, Bulk Waste and Commingled Waste.

1. If Yard Waste, Bulk Waste, or Commingled Waste exceeds the set-out limit or is improperly prepared or placed, Waste Pro shall leave the material and the Route Supervisor shall place a Non-Collection Notice on the front door. The Non-Collection Notice shall state why collection was not made and note the size of the pile if non-collection was due to exceeding set-out limits. The Route Supervisor shall take digital photographs of the material, at a minimum from all four sides of the pile, to document the reason for non-collection and shall record the size of the pile if oversized.
2. Upon request by a residential customer and after approval of the service fee by the residential customer, Waste Pro shall collect Yard Waste, Bulk Waste, or Commingled Waste exceeding the cubic yard set-out limit as Special Collection Service set forth in this Exhibit and for an additional fee based on the cubic yard rate bid by Waste Pro.

vii. Notice. The design and content of all notices must be approved by the Contract Administrator prior to printing and the cost of printing and delivery of said notices shall be paid for by Waste Pro. All notices shall be placed on the front door of the affected property.

viii. City Notification of Non-Collection. By the end of each work day, Waste Pro shall electronically transmit to the Contract Administrator and City Code Compliance a list of all Residential Units at which collection was not made that work day. This list shall include the address and reason for each non-collection event. All non-collections because of oversize piles of Yard Waste, Bulk Waste, or Commingled Waste shall include the total size of the pile. Waste Pro shall also electronically transmit all digital photographs of the non-collection to the Contract Administrator.

City of Hollywood, Florida
Waste Pro Proposed Services – Exhibit A

- ix. Repeat Offenders. The Route Supervisor shall report to Customer Service any location that consistently sets out improperly prepared materials for collection. A City Inspector will check the address for adequate service.

J) CUSTOMER SERVICE

- i. Customer Complaints. All service inquiries and complaints shall be directed to Waste Pro by the City or residential customers. All service complaints will be handled by Waste Pro in a prompt and efficient manner. In the case of a dispute between Waste Pro and a customer, the matter will be reviewed and a decision made by the Director of Public Works or his/her designee.
- ii. Contractor's Customer Service Center. Waste Pro shall maintain a customer service center to receive toll-free telephone calls from the City or its customers to effectively handle service-related issues. Waste Pro's service center shall be equipped with a complaint service and telephone answering system capable of accepting at least four incoming calls from the City or its customers at one time and shall be open from 6:00 a.m. to 5:00 p.m., on those days that Waste Pro provides Residential Collection Service. All City of Hollywood customer incoming calls shall be answered within a maximum of five rings. Any City of Hollywood customer call on hold in excess of 1.5 minutes shall be switched to a message center where information will be maintained in a daily log to enable a customer service representative to return customer calls. A telephone answering service or mechanical answering device shall be provided during those times when the customer service center is closed.
- iii. Call-Backs. Waste Pro shall use reasonable best efforts to attempt "call backs" within one hour from the time of receipt of the initial call; provided, however, that in all circumstances "call backs" shall be attempted a minimum of one time prior to 5:00 p.m. on the day of the call. If the caller is not contacted on the first attempt, Waste Pro shall make a minimum of three attempts within 24 hours to return the call. If Waste Pro is unable to reach the caller on the next working day, Waste Pro shall send a postcard to the caller on the second working day after the call was received, indicating Waste Pro has attempted to return the call. All attempts to contact the caller shall be recorded in the tracking system.
- iv. Communications. Waste Pro shall be able to respond to inquiries in English, Telecommunications Device for the Deaf Service, and any other languages necessary for communication with the Public Works Director and the public.
- v. Tracking and Reporting. Waste Pro shall provide a transparent web-based platform, accessible and approved by the City, for tracking and reporting service inquiries, requests, and complaints. Waste Pro shall also provide

City of Hollywood, Florida
Waste Pro Proposed Services – Exhibit A

GPS-trackable reports, upon request, that provide the location on route by time for each collection vehicle. Waste Pro shall also provide, upon request, DriveCam video for any collection vehicle.

- vi. Emergency Telephone Number. Waste Pro shall provide the Director of Public Works or his/her designee with an emergency telephone number where Contractor can be reached outside of the required office hours.

K) PERSONNEL

- i. Employees. Waste Pro shall employ sufficient and properly trained personnel to provide Residential Collection Service and other services required herein. When providing collection services, Waste Pro's employees shall be identifiable by wearing a uniform or shirt bearing the company's name. Employees shall not solicit, accept, or encourage tips, gratuities, gifts, or anything of value including promises to return after hours to perform services or accept any payments whatsoever on behalf of the City while performing duties under the Agreement.. Scavenging is prohibited.
- ii. Route Supervisors. Waste Pro shall provide, a minimum of two permanent full-time Route Supervisors, dedicated exclusively to the City of Hollywood. The City shall be notified in advance of any change in the Route Supervisors and shall have the right of approval and may request that Waste Pro change/replace the Route Supervisors.
 - 1. The Route Supervisors must be available Monday through Saturday, 6:30 a.m. – 6:30 p.m. Waste Pro shall schedule route supervision Monday-Saturday providing relief personnel coverage when permanent Route Supervisors are off.
 - 2. Each Route Supervisor shall be equipped with a laptop computer with wireless Internet access and a cellular phone and shall respond to collection-related issues received from Customer Service immediately from the field. Waste Pro shall provide the City with the Route Supervisors' telephone numbers and email addresses so contact can be made directly when required.
 - 3. The Route Supervisors shall be in a company uniform and carry company identification credentials. The Route Supervisors shall use an identifiable company vehicle to respond to and meet with customers to resolve service inquiries or complaints.
 - 4. The Route Supervisors shall participate in asset protection by ensuring all carts are out of the street, lids closed, and are properly being used by the customer.

City of Hollywood, Florida
Waste Pro Proposed Services – Exhibit A

5. The Route Supervisors shall ensure non-collection procedures are properly executed and assist customers by passing out and explaining program information.
6. The Route Supervisors are responsible to respond to complaints on the same day received up to 6:30 p.m. regardless of when collection routes are completed.
7. The Route Supervisors may be required to conduct route audits to verify number of carts per billing account to ensure proper service and to prevent loss of cart inventory and City revenue.
8. The Route Supervisors shall have strong public relations skills, be able to effectively deal with angry or difficult individuals; be able to successfully solve problems while protecting the City's interest; be highly motivated, dedicated, dependable, and resourceful; and have the ability to establish positive relationships with City staff, Customer Service, and the general public.
9. The Route Supervisors shall attend weekly Sanitation meetings with City staff to discuss and evaluate service, solve performance-related issues, provide input, and share information to ensure delivery of quality service. The Route Supervisors may be required to attend public meetings, with City staff, to explain or promote services.
10. The Route Supervisors shall perform other related duties as requested.

L) CARTS

- i. Cart Replacements. Waste Pro shall be responsible to purchase, up to 70% of all carts requested by residents who are missing carts or damaged carts or for new customers and shall be responsible to deliver all carts to residents who are missing carts or if a cart is damaged beyond repair (i.e., cracked or crushed) within four work days of notification by the City or customer. Waste Pro shall recycle all carts that are replaced.
- ii. Current Cart Inventory. The City has issued residential customers a gray 95-gallon Waste Cart and a blue 95-gallon Recycling Cart. A limited number of customers may have more than one Waste Cart or a different size cart. The City has a number of Waste Carts and Recycling Carts in inventory, which will be turned over to Waste Pro prior to the service commencement date for use as replacement or new carts.
- iii. Prior to Service Commencement. Prior to the collection service commencement date, Waste Pro shall ensure that all Residential Units have a fully functional Waste Cart and Recycling Cart and shall inspect all

City of Hollywood, Florida
Waste Pro Proposed Services – Exhibit A

carts to identify any in need of repair or replacement. Waste Pro shall provide a Waste Cart and Recycling Cart to any Residential Unit that does not have such cart and shall repair or replace carts as needed.

- iv. Cart Specifications. Waste Carts and Recycling Carts shall be of a similar size, color, and quality as those currently in use. All carts and cart labeling must be approved by the City in writing prior to purchase or distribution. The standard Waste Cart and Recycling Cart shall be 95 gallons or similar in size. Carts shall not have the Contractor's name on them. *NOTE: All carts (current inventory and future inventory) must contain the vendors customer service phone number.*
- v. Inventory. Waste Pro shall maintain a sufficient inventory of Waste and Recycling Carts and parts to be able to make repairs or to deliver new or replacement carts within the timeframes specified herein.
- vi. New Customers. Waste Pro shall purchase and provide a Waste Cart and a Recycling Cart, along with appropriate informational materials as provided by the City, to all new Residential Units within four work days of notification of a new Residential Unit.
- vii. Cart Repairs. Waste Pro shall be responsible to repair Waste and Recycling Carts, as necessary, within four work days of notification by the City or customer. Such repairs shall be done at the customer's premises.
- viii. Extra Waste or Recycling Cart. Within four work days of a request from a residential customer or the City, Waste Pro shall supply a second Waste Cart for a one-time fee of \$60.00. Waste Pro shall be responsible for billing and collection of this fee, which shall be retained by Waste Pro . Waste Pro shall service the second Waste Cart at no additional fee to the residential customer or the City. Waste Pro shall record all extra carts in the asset management database and report them monthly to the Contract Administrator so the City can bill for disposal.
- ix. Asset Management Tracking. Waste Pro shall develop and maintain an asset management database in Microsoft Excel format, subject to approval by the Contract Administrator, through which Waste Pro shall be responsible for recording and tracking the movement of all Waste and Recycling Carts used for Residential Collection Service, including deliveries, removals, repairs, warranty recovery, and any other information necessary to manage cart assets. At a minimum, the asset management database shall include the following information: parcel folio number; address; serial number and RFID chip number (if applicable) of cart delivered, repaired, and/or removed; whether the cart is a residential customer's second Waste Cart; and date of service. All database adjustments shall be made within 48 hours of service. Waste Pro shall

City of Hollywood, Florida
Waste Pro Proposed Services – Exhibit A

provide the City with an updated copy of the asset management database monthly, as well as access upon request.

- x. Ownership of Carts. Ownership of Waste and Recycling Carts purchased by Waste Pro shall rest with the Waste Pro until expiration or termination for cause of the Agreement, at which point ownership and warranty shall transfer to the City.

M) ADDITIONAL COLLECTION SERVICES

- i. Collection at City-Owned Locations. Waste Pro shall, at no cost to the City, provide Solid Waste and Recyclables collection containers and services to all City-owned locations. Such locations include offices, departments, subdivisions, parks, community centers, and at any City construction site at which City employees are conducting construction activity. Waste Pro shall collect Solid Waste, Recyclables, and Yard Waste no less than once per week. Carted Solid Waste, carted Recyclables, and Yard Waste may be collected on residential collection routes. This section does not apply to construction activity by independent contractors or to any collection activities necessitated by a Natural Disaster.

A list of current locations, services provided, and container sizes is provided in the Agreement. Waste Pro understands and agrees that, at the City's discretion, locations and services may be added or deleted from those listed below at any time with reasonable notice to Waste Pro and at no additional cost to the City.

- ii. Palm Frond Collection Service. Waste Pro shall collect palm fronds from two identified sections of the City. Section boundaries are identified in the Agreement and are further described as follows:

Section One: North boundary – Arthur Street
East boundary – North 13th Avenue
South boundary – Johnson Street
West boundary – North 14th Terrace

Section Two: North boundary – Johnson Street
East boundary – Waterways
South boundary – Washington Avenue
West boundary – 17th Avenue

- iii. Community Service Pickups. At the City's request, Waste Pro shall provide up to six bulk pickups per month using roll-off containers at no additional charge.
- iv. City-Sponsored Events. Waste Pro shall, at no cost to the City, assist in collecting Solid Waste and Recyclables at City-sponsored events and festivals. Waste Pro shall provide Recycling Carts, Waste Carts,

City of Hollywood, Florida
Waste Pro Proposed Services – Exhibit A

dumpsters, or open-top containers as needed depending on the size of the event. The morning following a scheduled event, Waste Pro shall service the containers, deliver Solid Waste and Recyclables to the City-designated facilities, and remove the containers. Up to 20 events are scheduled per year and typically take place at the Arts Park or along Hollywood Beach. The City will notify Waste Pro a minimum of seven days in advance of an event with details on the location of the event and where the containers are needed.

- v. Illegal Waste Dumping. Waste Pro shall provide collection services for illegal waste dumping at no cost to the City. The City will provide Waste Pro with a list of locations that require pickup and disposal services of illegal waste dumping on an as needed basis. Upon receipt of notification, Waste Pro shall pick up and dispose of the illegal waste within 48 hours. The waste shall be delivered to the City-designated disposal facility and the City will be responsible for the cost of disposal.

N) RECYCLING INCENTIVE PROGRAM

- i. Program Structure. Waste Pro shall maintain the current Recycling Perks agreement with the exception of a dedicated local marketing representative.
- ii. Program Implementation. Waste Pro shall purchase, install, and maintain the necessary equipment and properly train employees to ensure effective management of the Recycling Incentive Program. Contractor shall inform all Residential Units of the Recycling Incentive Program, how to participate, and rewards for recycling participation. Waste Pro is responsible for the cost of developing, printing, and distributing Recycling Incentive Program educational and informational materials. The design and content of such materials are subject to written City approval prior to development and distribution.
- iii. Program Tracking. Waste Pro shall maintain a log of Residential Units' participation in recycling, rewards given to Residential Units, and the value of such rewards. Waste Pro shall provide a copy of this log to the Contract Administrator monthly.

O) CUSTOMER INFORMATION AND PROMOTIONAL MATERIALS

- i. Information and Promotion. Waste Pro shall assist the City with promotional activities designed to inform residents about proper set-out procedures and to increase recycling participation. Such assistance shall include but is not limited to the design, production, printing, and distribution of an annual brochure, leaflets, notices, door hangers, tags, flyers, and other promotional items. All information and promotional materials are subject to prior approval of the City prior to production or distribution.

City of Hollywood, Florida
Waste Pro Proposed Services – Exhibit A

- ii. Meetings. Waste Pro shall attend, as requested, Civic Association meetings and Commission meetings to discuss concerns and/or issues relating to Residential Collection Service and the Recycling Incentive Program.

P) DISPOSAL

- i. Designated Facilities. Waste Pro shall deliver Solid Waste, Recyclables, Yard Waste, Bulk Waste, and Commingled Waste collected pursuant to the Contract to facilities designated by the City during normal operating hours of each respective facility. At the time of Contract execution, the designated facility for delivery of Solid Waste and Recyclables is Waste Connections' Transfer Station located at 1899 SW 31st Avenue in Pembroke Park. Facilities for delivery of clean Yard Waste, Bulk Waste, and/or Commingled Waste shall be delivered to the designated facilities set forth in the Agreement. . The City reserves the right to designate or change the designation of a facility during the term of the Contract without additional charge as long as the designated facility is located within Broward County.
- ii. Tipping Fees and Revenue. The City shall pay all disposal and processing fees associated with delivery of Solid Waste, Recyclables, clean Yard Waste, Bulk Waste, and Commingled Waste collected pursuant to the Contract to the City-designated facilities. The City shall retain any revenue associated with the processing and sale of residential Recyclables collected pursuant to the Contract. Waste Pro shall provide the City with vehicle numbers in order for the City to establish billing accounts with each designated facility.
- iii. Weight Tickets. Weight tickets are required for the City to pay disposal and processing fees. Each week, the Route Supervisor shall turn in all weight tickets for materials delivered to each designated facility. Missing weight tickets must be replaced at Waste Pro's expense. After notifying Waste Pro to replace missing tickets, the City shall order duplicates and the cost shall be deducted from the Contractor's monthly invoice. The City reserves the right to charge administrative overhead if the problem becomes continuous and repetitive.
- iv. Vehicle Tare Weights. To ensure the City is accurately being charged for disposal and processing fees, vehicle tare weights shall be validated at least annually. Depending on the scale system in use at the designated facility, Waste Pro shall weigh each collection vehicle in and out three times, record the information to calculate an average, and provide the information to the Contract Administrator.

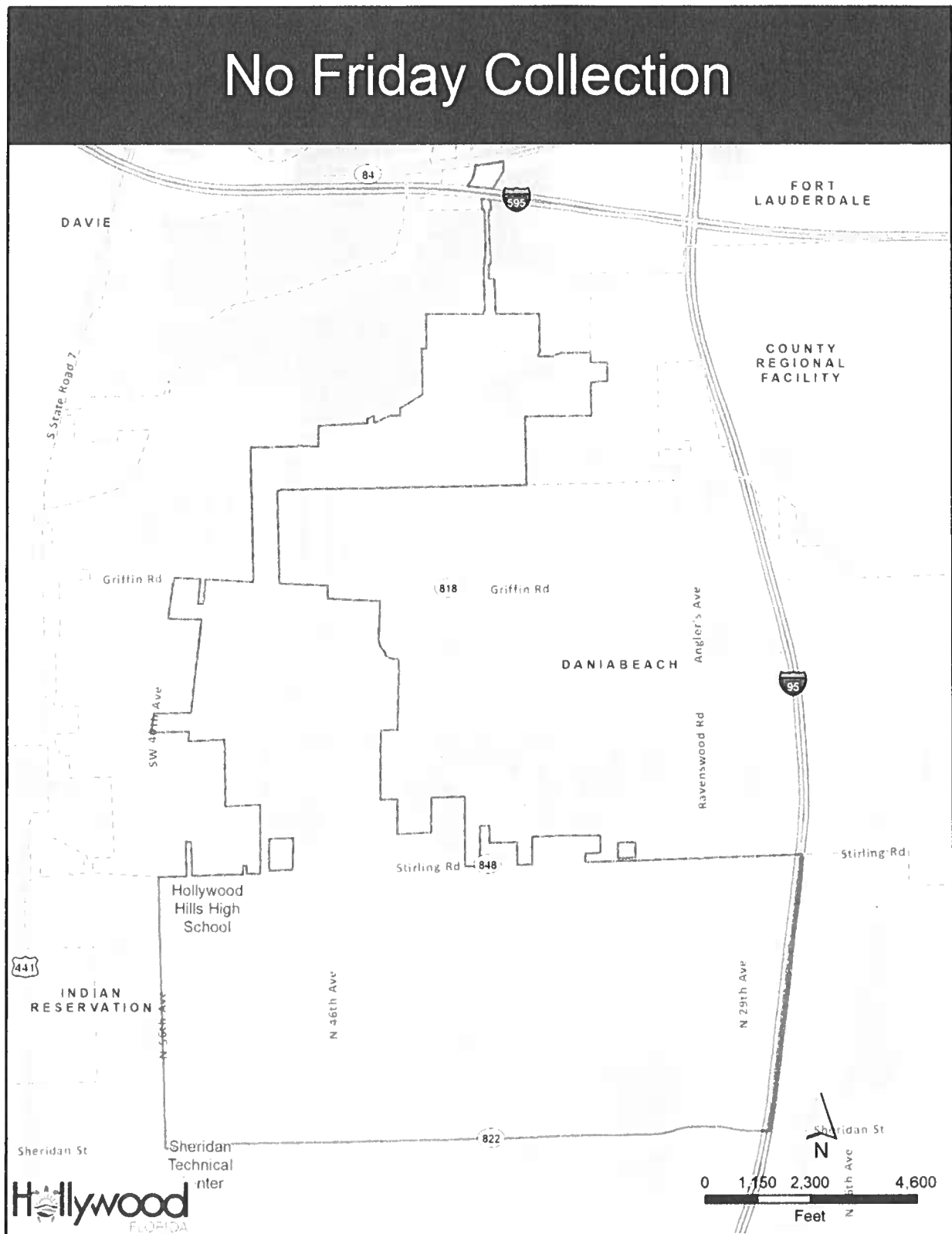
City of Hollywood, Florida
Waste Pro Proposed Services – Exhibit A

- v. Ownership of Materials. Ownership of all materials collected pursuant to the Contract remains with the City until delivered to the designated facility for that material.
- vi. Unacceptable Waste. The City shall reimburse Waste Pro, if requested, for reasonable costs associated with handling “Unacceptable Waste” in loads of City materials delivered to a City-designated facility. Waste Pro must notify the City for assistance at time of occurrence and any additional charges must be pre-approved. Pre-approved handling charges shall be added to the monthly invoice. The term “Unacceptable Waste” shall mean motor vehicles, trailers, comparable bulky items of machinery or equipment, highly inflammable substances, hazardous waste, sludges, pathological and biological wastes, liquid wastes, sewage, manure, explosives and ordinance materials, and radioactive materials. Unacceptable Waste shall also include any other material not permitted by law or regulation to be disposed of at a landfill.

Q) DISASTER SERVICES

- i. Suspension of Regularly Scheduled Services. In the event of a natural or man-made disaster, Waste Pro shall continue providing Residential Collection Service until the City declares a “State of Emergency” or until the City and Waste Pro agree that service shall be suspended due to unsafe conditions. Waste Pro shall resume regularly scheduled Residential Collection Service as soon as safely possible.
- ii. Assistance with Disaster Cleanup. The City has a pre-position contract in place with additional emergency resources and has pre-assigned routes to assist in disaster debris removal. However, at the City’s request, Waste Pro shall make its Yard Waste, Bulk Waste, and Commingled Waste collection vehicles and operators available to assist the City with disaster debris cleanup at no additional charge. Waste Pro shall make available to the City the same number of Yard Waste, Bulk Waste, and Commingled Waste collection vehicles and operators on a daily basis for the same number of work hours as they would normally operate. These vehicles and operators shall collect disaster debris at the City’s direction and shall be monitored by the City’s disaster debris monitor. Disaster debris will be delivered to designated disaster debris sites.
- iii. Waste Pro shall comply with 2 CFR Section 200.

EXHIBIT A1– AREA IN WHICH FRIDAY COLLECTION IS NOT TO BE PROVIDED



City of Hollywood, Florida
Waste Pro Proposed Services – Exhibit A

EXHIBIT A2 – COLLECTION SERVICES AT CITY-OWNED LOCATIONS, JAN 2019

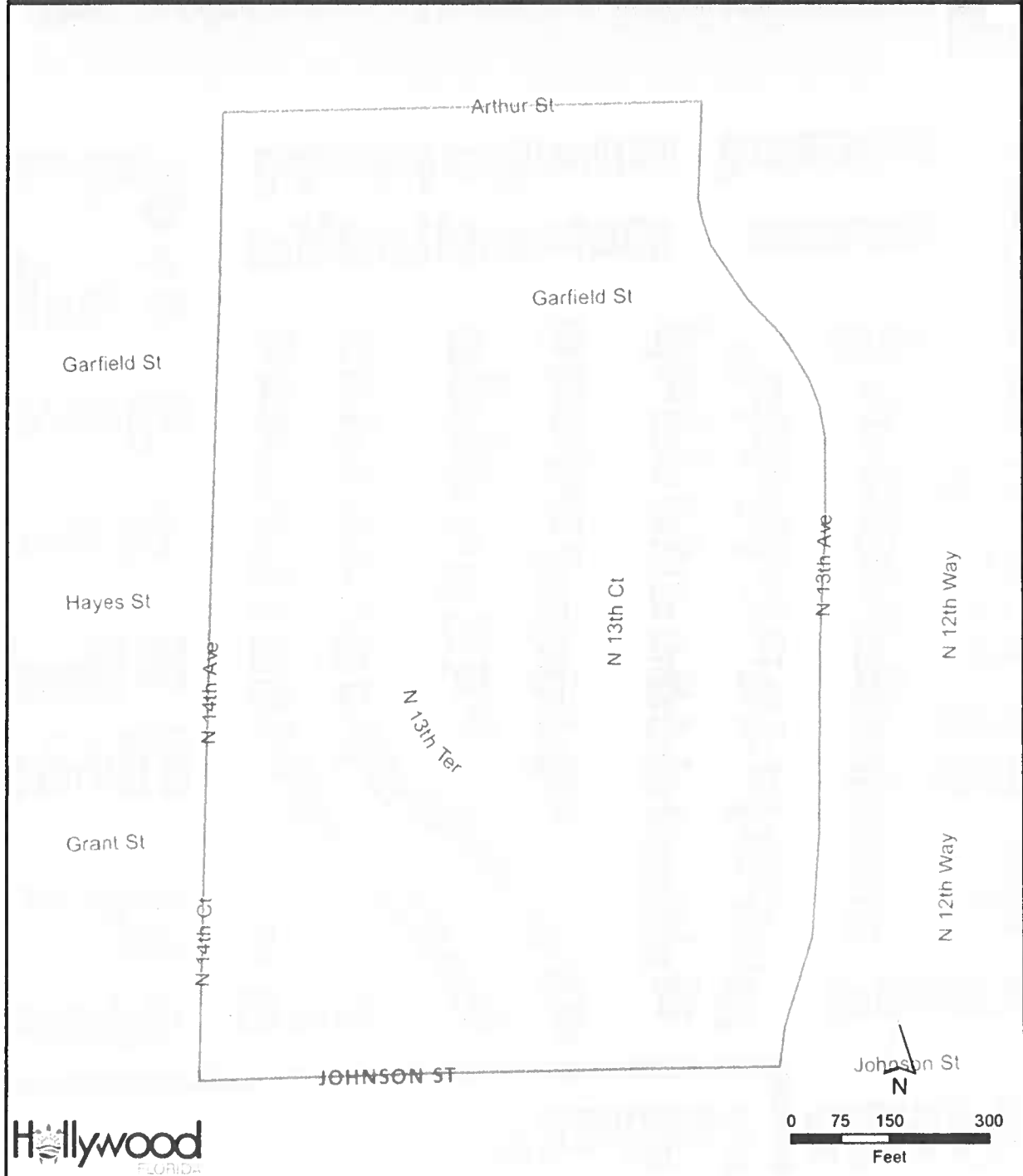
| SiteName | SiteAddress | SvcCode | Qty | SvcFrequency |
|---|--------------------------|---------|-----|------------------|
| Public Works / Sanitation | 1600 S Park Rd | FL04SW | 1 | 2 times per week |
| Public Works / Sanitation | 1600 S Park Rd | FL06SW | 1 | 2 times per week |
| Fire Station #31 | 3401 Hollywood Blvd | FL04SW | 1 | Weekly |
| Water Treatment Plant | 3441 Hollywood Blvd | FL04SW | 1 | Weekly |
| David Park Tennis Center | 510 N 33rd Ct | FL04SW | 1 | Weekly |
| David Park Rec. Cent. | 108 N 33rd Ct | FL04SW | 1 | 2 times per week |
| Hollywood Police Dept. | 3250 Hollywood Blvd | FL08SW | 1 | 4 times per week |
| City Hall | 2600 Hollywood Blvd | FL04SW | 2 | 2 times per week |
| City Parking Garage | 251 S 20th Ave | FL02SW | 1 | 2 times per week |
| Fire Station #105 | 1511 S Federal Hwy | FL04SW | 1 | Weekly |
| Jefferson Park | 15th Ave & Jefferson St. | FL04SW | 1 | Weekly |
| Art & Culture Center | 1626 Harrison St | FL08SW | 1 | Weekly |
| Arts Park | Young Circle | COM96SW | 3 | 2 times per week |
| Hollywood Marina | 700 Polk St | COM90SW | 1 | 2 times per week |
| Hollywood Marina | 700 Polk St | FL02SW | 4 | 2 times per week |
| Hollywood Shuffleboard | 309 N 21st Ave | FL04SW | 1 | Weekly |
| City Parking Garage | 219 N 19th Ave | COM96SW | 2 | 2 times per week |
| Multi Purpose Center | 2030 Polk St | FL04SW | 1 | Weekly |
| Rotary Park | 3150 Taft St | FL04SW | 2 | 2 times per week |
| Stan Goldman Park | Johnson St. & 30th Rd | FL04SW | 1 | Weekly |
| Beverly Park | 6291 Funston St | FL02SW | 1 | 3 times per week |
| Washington Park | 5199 Pembroke Rd | COM90SW | 10 | 2 times per week |
| Washington Park | 5199 Pembroke Rd | FL08SW | 1 | 3 times per week |
| Wastewater Plant | 1621 N 14th Ave | FL04SW | 1 | 2 times per week |
| Underground Utilities | 1801 N 21st Ave | FL04SW | 1 | Weekly |
| Water Distribution | 1715 N 21st Ave | FL04SW | 1 | Weekly |
| Police Sub Station | 2207 Raleigh St | FL04SW | 1 | Weekly |
| MLK Center | 2400 Charleston St | FL08SW | 1 | 2 times per week |
| Boggs Field | 2311 N 23rd Ave | FL06SW | 1 | 2 times per week |
| Dowdy Field | 2161 Jackson St | FL04SW | 1 | 2 times per week |
| Fire Station #74 | 2741 Stirling Rd | FL04SW | 1 | Weekly |
| Fire Station #45 | 1810 Nw 64th Ave | FL04SW | 1 | 2 times per week |
| Hollywood West | 6770 Garfield St | FL04SW | 1 | Weekly |
| Montella Park | 1231 NW 69th Way | COM96SW | 3 | 2 times per week |
| Montella Park | 1231 NW 69th Way | FL04SW | 1 | Weekly |
| Driftwood Community Center | 3000 NW 69th Ave | COM90SW | 2 | 2 times per week |
| Driftwood Community Center | 3000 NW 69th Ave | FL04SW | 1 | Weekly |
| Driftwood Park | 3000 NW 69th Ave | FL04SW | 1 | Weekly |
| Fire Station # 5 | 1819 N 21st Ave | FL04SW | 1 | Weekly |
| Orangebrook Golf Course | Hollywood and S 30TH Ave | FL06SW | 1 | 2 times per week |
| Parks and Recreation Annex Bld | 6197 Taft St | COM90SW | 4 | 2 times per week |
| Oak Lake Park | 3190 n 56th ave | COM90SW | 3 | 2 times per week |
| Fire Training Facility | 3400 N 56th Ave | FL04SW | 2 | Weekly |
| West Network Center | 1109 Nw 69th Way | FL04SW | 1 | Weekly |
| Holland Park | 801 Johnson St | FL04SW | 1 | 2 times per week |
| City of Hollywood/Underground Utilities | 1600 S Park Rd | RO20CD | 1 | On-Call |
| Civil Center | 1301 S Ocean Dr | FL04SW | 1 | Weekly |
| Apartments | 2305 N Ocean Dr | FL02SW | 1 | 2 times per week |
| City Parking Garage | 251 S 20th Ave | FL03SW | 1 | 2 times per week |
| John Williams Park | 6101 Sheridan St | FL04SW | 1 | Weekly |
| Water Treatment Plant | 3441 Hollywood Blvd | RO20SW | 1 | On-Call |
| Oak Lake Community Center | 3190 N 56th Ave | FL04SW | 1 | 2 times per week |

City of Hollywood, Florida
Waste Pro Proposed Services – Exhibit A

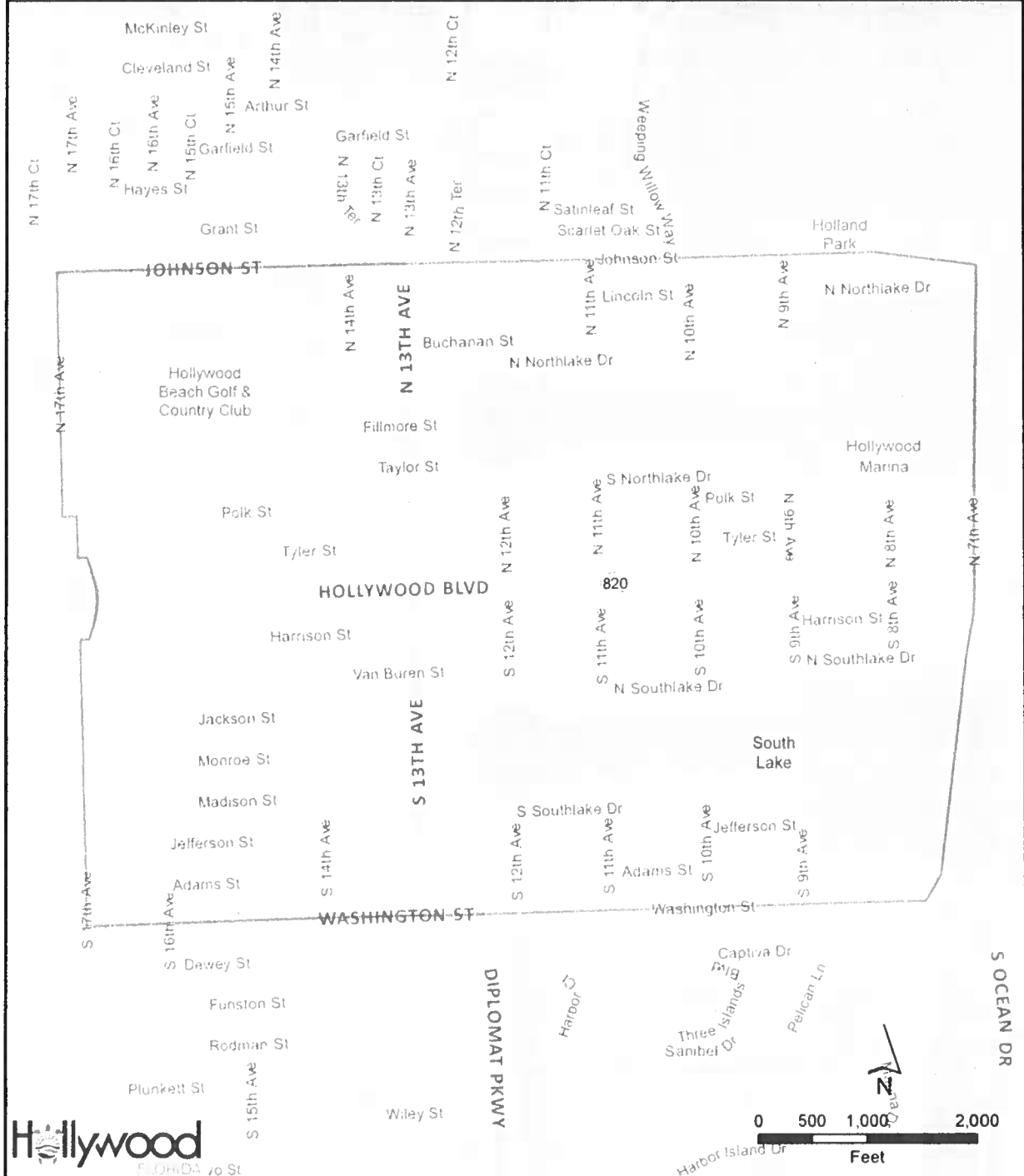
| SiteName | SiteAddress | SvcCode | Qty | SvcFrequency |
|--------------------------------|-----------------------------|---------|-----|------------------|
| Maurice J Connell Park'g Facil | 350 Johnson St | FL04SW | 1 | Weekly |
| Fire Station #40 (New) | 707 S Ocean Dr | FL04SW | 1 | Weekly |
| Public Works / Tires | 1600 S Park Rd | RO40TR | 1 | On-Call |
| City Of Hollywood/ Public Work | 1600 S Park Rd | RO20SW | 1 | On-Call |
| City Of Hollywood/ Public Work | 1600 S Park Rd | RO20SW | 1 | On-Call |
| Walker, Hilton & Manning | 2210 Pierce St | RO10CD | 1 | On-Call |
| City Hollywood Roll Off | 1600 S Park Rd | RO30WD | 1 | 2 times per week |
| Keating Park | 2500 S Ocean Dr-Magnolia St | RO20SW | 1 | On-Call |
| Orange Brook Golf and County C | 400 Entrada Dr | RO20SW | 1 | On-Call |
| Hollywood Beachouse Inn | 324 Roosevelt St | COM96SW | 1 | Weekly |
| Anniversary Park | 1945 Hollywood Blvd | COM96RC | 1 | Weekly |
| Chamow Park | 300 Connecticut St | COM96RC | 1 | Weekly |
| Epplerman Park | 701 Tyler St | COM96RC | 1 | Weekly |
| Jefferson Park | 1501 Jefferson St | COM96RC | 1 | Weekly |
| Joe DiMaggio Park | 1001 Three Island Blvd | COM96RC | 1 | Weekly |
| Poinciana Park | 1301 S 21st Ave | COM96RC | 1 | Weekly |
| Fred Lippman Center | 2030 Polk St | COM96RC | 1 | Weekly |
| Kooser Park | 1401 Polk St | COM96RC | 1 | Weekly |
| Sailor's Point | 921 N Northlake Dr | COM96RC | 1 | Weekly |
| Fire Station #105 | 1511 S Federal Hwy | COM96RC | 1 | Weekly |
| Henry L Graham Park | 2350 Simms St | COM96RC | 1 | Weekly |
| Holland Park | 801 Johnson St | COM96RC | 1 | Weekly |
| Oakwood Hills Park | 2701 N 26th Ave | COM96RC | 1 | Weekly |
| Lincoln Park | 2340 Lincoln St | COM96RC | 1 | Weekly |
| Boggs Field | 2310 N 23rd Ave | COM96RC | 1 | Weekly |
| Dowdy Field | 2161 Jackson St | COM96RC | 1 | Weekly |
| Waterview Park | 2660 Coolidge St | COM96RC | 1 | Weekly |
| Parks/Recreation | 1715 N 21st Ave | COM96RC | 1 | Weekly |
| Fire Station #5 | 1819 N 21st Ave | COM96RC | 1 | Weekly |
| Wastewater Treatment Plant | 1621 N 14th Ave | COM96RC | 1 | Weekly |
| Carlton Montayne Park | 6200 Arthur St | COM96RC | 1 | Weekly |
| Montella Park | 1231 NW 69th Way | COM96RC | 1 | Weekly |
| Blvd Heights Comm Cnt | 6770 Garfield St | COM96RC | 1 | Weekly |
| Kay Gaither Comm Cnt | 6291 Funston St | COM96RC | 1 | Weekly |
| Washington Park Comm Cnt | 5199 Pembroke Rd | COM96RC | 1 | Weekly |
| Fletcher Street Tot Lot | 5749 Fletcher St | COM96RC | 1 | Weekly |
| Earl Crawford Park | 900 S Park Rd | COM96RC | 1 | Weekly |
| Sal Oliveri Veterans Park | 4701 Tyler St | COM96RC | 1 | Weekly |
| Zinkil Park | 5451 Washington St | COM96RC | 1 | Weekly |
| David Park Comm Cnt | 108 N 33rd Ct | COM96RC | 1 | Weekly |
| Stan Goldman Park | 800 Knights Rd | COM96RC | 1 | Weekly |
| Rose's Garden | 510 S 24th Ave | COM96RC | 1 | Weekly |
| Public Works/Underground FL | 1600 S Park Rd | COM96RC | 1 | Weekly |
| Hollywood Police Dept | 3250 Hollywood Blvd | COM96RC | 1 | Weekly |
| Parks & Recreation Admin | 1405 S 28th Ave | COM96RC | 1 | Weekly |
| Emerald Hills Lakes Park | 3901 N 30th Ter | COM96RC | 1 | Weekly |
| Mara Giuliani Park | 4151 N Hills Dr | COM96RC | 1 | Weekly |
| Oakridge Park | 5200 SW 35th Ave | COM96RC | 1 | Weekly |
| Rotary Park | 3150 Taft St | COM96RC | 1 | Weekly |
| Rainbow Tot Lot | 4001 N Hills Dr | COM96RC | 1 | Weekly |
| Fire Station #74 | 2741 Stirling Rd | COM96RC | 1 | Weekly |
| City of Hollywood /Fire Stati | 3190 N 56 ave | RO20SW | 1 | On-Call |

EXHIBIT A3 – PALM FROND COLLECTION LOCATIONS, JAN 2019

Palm Frond Collection Section One



Palm Frond Collection Section Two



**TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES FOR YARD WASTE,
BULK WASTE AND COMMINGLED WASTE DISPOSAL/RECYCLING**

**A) YARD WASTE, BULK WASTE COMMINGLED WASTE DISPOSAL/ RECYCLING
SERVICE**

Waste Pro shall properly manage, transfer, process and recycle residential Yard Waste, Bulk Waste, and Commingled Waste delivered to Waste Pro's Designated Receiving Facility on behalf of the City in accordance with the specifications and requirements herein (referred to collectively as Yard, Bulk & Commingled Waste Disposal/Recycling Service). The Designated Yard Waste Receiving Facility must be located in Broward County.

B) DESIGNATED FACILITIES

- i. Waste Pro shall utilize the Designated Receiving Facility as specified in the Agreement..
- ii. The Designated Receiving Facility may be changed only with prior written approval by the Contract Administrator. Waste Pro shall not take the City's Waste to any other facility other than the Designated Receiving Facility unless prior written approval is given by the Contract Administrator.
- iii. Waste Pro shall be fully responsible for all aspects of the management, operations, and maintenance of the Designated Receiving Facility.
- iv. Waste Pro shall ensure that the Designated Receiving Facility is operated at all times in full compliance with all applicable local, State and Federal laws, regulations, permits and similar requirements.
- v. The City shall have the right, during Waste Pro's hours of operation, to inspect both the operating and maintenance practices of the Designated Receiving Facility. Operating practices shall include, but not be limited to, the receipt, loading, processing, storage, transport, and disposal of Yard Waste, Bulk Waste and Commingled Waste. Waste Pro shall reasonably accommodate the City's inspection rights described herein, provided it does not create a safety hazard.
- vi. If Waste Pro damages the Designated Receiving Facility, the matter shall be resolved between Designated Receiving Facility and Waste Pro.

C) HOURS

Beginning on the Commencement Date, Waste Pro shall accept deliveries of Yard Waste, Bulk Waste and Commingled Waste 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

City of Hollywood, Florida
Waste Pro Proposed Services – Exhibit A

holidays as defined herein. No reduction in scheduled receiving hours shall be made without the prior written approval of the Contract Administrator.

D) HOLIDAYS

Deliveries will take place on all holidays except Christmas Day. If Christmas Day falls on a regularly scheduled working day, then Waste Pro will ensure that the Designated Receiving Facility remains open an appropriate number of hours during that same work week to handle all loads of the City's Waste.

E) ACCEPTANCE, PROCESSING, & DISPOSAL

- i. Beginning on the Commencement Date, the City shall direct the Waste Pro to deliver all residential Yard Waste, Bulk Waste and Commingled Waste to the Designated Receiving Facility during the scheduled receiving hours specified herein. The City makes no assurances or guarantees regarding the quantity of Waste that will be delivered to the Designated Receiving Facility.
- ii. 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 Designated Receiving Facility site to exit from the facility site shall not exceed 20 minutes. Delays caused by equipment failure or safety issues not due to negligence of Waste Pro shall not be included in the turn-around time computation. Waste Pro will provide the City with access to its records to verify vehicle turnaround time within 24 hours' notice.
- iii. 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 Yard Waste delivery vehicles. Such scales shall be permitted and in compliance with applicable Florida laws. Waste Pro shall calibrate and certify scales no less frequently than annually.
- iv. Waste Pro shall weigh all trucks transporting Waste that enter the Designated Receiving Facility, record such weights separate from all other materials, and generate reports of incoming Yard Waste as required herein or requested by the City. Waste Pro may use tare weights. If Waste Pro chooses to do so, all tare weights must be recalibrated at least annually.
- v. Upon acceptance of Waste at the Designated Receiving Facility, Waste Pro shall assume ownership of such Waste. Waste Pro shall bear all costs associated with managing, transferring, processing, recycling, and disposing of the City's Waste, including transport to the Designated Receiving Facility.

City of Hollywood, Florida
Waste Pro Proposed Services – Exhibit A

- vi. To the extent practical, Waste Pro shall mulch, compost, or otherwise recycle Yard Waste and maintain appropriate records of disposition. On a quarterly basis, Waste Pro shall provide the City with wood chips or soil amendments from the results of the Yard Waste Processing.
- vii. If Unacceptable Waste is found within a load of Yard Waste, Bulk Waste and/or Commingled Waste delivered by the City's Contract Hauler to the Designated Receiving Facility, Waste Pro shall immediately notify the Contract Administrator and note the incident by taking a photograph of the Unacceptable Waste and the truck, including the truck number that delivered the Unacceptable Waste. Waste Pro is responsible for properly isolating, containerizing, and disposing of such Unacceptable Waste in accordance with all applicable laws.

F) RECORD KEEPING

- i. Waste Pro shall create, maintain, and make available records as defined in the Agreement; 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 the Agreement .
- ii. Waste Pro shall maintain records of the amounts of the City's Waste received at the Designated Receiving Facility. Such records shall be kept separate and apart from all other records maintained by Waste Pro. Records shall provide delivery date and time, vehicle number, gross weight, and net weight.
- iii. Waste Pro 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. Waste Pro 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 the Agreement, and Waste Pro acknowledges that such laws have possible application and agrees to comply with all such laws. Section 119.0701, Florida Statutes as amended, shall apply.
- iv. Waste Pro will maintain and allow access to books, records, data, documents, and reports relating to the Contract for five years following the conclusion or termination of the Contract.

G) REPORTING

- i. Prior to the 15th calendar day of each month during the term of the Contract, Waste Pro shall submit a report electronically to the Contract Administrator, in a format approved by the Contract Administrator. The

City of Hollywood, Florida
Waste Pro Proposed Services – Exhibit A

report shall provide the total tonnage of Waste received at the Designated Receiving Facility during the previous month, as well as a breakdown by delivery date and time, vehicle number, and quantity. The report should include total tonnage diverted (by material type) from disposal, tonnage disposed, and disposal location.

- ii. Within 30 days after the end of each Contract Year, Waste Pro shall provide the Contract Administrator with a report summarizing the total Tons of Waste delivered to the Designated Receiving Facility during the Contract Year and total tonnage diverted (by material type) from disposal, total tonnage disposed, and disposal location.
- iii. At least 30 days prior to the end of each Contract Year during the term of the Contract, Waste Pro 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.

EXHIBIT "B"
GENERAL TERMS AND CONDITIONS

See attached.

EXHIBIT "B"

GENERAL TERMS AND CONDITIONS

NOTE: The below are the General Terms and Conditions to be incorporated into an Agreement to be executed by the Parties. The Agreement will also attach the Technical Specifications that are outline in Exhibit "A" of the item presented on August 28, 2019, In addition, the Agreement will address any and all other relevant terms relating to the services to be provided.

A) DEFINITIONS

The Definitions of words and phrases used are as defined in Chapter 50 Hollywood's Code of Ordinance entitled "Solid Waste and Recycling Management" and as set forth in Chapter 403, Florida Statutes unless defined below. When not consistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. The word "shall" is always mandatory and not merely discretionary.

Bulk Waste means those wastes that may require special handling and management and which by reason of bulk, shape, or weight cannot be placed in a container. Bulk Waste includes, but is not limited to, furniture and fixtures, mattresses, appliances, equipment, bicycles, and any and all household goods that are customary to ordinary housekeeping operations of a Residential Unit.

Brush Material means accumulations of shrubbery cuttings, palm fronds, or tree limbs.

Commingled Waste means commingled Yard Waste and Bulk Waste.

Contract Year means the time from the commencement date of service, which shall be August 1, 2019, through July 31, 2020 and each year thereafter during the term of the Contract.

Customer Service means the City of Hollywood's Customer Service Center.

Recyclable Materials or Recyclables means those materials that are capable of being recycled and which would otherwise be processed or disposed of as solid waste. Recyclable Materials include glass containers; plastic containers #1-#7; aluminum, steel and bimetal cans; cartons and aseptic containers; newspapers; magazines and catalogs; flattened corrugated cardboard; brown paper shopping bags; telephone books; junk mail; paperboard; fiberboard; other mixed paper, and other materials added by the City.

Recycling Cart means a wheeled and lidded container of approximately 95 gallons in size designed and intended to be used for automated or semi-automated collection of Recyclable Materials.

Residential Unit means a single-family, duplex, or triplex dwelling located within the limits of the City of Hollywood.

EXHIBIT "B"

GENERAL TERMS AND CONDITIONS

NOTE: The below are the General Terms and Conditions to be incorporated into an Agreement to be executed by the Parties. The Agreement will also attach the Technical Specifications that are outline in Exhibit "A" of the item presented on August 28, 2019, In addition, the Agreement will address any and all other relevant terms relating to the services to be provided.

Unacceptable Waste means motor vehicles, trailers, comparable bulky items of machinery or equipment, highly inflammable substances, hazardous waste, sludges, pathological and biological wastes, liquid wastes, sewage, manure, explosives and ordinance materials, and radioactive materials. Unacceptable Waste shall also include any other material not permitted by law or regulation to be disposed of at a landfill.

Waste Cart means a wheeled and lidded container of approximately 95 gallons in size designed and intended to be used for automated or semi-automated collection of Solid Waste.

Yard Waste means vegetative waste including but not limited to grass clippings, leaves, Brush Material, and other miscellaneous, garden trash.

B) CONTRACT TERM

The initial term for the Agreement shall be for a 10-year period commencing on October 1, 2019. The City may renew the Agreement for one additional three-year period subject to vendor acceptance, satisfactory performance of the vendor, and determination that renewal will be in the best interest of the City.

C) INSURANCE

Without limiting any of the other obligations or liability of the Waste Pro , Waste Pro shall provide, pay for, and maintain in force throughout the contract term and any extension terms(s), the insurance coverage's set forth in this section. Waste Pro shall furnish original certificates to the City's Procurement Director and receive approval by the City's Risk Manager, prior to the commencement of any work.

Coverage shall be provided by a company or companies authorized to transact business in the State of Florida and the company or companies must maintain a minimum rating of A-, V11, as assigned by the A.M. Best Company.

Any Sub-Contractor used by the contractor shall supply such similar insurance required of Waste Pro . Such certificates shall name the City as an Additional Insured.

Cancellation

Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

EXHIBIT "B"

GENERAL TERMS AND CONDITIONS

NOTE: The below are the General Terms and Conditions to be incorporated into an Agreement to be executed by the Parties. The Agreement will also attach the Technical Specifications that are outline in Exhibit "A" of the item presented on August 28, 2019, In addition, the Agreement will address any and all other relevant terms relating to the services to be provided.

A) Comprehensive General Liability:

Commercial General Liability Insurance with not less than the following limits:

| | |
|---------------------------------|-------------|
| General Aggregate | \$2,000,000 |
| Products-Comp/Op Aggregate | \$2,000,000 |
| Personal and Advertising injury | \$2,000,000 |
| Each Occurrence | \$2,000,000 |
| Damages to rented premises | \$ 50,000 |

The City of Hollywood shall be named as an Additional Insured. Coverage shall include contractual liability assumed under this agreement, products and completed operations, personal injury, broad form property damage, and premises-operations.

B) Commercial Automobile Liability:

Commercial Automobile Liability Insurance with not less than the following limits:

| | |
|-----------------------|-------------|
| Combined Single Limit | \$2,000,000 |
|-----------------------|-------------|

The City of Hollywood shall be named as an Additional Insured. Coverage shall include contractual liability assumed under this agreement, owned, Hired and non-owned vehicles.

C) Worker's Compensation Insurance:

Worker's Compensation Insurance covering the contractor and the contractor's employees not less than the following limits:

| | |
|-----------------------|-----------|
| Each Accident | \$500,000 |
| Disease Policy Limit | \$500,000 |
| Disease Each Employee | \$500,000 |

D) Pollution Liability:

\$1,000,000 each claim / \$2,000,000 Agg.

EXHIBIT "B"

GENERAL TERMS AND CONDITIONS

NOTE: The below are the General Terms and Conditions to be incorporated into an Agreement to be executed by the Parties. The Agreement will also attach the Technical Specifications that are outline in Exhibit "A" of the item presented on August 28, 2019, In addition, the Agreement will address any and all other relevant terms relating to the services to be provided.

The insurance policy shall not contain any exceptions that would exclude coverage for risks that can be directly or reasonably related to the scope of goods or services in this bid/proposal. A violation of this requirement at any time during the term, or any extension thereof shall be grounds for the immediate termination of any contract entered in to pursuant to this bid/proposal. In order to show that this requirement has been met, along with an insurance declaration sheet demonstrating the existence of a valid policy of insurance meeting the requirements of this bid/proposal, the successful contractor must submit a signed statement from insurance agency of record that the full policy contains no such exception.

The City reserves the right to require any other insurance it deems necessary depending upon the exposures.

D) PERFORMANCE AND PAYMENT BOND

Within 15 business days following written notice of award by the City Commission, Waste Pro shall furnish to the City of Hollywood a performance/payment bond(s) equal to the first years' contract amount. Waste Pro will be held responsible for renewal of the bond for each successive year of the contract. The bond(s) must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. The bond shall be signed by a Florida Licensed Resident Agent who holds a current Power of Attorney from the surety company issuing the bond. The surety company shall have a minimum Best's policy holder rating of "A" and required financial rating of VIII from Best's key rating guide. Subject bond(s) will cover the entire contract amount.

E) EQUIPMENT

Sufficient and Appropriate Equipment. Waste Pro shall have on hand, at all times and in good working order, sufficient and appropriate collection vehicles and other equipment to provide Residential Collection Service and other services required herein. Such equipment shall include collection vehicles to service Waste and Recycling Carts, as well as collection vehicles to collect Yard Waste and Bulk Waste (or Commingled Waste). Collection vehicles will be phased into the operation as follows:

EXHIBIT "B"

GENERAL TERMS AND CONDITIONS

NOTE: The below are the General Terms and Conditions to be incorporated into an Agreement to be executed by the Parties. The Agreement will also attach the Technical Specifications that are outline in Exhibit "A" of the item presented on August 28, 2019, In addition, the Agreement will address any and all other relevant terms relating to the services to be provided.

| Equipment Detail | Year 1 – 2020 | Year 2 – 2021 | Year 3 – 2022 | Total by Type |
|-------------------------------|--------------------------------|--------------------------------|---------------|---------------|
| Rearload 12yd – 16yd | 3 (June 2020) | | | 3 |
| Rearload 25yd | 3 (July 2020) 3 (Aug. 2020) | 1 (June 2021) | 4 (June 2022) | 11 |
| Automated SideLoad 28yd | | 3 (June 2021) 4 (July 2021) | | 7 |
| Grapple Truck 25yd | 1 (May 2020) | | 4 (July 2022) | 5 |
| Total by Year | 10 | 8 | 8 | 26 |

Reserve Equipment. Waste Pro shall provide the City with a minimum of one reserve collection vehicle for every 10 frontline collection vehicles. Reserve vehicles shall be similarly equipped to provide collection services should frontline vehicles be inadequate or incapacitated.

Vehicle Maintenance. All vehicles and auxiliary equipment shall be kept clean, sanitary, safe, and in good repair at all times of service.

Vehicle Markings. All vehicles used by Waste Pro to provide services hereunder shall clearly display Waste Pro's name, Waste Pro's local customer service telephone number, and truck number.

DriveCam. All collection vehicles shall be equipped with DriveCams or similar equipment. Such equipment must be maintained and fully operational at all times during collection activities.

List of Vehicles. Prior to commencement of collection services, Waste Pro shall provide the Contract Administrator with a list of all collection vehicles. Waste Pro shall keep such list current at all times during the term of the Contract and immediately notify the Contract Administrator of any changes since the list will be used to document receipt of loads at the designated processing and disposal

EXHIBIT "B"

GENERAL TERMS AND CONDITIONS

NOTE: The below are the General Terms and Conditions to be incorporated into an Agreement to be executed by the Parties. The Agreement will also attach the Technical Specifications that are outline in Exhibit "A" of the item presented on August 28, 2019, In addition, the Agreement will address any and all other relevant terms relating to the services to be provided.

facilities. The list shall include the vehicle identification number and material being collected.

Vehicle Disposition. At the end of the initial contract term, Waste Pro shall offer two grapple trucks at a mutually agreed amount.

F) RECORDKEEPING

General Recordkeeping Requirements. Waste Pro shall create, maintain, and make available records 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 the Contract.

Reporting. Waste Pro shall provide the following information to the City as listed below and as otherwise specified in the Agreement.

| Frequency | Reporting |
|-------------------|---|
| Daily reporting | <ul style="list-style-type: none">• Proof of pickup of waste in violation of set-out requirements for which special collection service was not requested by the customer (Section 3.1.4.2)• Non-collection events and associated digital photographs (Section 3.9.5) |
| Weekly reporting | Weight tickets for materials delivered to each designated facility (Section 3.17.3) |
| Monthly reporting | <ul style="list-style-type: none">• Updated and current copy of cart asset management database (Section 3.13.9)• Recycling Incentive Program log (Section 3.15.3) |
| Annual reporting | Tare Weight Report (Section 3.17.4) |

EXHIBIT "B"

GENERAL TERMS AND CONDITIONS

NOTE: The below are the General Terms and Conditions to be incorporated into an Agreement to be executed by the Parties. The Agreement will also attach the Technical Specifications that are outline in Exhibit "A" of the item presented on August 28, 2019, In addition, the Agreement will address any and all other relevant terms relating to the services to be provided.

G) SERVICE RATES, BILLING, INVOICING AND OTHER PAYMENTS

Service Fees. The City shall pay Waste Pro \$20.49 per residential unit for an estimated number of 34,659 residential units for Residential Collection Service for the Residential Collection Service options selected by the City. Such fee shall not be adjusted through September 30, 2020. The fee for Residential Collection Service shall be adjusted October 1, 2020, and annually thereafter throughout the term of the Agreement as described herein. All fee adjustments are subject to approval by the City Commission.

Annual Service Fee Adjustment. The service fee shall be adjusted as follows:

9.95% fixed increase effective October 1, 2020

7.50% fixed increase, effective October 1, 2021

4.00% fixed increase, effective October 1, 2022

Effective October 1, 2023 and October 1 of each subsequent year of the term of the Contract (including any renewal of the Contract). The service fee shall be adjusted based on a combined index consisting of 90 percent of the percentage change in the previous year's Consumer Price Index (CPI) and 10 percent of the percentage change in the previous year's Fuel Index, rounded to the nearest 100th

of a percent, as described below. The total fee increase in any given year shall be capped at 3 percent.

Change in subsequent years' Service Fee = Current Service Fee x ((90% X CPI change) + (10% x Fuel Index change))

The CPI change shall be the percentage change in the average CPI for Garbage and Trash Collections in U.S. City Average, Urban Wage Earners and Clerical Workers (CPI-W), Not Seasonally Adjusted (Series ID #CWUR0000SEHG02) published by the United States Department of Labor, Bureau of Labor Statistics, for the 12-month period ending the most recent June 30 as compared to the 12-month average of the preceding year ending June 30.

The Fuel Index change shall be the percentage change in the average monthly fuel prices published by the United States Department of Energy, Energy Information Administration, for Lower Atlantic (PADD 1C) for Ultra-Low Sulfur (15

EXHIBIT "B"

GENERAL TERMS AND CONDITIONS

NOTE: The below are the General Terms and Conditions to be incorporated into an Agreement to be executed by the Parties. The Agreement will also attach the Technical Specifications that are outline in Exhibit "A" of the item presented on August 28, 2019, In addition, the Agreement will address any and all other relevant terms relating to the services to be provided.

ppm and under) Diesel, for the 12-month period ending the most recent June 30 as compared to the 12-month average of the preceding year ending June 30.

Example:

If,

Current Service Fee is \$10.00/month

Average CPI for July 2018-June 2019 is 234.878

Average CPI for July 2019-June 2020 is 239.712

Average monthly Fuel Index for July 2018-June 2019 is 2.419667

Average monthly Fuel Index for July 2019-June 2020 is 2.774833

Then,

Change in subsequent years' Service Fee =

$\$10.00 \times ((90\% \times ((239.712 - 234.878) / 234.878)) + (10\% \times ((2.774833 - 2.419667) / 2.419667))) =$

$\$10.00 \times (1.85\% + 1.47\%) = \$10.00 \times 3.32\% = \$0.33/\text{month}$

Billing: The City will bill customers for Residential Collection Service and shall pay Waste Pro on a monthly purchase order (PO) upon receipt of invoice. Waste Pro shall bill customers and collect payment for special collection services and for providing second Waste Carts.

Invoices. Waste Pro shall invoice the City within 30 days after the completion of monthly service.

Other Payments. To assist the City with ensuring proper set-out of materials, maintaining alleyways and roads, and educating residents, Waste Pro shall remit \$110,000 annually to the City by October 1 of each year during the term of the Agreement

H) CHANGE IN LAW

Should a change in law arise that necessitates any additions or deletions to the work described herein, Waste Pro may petition the City for a rate adjustment resulting from such change in law. Waste Pro's request shall contain substantial proof and justification to support the need for the rate adjustment. The City may

EXHIBIT "B"

GENERAL TERMS AND CONDITIONS

NOTE: The below are the General Terms and Conditions to be incorporated into an Agreement to be executed by the Parties. The Agreement will also attach the Technical Specifications that are outline in Exhibit "A" of the item presented on August 28, 2019, In addition, the Agreement will address any and all other relevant terms relating to the services to be provided.

request from Waste Pro such further information as may be reasonably necessary in making its determination. Within 60 calendar days of receipt of the request and all other additional information required by the City, the City Manager shall make a determination regarding the fairness of the request and shall make a recommendation to the City Commission at a regular meeting. Adjusted rates shall become effective upon approval by the City Commission.

I) LIQUIDATED DAMAGES

It is the intent of the City to ensure that Waste Pro provides a high-quality level of collection services as well as the prompt and convenient performance of the services described in the Contract. Waste Pro shall provide the services as required herein and resolve all service-related complaints promptly.

Failure to provide the services required by the Agreement will cause serious and substantial damage to the City and its residents, and the nature of the Agreement will render it impracticable or extremely difficult to fix or ascertain the actual damage sustained by the City by such breach. Therefore, Waste Pro agrees that, in the case of breach of service, the City may elect to collect liquidated damages, not as a penalty, from Waste Pro in the amounts set forth in the schedule below agreed as the amount which the City will be damaged by the breach of such service. Liquidated damages imposed by the City will be deducted from payments due to Waste Pro. An election to seek such remedy shall not be construed as a waiver of any other remedy the City may have in law or equity nor shall the election serve as a waiver of any subsequent breach of service under the Contract. Moreover, failure by the City to seek said damages or other legal or equitable remedy for a breach of service shall not constitute a waiver of any legal or equitable cause of action the City may have for similar breaches in the future.

EXHIBIT "B"

GENERAL TERMS AND CONDITIONS

NOTE: The below are the General Terms and Conditions to be incorporated into an Agreement to be executed by the Parties. The Agreement will also attach the Technical Specifications that are outline in Exhibit "A" of the item presented on August 28, 2019, In addition, the Agreement will address any and all other relevant terms relating to the services to be provided.

| | Performance Standard Violation | Liquidated Damages |
|----|--|---|
| A) | <p>Missed pickups and other legitimate service complaints from residential customers:</p> <ul style="list-style-type: none"> • 750-1,000 per month • 1,001-1,500 per month • 1,501-2,000 per month • More than 1,250 per month | <p>\$5,000 per month \$10,000 per month \$15,000 per month \$20,000 per month</p> |
| B) | <p>Failure to respond to missed pickup in the timeframe required (Section 3.8.3).</p> | <p>\$100 per customer per occurrence for 1st notification</p> <p>\$250 per customer per occurrence for each additional notification</p> <p>Plus cost to City if City or another contractor provides such service</p> |
| C) | <p>Failure to correct chronic problems (chronic shall mean three or more similar legitimate complaints by the same customer within a 90-day period) in any category of service.</p> | <p>\$250 per occurrence for the 3rd occurrence</p> <p>\$500 per occurrence thereafter</p> |
| D) | <p>Reporting unresolved missed pickup or other service complaint as resolved.</p> | <p>\$500 per occurrence</p> |
| E) | <p>Providing Residential Collection Service outside of the days and hours specified in the Contract unless otherwise approved by the Contract Administrator (Section 3.2).</p> | <p>\$100 for 1st occurrence in a month</p> <p>\$200 for 2nd occurrence in a month</p> |

EXHIBIT "B"

GENERAL TERMS AND CONDITIONS

NOTE: The below are the General Terms and Conditions to be incorporated into an Agreement to be executed by the Parties. The Agreement will also attach the Technical Specifications that are outline in Exhibit "A" of the item presented on August 28, 2019, In addition, the Agreement will address any and all other relevant terms relating to the services to be provided.

| | | |
|----|--|--|
| | | \$500 for 3 rd and each additional occurrence in a month |
| F) | Failure to properly notify all customers of changes in collection day within the timeframe specified (Section 3.4.3). | \$3,000 per occurrence |
| G) | Failure to properly notify the Contract Administrator of changes in Residential Collection Service routes or schedules (Section 3.4.2). | \$1,000 per occurrence |
| H) | Failure to complete a route (if more than 5% of units on the route are not serviced) (Section 3.7.2). | \$1,000 per occurrence Plus cost to City if City or another contractor provides such service |
| I) | Mixing of loads of materials as prohibited by the Contract without prior written approval from the Contract Administrator (Section 3.7.3). | \$5,000 per occurrence |
| J) | Failure to take prompt and effective remedial action to clean up litter, spills, or make repairs (Sections 3.7.7 through 3.7.10). | \$250 per day per occurrence If not remedied in three days, \$500 per day until remedied Plus cost to City if City or another contractor provides such service |
| K) | Failure to leave a Non-Collection Notice for customer explaining why material was not collected and/or to provide the City with notification and documentation, including digital photographs, of all non-collection events by the end of each work day (Section 3.9). | \$100 for 1 st occurrence in a month \$200 for 2 nd occurrence in a month |

EXHIBIT "B"

GENERAL TERMS AND CONDITIONS

NOTE: The below are the General Terms and Conditions to be incorporated into an Agreement to be executed by the Parties. The Agreement will also attach the Technical Specifications that are outline in Exhibit "A" of the item presented on August 28, 2019, In addition, the Agreement will address any and all other relevant terms relating to the services to be provided.

| | | |
|----|---|--|
| | | \$500 for 3 rd and each additional occurrence in a month |
| L) | Failure to maintain a customer service office meeting the requirements of the Contract (Section 3.10.2). | \$100 per occurrence per day |
| M) | Failure to provide and maintain a transparent web-based platform for tracking and reporting service inquiries, requests, and complaints (Section 3.10.5). | \$500 per day for each day not in compliance |
| N) | Failure to provide, upon request, GPS-trackable reports or DriveCam video (Section 3.10.5). | \$1,000 per occurrence |
| O) | Failure to provide at least two permanent full-time Route Supervisors dedicated exclusively to the City Section 3.11.2). | \$250 per day |
| P) | Failure to repair, replace, exchange, or provide Waste and Recycling Carts within the time specified, including prior to commencement date of service (Section 3.13). | \$100 per occurrence per cart per day |
| Q) | Failure to provide Waste Cart and Recycling Cart to new customer within four work days of receiving notification (Section 3.13.5). | \$100 per occurrence per day late |
| R) | Failure to provide and maintain an accurate asset management database for carts (Section 3.13.9). | \$500 per day for each day not in compliance |
| S) | Failure to pick up illegal dump within time period specified (Section 3.14.5). | \$250 per day until picked up Plus cost to City if City or another contractor provides such service |

EXHIBIT "B"

GENERAL TERMS AND CONDITIONS

NOTE: The below are the General Terms and Conditions to be incorporated into an Agreement to be executed by the Parties. The Agreement will also attach the Technical Specifications that are outline in Exhibit "A" of the item presented on August 28, 2019, In addition, the Agreement will address any and all other relevant terms relating to the services to be provided.

| | | |
|----|---|---|
| T) | Failure to correct chronic equipment problems (chronic shall mean three instances of the same or similar problem with the same vehicle within a 12-month period). | \$250 per occurrence for the 3 rd occurrence \$500 per occurrence thereafter |
| U) | Failure to correct personnel problems (chronic shall mean three instances of the same or similar problem with the same individual within a 12-month period). | \$250 per occurrence for the 3 rd occurrence \$500 per occurrence thereafter |
| V) | Failure to deliver Solid Waste, Recyclables, Yard Waste, Bulk Waste, and Commingled Waste to City-designated facilities (Section 3.17.1). | \$5,000 per occurrence, plus 125% of tipping fee at Designated Disposal Site per ton delivered elsewhere |
| W) | Failure to provide the Contract Administrator with a copy of the weekly weight tickets (Section 3.17.3). | \$100 for 1st occurrence in a month \$200 for 2 nd occurrence in a month \$500 for 3 rd and each additional occurrence in a month |
| X) | Failure to make Yard Waste, Bulk Waste, and Commingled Waste collection vehicles and operators available to assist the City with disaster debris (Section 3.18.2) | \$5,000 per occurrence per day Plus cost to City if City or another contractor provides service |
| Y) | Failure to submit any report, log, or documentation, with the proper content and format, in the timeframe required (Section 3.19). | \$100 per day that each report, log, or documentation is late |

EXHIBIT "B"

GENERAL TERMS AND CONDITIONS

NOTE: The below are the General Terms and Conditions to be incorporated into an Agreement to be executed by the Parties. The Agreement will also attach the Technical Specifications that are outline in Exhibit "A" of the item presented on August 28, 2019, In addition, the Agreement will address any and all other relevant terms relating to the services to be provided.

| | | |
|----|--|------------------------------|
| Z) | Failure to comply with any provision of the Contract for which a penalty has not been specified. | \$100 per occurrence per day |
|----|--|------------------------------|

J) YARD WASTE, BULK WASTE AND COMMINGLED WASTE PROCESSING FEE

The City shall pay Waste Pro \$34.00 per ton for Yard Waste Processing, \$41.80 per ton for Bulk Waste Processing and \$34.00per ton for Commingled Waste Processing. The per-ton fee for receipt, management, recycling, and disposal of the City's residential Yard Waste, Bulk Waste and

Commingled Waste, and providing all related services as specified herein, is as specified in Waste Pro price for Yard Waste processing. This fee is hereinafter referred to as the "Waste Processing Fee."

The Waste Processing Fee shall remain the same through September 30, 2020. As of October 1, 2020 and each subsequent October 1 during the term of the Contract, the Yard Waste Processing Fee shall be adjusted based on 80 percent of the annual percentage change in the Consumer Price Index for Garbage and Trash Collections in U.S. City Average, Urban Wage Earners and Clerical Workers (CPI-W), Not Seasonally Adjusted (Series ID #CWUR0000SEHG02) as determined and recorded by the United States Department of Labor, Bureau of Labor Statistics, for the 12-month period ending on the last day of the month of June. In no event shall the annual Yard Waste Processing Fee adjustment exceed 3 percent of the Yard Waste Processing Fee paid by the City during the previous Contract Year. The fee(s) in any subsequent term(s) shall be calculated in the same manner as in the initial term.

The City shall be responsible for payment of the Waste Processing Fee for Yard Waste, Bulk Waste and Commingled Waste, as set forth in the Agreement. The City will not be responsible for payment of disposal of Waste delivered by the City's Contract Hauler from any other source other than Waste generated by City residents.

EXHIBIT "B"

GENERAL TERMS AND CONDITIONS

NOTE: The below are the General Terms and Conditions to be incorporated into an Agreement to be executed by the Parties. The Agreement will also attach the Technical Specifications that are outline in Exhibit "A" of the item presented on August 28, 2019, In addition, the Agreement will address any and all other relevant terms relating to the services to be provided.

K) INVOICING & PAYMENT

Waste Pro shall submit a monthly invoice, in a form acceptable to the City, detailing the total fees due to Waste Pro for disposal of Yard Waste during the previous month.

The City shall remit payment within 30 days of invoice receipt.

L) PERFORMANCE BOND

Prior to commencing services, Waste Pro shall furnish to the City, and keep current for the full duration of the Agreement and any renewal, a Performance Bond for the faithful performance of the Agreement and all obligations arising hereunder in an amount equal to one year of Waste Processing Fees.

M) LIQUIDATED DAMAGES

Failure to provide the services required by the Agreement will cause serious and substantial damage to the City and its residents, and the nature of the contract will render it impracticable or extremely difficult to fix or ascertain the actual damage sustained by the City by such breach. Therefore, Waste Pro agrees that, in the case of breach of service, the City may elect to collect liquidated damages, not as a penalty, from Waste Pro in the amounts set forth in the schedule below agreed as the amount which the City will be damaged by the breach of such service. An election to seek such remedy shall not be construed as a waiver of any other remedy the City may have in law or equity nor shall the election serve as a waiver of any subsequent breach of service under the contract. Moreover, failure by the City to seek said damages or other legal or equitable remedy for a breach of service shall not constitute a waiver of any legal or equitable cause of action the City may have for similar breaches in the future.

EXHIBIT "B"

GENERAL TERMS AND CONDITIONS

NOTE: The below are the General Terms and Conditions to be incorporated into an Agreement to be executed by the Parties. The Agreement will also attach the Technical Specifications that are outline in Exhibit "A" of the item presented on August 28, 2019, In addition, the Agreement will address any and all other relevant terms relating to the services to be provided.

| | Performance Standard Violation | Liquidated Damages |
|----|---|---|
| A) | Failure to accept Yard Waste, Bulk Waste and/or Commingled Waste during scheduled receiving hours (Section 4.3) | \$500 per unaccepted load, plus any tip fees paid by the City to dispose of Commingled Waste at an alternate facility |
| B) | Failure to provide a daily average delivery vehicle turnaround that does not exceed 20 minutes (Section 4.5.2) | \$300 per day |
| C) | Failure to submit timely records and reports (Section 4.6) | \$300 per calendar day late |

N) TERMINATION. The City, may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to Waste Pro.

EXHIBIT "C"
NON-COLLUSION AFFIDAVIT

See attached.

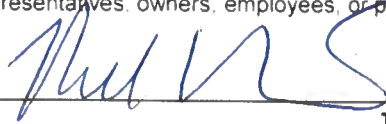
NONCOLLUSION AFFIDAVIT

STATE OF: Florida

COUNTY OF: Broward, being first duly sworn, deposes and says that:

- (1) He/she is Russell Mackie of Waste Pro of Florida the Bidder that has submitted the attached Bid.
- (2) He/she has been fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances regarding such Bid.
- (3) Such Bid is genuine and is not a collusion or sham Bid.
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the contractor for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure an advantage against the City of Hollywood or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(SIGNED)



Title

Regional V.P.

Failure to sign or changes to this page shall render your bid non-responsive.

EXHIBIT "D"
PUBLIC ENTITIES CRIME STATEMENT

See attached.

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a) FLORIDA
STATUTES ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS

1 This form statement is submitted to City of Hollywood
by Russell Mackie RVP for WASTE PRO OF FLORIDA INC.
(Print individual's name and title) (Print name of entity submitting sworn statement)
whose business address is 17302 Pines Blvd Pembroke Pines FL 33029
and if applicable its Federal Employer Identification Number (FEIN) is 59-3701785 If the entity has no FEIN,
include the Social Security Number of the individual signing this sworn statement.

2. I understand that "public entity crime," as defined in paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.

3 I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in an federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere

4. I understand that "Affiliate," as defined in paragraph 287.133(1)(a), Florida Statutes, means

1. A predecessor or successor of a person convicted of a public entity crime, or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5 I understand that "person," as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (Please indicate which statement applies.)

X Neither the entity submitting sworn statement, nor any of its officers, director, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

X The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime, but the Final Order entered by

the Hearing Officer in a subsequent proceeding before a Hearing Officer of the State of the State of Florida, Division of Administrative Hearings, determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the Final Order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Thw N C
(Signature)

Sworn to and subscribed before me this 25 day of September, 2019.

Personally known yes

Or produced identification _____ Notary Public-State of Florida

_____ my commission expires 2-21-2022
(Type of identification)

Jaime V. Carls
(Printed, typed or stamped commissioned name of notary public)



Jaime V. Carls
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG188606
Expires 2/21/2022

Failure to sign or changes to this page shall render your bid non-responsive.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/10/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|---|--------------------------|
| PRODUCER Marsh USA Inc. 1560 Sawgrass Corporate Pkwy, Suite 300 Sunrise, FL 33323 | CONTACT NAME: | |
| | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| CN105058554-All-GAWUP-18-20 | ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED Waste Pro USA Inc. and its subsidiaries 2101 W SR 434 Suite #301 Longwood, FL 32779 | INSURER A : Greenwich Insurance Company | NAIC # 22322 |
| | INSURER B : XL Insurance America, Inc. | 24554 |
| | INSURER C : North American Elite Insurance Company | 29700 |
| | INSURER D : XL Specialty Insurance Company | 37885 |
| | INSURER E : | |
| | INSURER F : | |

COVERAGES **CERTIFICATE NUMBER:** ATL-004671035-15 **REVISION NUMBER:** 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|----------------------------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | GEC300138201 | 11/22/2018 | 11/22/2019 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | RAE943788401 SIR: \$1,000,000 | 11/22/2018 | 11/22/2019 | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$ | | | UMB 2000589 02 | 11/22/2018 | 11/22/2019 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | RWD300138001 (AOS) | 11/22/2018 | 11/22/2019 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| D | Workers Compensation | | | RWE943549701 (FL) | 11/22/2018 | 11/22/2019 | Employers Liability: \$ 1,000,000 SIR: \$ 500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Contract 2: Curbside Recycling Collection Services.
Umbrella is follow form where required by written contract.
City of Hollywood, Department of Public Works is included as an Additional Insured as respects to General Liability and Auto Liability where required by written contract.

| | |
|---|--|
| CERTIFICATE HOLDER City of Hollywood, Department of Public Works 1600 S. Park Roads Hollywood, FL 33021 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Juan Hernandez <i>Juan Hernandez</i> |
|---|--|

© 1988-2016 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: CN105058554

LOC #: Lauderdale



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

| | | |
|--------------------------|-----------|---|
| AGENCY Marsh USA Inc. | | NAMED INSURED Waste Pro USA Inc. and its subsidiaries 2101 W SR 434 Suite #301 Longwood, FL 32779 |
| POLICY NUMBER | | |
| CARRIER | NAIC CODE | EFFECTIVE DATE: |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Contractors Pollution Legal Liability - Job Site
Carrier: Indian Harbor Insurance Company
Policy Number: PEC004900302
Dates: 01/01/2019 - 01/01/2020
Limit: \$2,000,000 Annual Aggregate
Self-Insured Retention: \$25,000



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/10/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|---|-----------------------|
| PRODUCER Marsh USA Inc. 1560 Sawgrass Corporate Pkwy, Suite 300 Sunrise, FL 33323 CN105058554-Alt-GAWUP-18-20 | CONTACT NAME: | |
| | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| INSURED Waste Pro USA Inc. and its subsidiaries 2101 W SR 434 Suite #301 Longwood, FL 32779 | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A : Greenwich Insurance Company | NAIC # 22322 |
| | INSURER B : XL Insurance America, Inc. | 24554 |
| | INSURER C : North American Elite Insurance Company | 29700 |
| | INSURER D : XL Specialty Insurance Company | 37885 |
| | INSURER E : | |
| | INSURER F : | |

COVERAGES **CERTIFICATE NUMBER:** ATL-004671037-17 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--|----------|--------------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | GEC300138201 | 11/22/2018 | 11/22/2019 | EACH OCCURRENCE \$ 1,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 |
| | | | | | | | MED EXP (Any one person) \$ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | OTHER: | | | | | | \$ |
| A | AUTOMOBILE LIABILITY | | | RAE943788401 | 11/22/2018 | 11/22/2019 | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO | | | SIR: \$1,000,000 | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | BODILY INJURY (Per accident) \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB | | | UMB 2000589 02 | 11/22/2018 | 11/22/2019 | EACH OCCURRENCE \$ 5,000,000 |
| | <input type="checkbox"/> EXCESS LIAB | | | | | | AGGREGATE \$ 5,000,000 |
| | <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | \$ |
| | <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE | | | | | | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | RWD300138001 (AOS) | 11/22/2018 | 11/22/2019 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | <input checked="" type="checkbox"/> Y <input type="checkbox"/> N | N/A | | | | E.L. EACH ACCIDENT \$ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| D | Workers Compensation | | | RWE943549701 (FL) | 11/22/2018 | 11/22/2019 | Employers Liability \$ 1,000,000 |
| | | | | | | | SIR: \$ 500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contract 3: Private Contractor Garbage and Collection Permit.

City of Hollywood is/are included as additional insured where required by written contract with respect to general liability and auto liability.

CERTIFICATE HOLDER

City of Hollywood, Department of
Public Works
1600 S. Park Roads
Hollywood, FL 33021

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Juan Hernandez

Juan Hernandez

© 1988-2016 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: CN105058554

LOC #: Lauderdale**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

| | | |
|--------------------------|-----------|---|
| AGENCY Marsh USA Inc. | | NAMED INSURED Waste Pro USA Inc. and its subsidiaries 2101 W SR 434 Suite #301 Longwood, FL 32779 |
| POLICY NUMBER | | |
| CARRIER | NAIC CODE | EFFECTIVE DATE: |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Contractors Pollution Legal Liability - Job Site
Carrier: Indian Harbor Insurance Company
Policy Number: PEC004900302
Dates: 01/01/2019 - 01/01/2020
Limit: \$2,000,000 Annual Aggregate
Self-Insured Retention: \$25,000

