

**CONTRACT FOR SOLID WASTE COLLECTION SERVICES BETWEEN  
THE CITY OF ARCHER AND WASTE PRO OF FLORIDA, INC.**

THIS CONTRACT FOR SOLID WASTE COLLECTION SERVICES (the "Contract"), made and entered into on the 10 day of June, 2019 (the "Effective Date"), by and between the City of Archer, Florida (the "CITY"), and WASTE PRO OF FLORIDA, INC. ("CONTRACTOR") (collectively, the "Parties").

WHEREAS, the CITY deems it necessary to protect the public health of its citizens by contracting with a private company for the collection and disposal of solid waste, recyclables and other materials by residents and businesses within the CITY and that such action is a valid exercise of powers of the CITY; and

WHEREAS, in connection therewith, the CITY prepared and issued that certain Request for Proposals for Residential and Commercial Solid Waste Services Collection and Disposal of Garbage, Trash, Rubbish, Yard Debris, and Recyclable Materials, dated August 3, 2018, No: 2018-01, and all addendums thereto (the "RFP"), which is attached hereto and incorporated herein as **Exhibit "A"**;

WHEREAS, in response to the RFP, CONTRACTOR submitted a proposal to the CITY (the "Proposal"), on September 19, 2018, and such Proposal has been accepted by the CITY; and

WHEREAS, the CITY and CONTRACTOR are desirous of entering into this Contract, under the terms of which, CONTRACTOR shall have an exclusive Contract for a specified period of time for the provision of the Services as hereinafter defined; and

WHEREAS, the CITY and CONTRACTOR have agreed to the conditions, terms, rates, provisions and considerations under which CONTRACTOR shall perform such Services as hereinafter defined, and for the compensation as hereinafter provided and the CITY has deemed it to be in the best interest of the CITY and the residents of the CITY to enter into this Contract upon such terms and conditions set forth herein in order to ensure high quality services by CONTRACTOR to the residents of the CITY.

NOW THEREFORE, in consideration for the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. DEFINITION OF TERMS.**

- 1.1 "Biohazardous Waste" means any Solid Waste that may cause disease or infection, including and includes, Hazardous Waste, diseased or dead animals, and any other waste capable of transmitting pathogens to humans and animals.
- 1.2 "Bulky Items" means large furniture and household items such as sofas, beds, mattresses, chairs, desk, etc.

- 1.3 “CITY” means the City of Archer, Florida, which shall include, the incorporated area of the CITY and the areas outside the corporate bounds of the CITY and receiving CITY service(s).
- 1.4 “Commercial Collection Service” means the collection and transportation of Recyclable Materials, Yard Debris, and Solid Waste from Commercial Customers by CONTRACTOR to a Solid Waste Management Facility.
- 1.5 “Commercial Property” means all improved property other than Residential property.
- 1.6 “Containers” means Containers made of plastic or metal material designed to hold Garbage, Rubbish, and other Solid Waste for collection by CONTRACTOR.
- 1.7 “Contract” means the Contract executed by the CITY and CONTRACTOR for the performance of the Services.
- 1.8 “Curbside/Roadside” means the designated physical location for the placement of Solid Waste intended for Residential and small Commercial Collection Services.
- 1.9 “Customer” means the owner and/or occupant of Residential or Commercial Properties.
- 1.10 “Garbage” means kitchen and table food waste and/or animal or vegetative waste that results from the storage, preparation, cooking or handling of food materials, and any bottles, cans, or other containers, excluding recyclable containers, utilized in normal household use.
- 1.11 “Hazardous Waste” means any Solid Waste that may cause death, serious or incapacitating illness, or may pose a substantial present or potential hazard to human or animal health or the environment when improperly transported, disposed of, stored, or treated. The term does not include human remains that are disposed of by persons licensed under Chapter 470, *Florida Statutes*.
- 1.12 “Infectious Waste” means any Solid Waste that may cause disease or harbor pathogenic organisms, including waste resulting from the operation of medical clinics, hospitals, and other facilities producing wastes including, but not limited to, diseased human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, contaminated clothing, and surgical gloves.
- 1.13 “Manager” means the City Manager of the CITY, or his/her designee.
- 1.14 “Recyclable Materials” means items made of glass jars and bottles, not including broken glass; aluminum, steel and bimetallic cans; scrap metal not exceeding three (3) feet in any dimension; plastic materials made from PET and HDPE; newspaper; and corrugated cardboard.



- 1.15 “Recycling” means any process by which Solid Waste is collected, separated, or processed and reused or returned to use in the form of raw materials or products.
- 1.16 “Refuse” means both Rubbish and Garbage or a combination thereof, including paper, glass, metal, and other discarded matter, excluding Recyclable Materials and Yard Debris.
- 1.17 “Residential Collection Service” means the collection and disposal of Recyclable Materials, Yard Debris, Solid Waste, White Goods, and Bulky Items from Residential Customers by CONTRACTOR to a Solid Waste Management Facility.
- 1.18 “Residential Property” means any improved property which is used as a single-family or multi-family dwelling unit(s) within the CITY. A Residential Property shall be deemed occupied when either water or domestic light and power service are being supplied thereto.
- 1.19 “Rubbish” means waste material other than Garbage, usually attendant to domestic households, housekeeping, and attendant to the operations of stores, offices, and other business places, which includes, but is not limited to, paper, magazines, packaging, containers, rags, excelsior, and other packing materials, bottles and cans, excluding Recyclable Materials.
- 1.20 “Services” means the work CONTRACTOR shall provide under this Contract which shall consist of the collection and disposal of Residential and Commercial Solid Waste, Recyclable Materials, Yard Debris, Bulky Items and White Goods within the CITY.
- 1.21 “Solid Waste” means any Garbage, Rubbish, Trash, Yard Debris, White Goods, Bulky Items, or other discarded material from Residential and Commercial Customers.
- 1.22 “Solid Waste Management Facility” means any Solid Waste disposal area, column reduction plat, transfer station, materials recovery facility, or other facility, the purpose of which is resource recovery or the disposal, recycling, processing, or storage of Solid Waste.
- 1.23 “Special Services” means any collection or disposal service provided which exceeds the Uniform Level of Service provided under Residential and Commercial service systems and for which a special charge is applied.
- 1.24 “Special Waste” means any Solid Waste that can require special handling and management, including, but not limited to, asbestos, whole tires, used tires, used oil, lead acid, batteries, and biological wastes.

- 1.25 “Trash” means paper, magazines, packaging, containers, sweepings, and all other accumulations of nature other Solid Waste, which are usual to housekeeping.
- 1.26 “Uniform Level of Service” means collection and disposal of any and all Garbage and Trash, whether Residential and Commercial, which conforms to the requirements of this Contract.
- 1.27 “White Goods” means and includes inoperative and discarded refrigerators, ranges, water heaters, freezers, small air conditioning units, and other similar large appliances.
- 1.28 “Yard Debris” means plant or vegetative matter resulting from landscaping maintenance or land clearing operations including accumulation of lawn, grass, shrubbery cuttings, or clippings, and dry leaf raking, palm fronds, small tree branches, bushes or shrubs, green leaf cuttings, or fruits, except large branches, trees or bulky or non-containerized material not susceptible to normal loading and collection in loader-package type sanitation equipment used for regular collections from domestic households.

## 2. **TERM OF THE CONTRACT.**

- 2.1 The term of this Contract shall be for a period of seven (7) years, beginning on July 1, 2019, and expiring on June 30, 2026 (the “Initial Term”).
- 2.2 The Initial Term of this Contract may be extended based upon successful negotiations between the CITY and CONTRACTOR for two (2) additional five (5) year terms. Negotiations for an extension of the Contract shall commence at least 365 days prior to expiration of the then-current term and shall be concluded 270 days prior to the expiration of the then-current term.

Should the CITY choose not to renew this Contract or should no renewal options remain, the CITY anticipates awarding a new agreement at least three (3) months prior to the expiration of this Contract or any subsequent renewals. In the event a new agreement has not been awarded within such time frame, CONTRACTOR agrees to provide service to the CITY for an additional three (3) month period beyond the expiration of the Contract at the then established service rates, provided the CITY requests said services in writing.

At the expiration of this Contract, CONTRACTOR agrees to work with the CITY and the newly selected contractor to ensure a smooth transition period with no interruption of service, including, but not limited to, attending coordination meetings with the CITY and newly selected contractor, coordination and cooperation in delivery and removal of residential containers, and providing service information, as requested.



The CITY reserves the right to withhold payment to CONTRACTOR for the final month of service until CONTRACTOR complies with all requirements of this section.

3. **EXCLUSIVE CONTRACT.** CONTRACTOR shall have the sole and exclusive franchise, license, and privilege to provide the Services for Residential and Commercial Customers within the CITY pursuant to the terms of this Contract.
4. **DESCRIPTION/SCOPE OF THE SERVICES.** The Services under this Contract shall consist of the following:
  - 4.1 CONTRACTOR shall provide Residential and Small Commercial Solid Waste, Recyclable Materials, Yard Debris, Bulky Items and White Goods collection and disposal services within the CITY.
  - 4.2 CONTRACTOR shall provide, at its expense, all labor, insurance, supervision, machinery and equipment, plant building, trucks, and any other tools, equipment, and items necessary to maintain the Uniform Level of Service set forth herein for new and existing Residential and Commercial Customers. CONTRACTOR shall make said collections with a minimum of noise and disturbance to Customers.
  - 4.3 CONTRACTOR shall conduct the Services in such a manner as to avoid damage to adjacent private or public property and shall immediately repair or pay for any damage incurred through its operations. CONTRACTOR must be aware of existing utilities, and immediately repair or have repaired, at no additional cost to the CITY, any breakage or damage caused by CONTRACTOR's operations.
  - 4.4 CONTRACTOR may refuse to collect any Solid Waste that has not been properly placed in a Container, as provided herein. During hauling, Solid Waste shall be contained, tied, or enclosed so that leaking, spilling, and blowing is prevented. In the event of any spillage caused by CONTRACTOR, CONTRACTOR shall promptly clean up all spillage.
  - 4.5 All Solid Waste collected for disposal by CONTRACTOR shall be hauled to a disposal site as designated by CONTRACTOR and in accordance with State and Federal regulations. The charge for disposal shall be included in CONTRACTOR's price. Disposal specifications can be found in Section 8 herein.
  - 4.6 CONTRACTOR will not be required to provide Services to vacant lots.
5. **SERVICES PROVIDED.**
  - 5.1 **Garbage, Trash, and Rubbish Collection Services.**

- 5.1.1 **Residential Customers.** CONTRACTOR shall collect Garbage, Trash, and Rubbish from each Residential Customer one (1) time per week (limited to one (1) solid waste toter per Residential Property).
  - 5.1.2 **Small Commercial Customers.** CONTRACTOR shall collect Garbage, Trash, and Rubbish from each Small Commercial Customer (i.e., those utilizing ninety-six (96) gallon toters) one (1) time per week.
  - 5.1.3 **Large Commercial Customers.** CONTRACTOR shall collect Garbage, Trash, and Rubbish from each Large Commercial Customer (i.e., those utilizing dumpsters) at the frequency requested by the Large Commercial Customer. Permissible frequencies vary from one (1) to two (2) times per week.
- 5.2 **Recyclable Materials.**
- 5.2.1 **Residential Customers.** CONTRACTOR shall collect Recyclable Materials from each Residential Customer one (1) time per week (limited to one (1) single stream sixty-five (65) gallon recycle toter per Residential Property).
  - 5.2.2 **Small Commercial Customers.** CONTRACTOR shall collect Recyclable Materials from each Small Commercial Customer (i.e., those utilizing sixty-five (65) gallon toters) one (1) time per week.
  - 5.2.3 **Large Commercial Customers.** CONTRACTOR shall collect cardboard Recyclable Materials from each Large Commercial Customer (i.e., those utilizing dumpsters) *that elects optional cardboard Recyclable Materials service* at the frequency requested by the Large Commercial Customer. Permissible frequencies vary from one (1) to two (2) times per week. Charges set forth in **Exhibit "B,"** attached hereto and incorporated herein, shall apply (*see* Section 13.1 below).

Collection of Recyclable Materials shall be conducted through a co-mingled system. As it becomes appropriate or beneficial, other items may be added to the list at the direction of the Manager.

CONTRACTOR shall maintain information and records adequate to determine recycling participation rates and weekly set out rates by weight and provide said information upon request. CONTRACTOR shall assist the CITY with education and advertising of the recycling program.

- 5.3 **Bulky Items and White Goods.** CONTRACTOR shall collect Bulky Items and White Goods from each Residential and Small Commercial Customers one (1) time per week.



CONTRACTOR may encourage Customers through the use of CONTRACTOR-produced educational literature to provide CONTRACTOR with two (2) days' notice prior to placement of Bulky Items and White Goods Curbside. Collection of Bulky Items and White Goods are included in Customer's monthly charge. For purposes of disposal, CONTRACTOR shall keep all Bulky Items and White Goods separate from other Solid Waste.

**5.4 Yard Debris.**

5.4.1 **Residential Customers.** CONTRACTOR shall collect Yard Debris from each Residential Customer one (1) time per week.

5.4.2 **Small Commercial Customers.** CONTRACTOR shall collect Yard Debris from each Small Commercial Customer one (1) time per week.

5.4.3 **Large Commercial Customers.** CONTRACTOR shall collect Yard Debris from each Large Commercial Customer *that elects optional yard debris service* one (1) time per week. Charges set forth in **Exhibit "B,"** shall apply (*see* Section 13.1 below).

5.4.4 Yard Debris shall be placed in reusable Containers, biodegradable bags, or non-containerized piles not exceeding four (4) feet high by four (4) feet wide by eight (8) feet long (128 cubic feet, or 950 gallons, or 30-30 gallon bags). Tree limbs must be less than four (4) feet in length, smaller than four (4) inches in diameter, and weigh less than forty (40) pounds for any piece or segment of such materials. Yard Debris that is not containerized shall be bundled or stacked so it is readily collectible by CONTRACTOR. CONTRACTOR is not required to collect Yard Debris that exceeds the specified size and/or volume requirements, is placed in plastic bags, or that is not containerized or bundled. CONTRACTOR shall identify all Yard Debris not collected with waterproof tags that clearly state the reason that the Yard Debris was not collected.

6. **CONTAINERS.** CONTRACTOR shall maintain Containers in good condition throughout the term of the Contract. CONTRACTOR shall replace all lost, stolen, or damaged Containers promptly upon notification. Containers shall be handled carefully by CONTRACTOR. Containers shall be thoroughly emptied and left at the proper point of collection. Container type and sizes that shall be utilized for each type of Customer shall be as specified in the RFP. *See Exhibit "A"*.

**7.1 PLACEMENT OF CONTAINERS AND OTHER SOLID WASTE FOR COLLECTION.**

7.1 **Residential and Small Commercial Customers.** The designated location for Residential and Small Collection Commercial Services shall be

Curbside/Roadside, as near as possible to the traveled streets or alley, and adjacent to public roadways. The intention of a “Curbside/Roadside” designation is to allow collection by CONTRACTOR’s personnel in rapid manner with minimal walking or reaching. Containers, Bulky Items, White Goods, and properly contained Yard Debris shall be placed by 7:00 a.m. on the designated collection day.

7.2 **Large Commercial Customers.** The designated location for Large Commercial Collection Services shall be location on the Customer’s property that is mutually agreeable to CONTRACTOR and the Large Commercial Customer. Commercial dumpsters are not permitted in, and must not be placed in, public right-of-way.

7.3 When properties are located in such a manner as to limit accessibility to CONTRACTOR’s crew or collection vehicle, an alternative location may be arranged with CONTRACTOR. In the event an appropriate location cannot be agreed upon, the Manager shall designate the location.

8. **DISPOSAL.** CONTRACTOR shall dispose of Solid Waste at a facility designated by CONTRACTOR and in accordance with State and Federal regulations. The charge for disposal shall be included in CONTRACTOR’s price. Disposal sites for each type of Solid Waste or Recyclable Materials shall be as follows:

8.1 Garbage, Trash, Rubbish, and Bulky Items shall be disposed of at Leveda Brown Transfer Facility in Alachua County, Florida.

8.2 Recyclable Materials shall be disposed of at a single stream recycling facility.

8.3 White Goods shall be properly disposed of, preferably with a firm that will recycle all Recyclable Materials.

8.4 Yard Debris shall be disposed of at the Waste Pro Archer Landfill, a facility designated for Yard Debris in accordance with State and Federal regulations.

Alternate disposal facilities may be permitted if approved by the CITY in writing.

9. **MUNICIPAL SERVICES.**

9.1 CONTRACTOR shall provide all Containers, equipment, and Services required for Solid Waste collection and disposal of all municipal locations designated by the CITY, with said services at no cost to the CITY. A listing of municipal locations and their respective Container requirement is enumerated in Appendix “A” to the RFP. *See Exhibit “A”*. The locations, Container requirements, and collection frequency is subject to change during the Contract term.

9.2 Annual City-Wide Cleanup: CITY anticipates that it will conduct a City-Wide Cleanup Day one (1) time each year on a day that is not regularly scheduled collection day which CONTRACTOR shall support with the following Services at no cost to the CITY:



- 9.2.1 The equipment, labor, and tipping fees for this Curbside collection of Solid Waste not normally collected. This excludes tires, paint, and any other items prohibited by the landfill;
- 9.2.2 At least two (2) twenty (20) yard roll-off Containers to be placed at specified locations one (1) time each year for Customers to drop off Garbage, Trash, and Refuse during these clean up days; and
- 9.2.3 All necessary twenty (20) yard roll-off Containers one (1) time each year for the Alachua County Tire Round Up.

10. **SPECIAL SERVICES.** In the event a Residential Customer is disabled due to age or infirmity (as affirmed by a medical affidavit), CONTRACTOR shall collect Solid Waste from the Residential Customer's side or back yard. The CITY shall establish and make available to CONTRACTOR a list of Customers requiring such Special Services. CONTRACTOR will make every effort to accommodate these Customers.

11. **OPERATION.**

11.1 **Hours of Operation.** Collection of Solid Waste or Recyclable Materials shall not begin before 7:00 a.m. or continue after 7:00 p.m. on the same day. Exceptions to collection hours shall be made only upon the mutual agreement of the CITY and CONTRACTOR.

11.2 **Routes of Collection.** Collection routes shall be established by CONTRACTOR. CONTRACTOR shall submit a map designating the collection routes to the CITY for its approval, and such approval shall not be unreasonably withheld. CONTRACTOR may propose to the CITY for approval changes in routes or days of collection, and such approval shall not be unreasonably withheld. Upon the CITY's approval of the proposed changes, CONTRACTOR shall give written published notice to the affected Customers at least seven (7) days prior to the effective date of the change.

11.3 **Holidays.** CONTRACTOR shall not perform Collection Services on the following holidays:

|  |                  |
|--|------------------|
| New Year's Day                             | Independence Day |
| Dr. Martin Luther King, Jr. Day (observed) | Thanksgiving Day |
| Memorial Day                               | Christmas Day    |

CONTRACTOR shall resume Collection Services on the day after each of the holidays identified and adjust its collection schedule accordingly for the remainder of the week. CONTRACTOR shall perform Services on all other holidays.

11.4 **Collection Equipment.** CONTRACTOR shall provide an adequate number of vehicles for regular Collection Services. CONTRACTOR must have available reserve equipment to ensure performance of its duties under the Contractual. All vehicles and other equipment shall be kept in good repair and appearance, in sanitary condition, and free from fluid leakage. Equipment is to be painted uniformly with CONTRACTOR's name, business telephone number, and vehicle number in letters clearly visible on each side.

11.5 **Complaints.** All Small Commercial Customer and Large Commercial Customer complaints shall be made directly to CONTRACTOR and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, CONTRACTOR shall investigate and, if such allegations are verified, shall arrange for the collection of the Solid Waste or Recyclable Materials not collected. Complaints received by noon will be resolved by the end of the business day those received after noon will be resolved by noon the following day. CONTRACTOR shall submit a monthly/quarterly complaint log to the CITY only to the extent that CONTRACTOR's online tracking system, TraceZ, is not available to the CITY at no cost to the CITY to access reports of such complaints.

All Residential Customer complaints shall be made directly to the CITY. If the CITY receives a complaint regarding CONTRACTOR's service under this Contract, the complaint shall be promptly forwarded to CONTRACTOR by telephone or electronic communication unless the CITY resolves the complaint expeditiously. If CONTRACTOR is forwarded a complaint, CONTRACTOR shall resolve such complaint as expeditiously as possible and shall take whatever steps are necessary to remedy the cause of a complaint within twenty-four (24) hours after receiving a complaint from the CITY.

11.6 **Service Referrals.** The CITY will be responsible for referring to CONTRACTOR any service requests by the Customers and/or complaints of which the CITY becomes aware that are not reported directly to CONTRACTOR.

11.7 **Office:** CONTRACTOR shall maintain an office or such other facilities through which it can be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. on regular collection days.

11.8 **Permits.** CONTRACTOR shall obtain all applicable permits, licenses and other approvals necessary to perform the Services.

## 12. **BILLING AND FRANCHISE FEES.**

### 12.1 **Initiation of Accounts and Billing.**

12.1.1 The CITY is responsible for billing and collecting the monthly charges for the Services rendered by CONTRACTOR from all Residential Customers. For those Customers, the CITY will collect the appropriate amount for CONTRACTOR's Services and transmit payment to



CONTRACTOR, less the CITY's franchise fee of ten percent (10%), on a monthly basis within thirty (30) days of the close of the billing period.

12.1.2 CONTRACTOR is responsible for billing and collecting the monthly charges for the services rendered by CONTRACTOR from all Commercial Customers. CONTRACTOR shall furnish a statement of its revenues from Commercial Customers billed directly by CONTRACTOR within the CITY on a monthly basis with its franchise fee payment. The statement shall be in such reasonable form and detail as the CITY's auditor may, from time to time, prescribe sufficient to show the source and method of computation of said revenue.

12.2 **Franchise Fees.** CONTRACTOR shall pay a franchise fee to the CITY for any revenue generated totaling ten percent (10%) of CONTRACTOR's collected monthly gross revenues generated within the CITY by the fifteenth (15<sup>th</sup>) day of each month. Gross revenues shall include all revenues received from Customers within the CITY for Residential and Commercial Services.

### 13. **BASIS AND METHOD OF PAYMENT.**

13.1 **Rates and Payment.** Beginning on the Effective Date, for and in consideration of the Services to be performed in accordance with this Contract, the CITY will pay CONTRACTOR the Charges for Service set forth in **Exhibit "B"**, minus applicable franchise fees.

#### 13.2 **Modification to Rates.**

13.2.1 The rates which shall be charged by CONTRACTOR to the CITY will be increased annually as warranted by the Consumer Price Index ("CPI"). The CPI shall mean the index numbers of retail commodity prices designated "CONSUMER PRICE INDEX, ALL URBAN CONSUMERS, U.S. CITY AVERAGE, ALL ITEMS" (1982-1984=100), not seasonally adjusted, prepared by the Bureau of Labor Statistics of the U.S. Department of Labor effective in October of year based on the CPI reported for the twelve (12) month period ending the preceding June.

13.2.2 **Unusual Charges or Costs.** CONTRACTOR may petition the CITY for rate adjustments for unusual charges in its cost of doing business, such as a change in laws, ordinances, regulations, or the location of disposal sites, or any other such reasons outside the reasonable control of CONTRACTOR. Such a request may be made at any time such change occurs and shall not be unreasonably refused by the CITY. Any such request shall be supported by full documentation establishing the increase in operating costs and the reasons therefor.



14. **INSURANCE.** CONTRACTOR shall, at all times during the Contract, maintain, in full force and effect, Employer's Liability, Workers' Compensation, Public Liability and Property Damage Insurance in at least the limits specified in the RFP. *See Exhibit "A"*. CONTRACTOR agrees to furnish the CITY certificates of insurance or other evidence satisfactory to the CITY to effect that such insurance has been procured and is in force upon request. CONTRACTOR shall cause the CITY to be named as an additional insured on the Commercial General Liability Policy, and the Automobile Policy. Prior to commencement of CONTRACTOR's Services. CONTRACTOR shall provide the CITY with certificates of insurance evidencing same. Coverage shall be written on a primary and non-contributory basis.
  
15. **PERFORMANCE BOND.** CONTRACTOR shall furnish, and maintain on file with the Director of Finance and Administration, an annual performance bond for the service area in a form approved by the City Attorney and payable to the CITY guaranteeing the faithful performance of the obligations pursuant to this Contract. Said performance bond will be in the full amount of the executed Contract and adjusted yearly on the anniversary date of this Contract, to remain in force for the duration of the Contract. CONTRACTOR shall pay the premium for the performance bond which shall be written with a surety company licensed to do business in the State of Florida with Best Financial Rating for the most current calendar year available. The bond shall be automatically renewed annually unless the surety thereon gives the Manager written notice of non-renewal not less than 120 days prior to the expiration of the date of the bond.
  - 15.1 **Power of Attorney.** Attorneys-in-fact who sign performance bonds must file with each bond a certified and effectively dated copy of their power of attorney.
  
16. **STORM AND OTHER DISASTERS.**
  - 16.1 In the event that excessive amounts of Solid Waste accumulate by reason of any storm, freeze, natural disaster, tropical storm, tornado, or hurricane, severe disturbance, riot, or other calamity, CONTRACTOR shall, within seventy-two (72) hours of notification from the CITY of approaching hurricane, tornado, major storm, or other such event, make reasonable efforts to remove any Solid Waste placed Curbside and to empty all Containers located in Residential areas.
  
  - 16.2 In the event of a hurricane, tornado, major storm, natural disaster, or other such event, the CITY may grant CONTRACTOR a variance from regular routes and schedules. However, CONTRACTOR shall make its best effort to resume regular collection service as soon as possible. Within seventy-two (72) hours after such severe weather or disaster event, CONTRACTOR shall advise the CITY when it is anticipated that normal routes and schedules can be resumed;
  
  - 16.3 CONTRACTOR shall give the CITY first priority and dedicate those vehicles used in routine collection service for the CITY to collect in the CITY during severe weather or disaster event.



- 16.4 The Services under this Contract do not include the collection and disposal of any increased volume resulting from a flood, hurricane or other Act of God or any other event over which CONTRACTOR has no control. In addition, the CITY and CONTRACTOR shall negotiate the amounts to be paid to CONTRACTOR for services to be performed as a result of increased volumes resulting from such Act or event. Nothing herein shall require the CITY to utilize the services of CONTRACTOR to collect disaster debris, or to prevent the CITY from contracting with other parties to perform all or a portion of such Services.
17. **SPECIAL WASTE, INFECTIOUS WASTE, HAZARDOUS WASTE, BIOHAZARDOUS WASTE, BIOLOGICAL WASTE, AND SLUDGE.** CONTRACTOR is not required to collect and dispose of Special Waste, Infectious Waste, Hazardous Waste, Biohazardous Waste, Biological Waste, or Sludge, but may offer such services by mutual agreement between CONTRACTOR and Customer(s) with CONTRACTOR assuming responsibility for billing and collection of fees. All collections and disposals of these types of waste, when performed by CONTRACTOR, shall be in strict compliance with all Federal, State, and Local laws and regulations.
18. **PUBLIC EDUCATION AND OUTREACH.** CONTRACTOR shall provide, at no charge to the CITY, the following:
- 18.1 Information regarding collection procedures, days, and routes, service rates, regulations, and complaint procedures to all Residential and Commercial Customers one (1) time per year;
- 18.2 A special flyer for distribution with each recycling Container to be delivered to the participating Customers;
- 18.3 As requested by the CITY, attend and participate in public meetings regarding the recycling program, including but not limited to homeowners' associations and civic organizations; and
- 18.4 Provide Containers for two (2) public outreach events sponsored by the CITY.
19. **LIASONS FOR THE PARTIES.** Any notice, demand, request required or permitted herein, or communication including any technical questions regarding this Contract shall be in writing and delivered in person or sent by a nationally recognized overnight delivery service or certified mail as follows:
- As to the CITY: Charles A. Hammond  
City Manager, City of Archer  
16870 Southwest 134<sup>th</sup> Avenue  
Archer, Florida 32618
- As to CONTRACTOR: John Jennings  
Chief Executive Officer, Waste Pro of Florida, Inc.  
2101 West State Road 434, Third Floor

19.1 **Notices.** A letter addressed and sent by United States mail to either Party at its business address as indicated above shall be sufficient notice whenever required for any purpose under this Contract. Notices shall be effective upon delivery or refusal of delivery at the address as specified above. Changes in the respective addresses to which such notice is to be directed, may be made by written notice.

20. **DEFAULT OF THE CONTRACT; REMEDIES.**

20.1 **Events of Default by CONTRACTOR.** It shall be the duty of the Manager to observe closely the Services under this Contract, and determine if, in the opinion of the Manager, there has been a breach of the Contract. The following shall constitute events of default on the part of CONTRACTOR, except to the extent caused by the occurrence of an event of Force Majeure or the acts of, or failure to act by, the CITY, its officers, employees, agents or representatives:

20.1.1 Failure by CONTRACTOR to perform any of its material obligations under this Contract, and continuance of such failure after: (i) written notice thereof has been provided by the CITY specifying such failure and requesting that such condition be remedied, and (ii) CONTRACTOR's failure to cure the default or immediately initiate and diligently pursue reasonable action and cure such nonperformance within fifteen (15) days after receiving notice from the CITY, provided, if such failure is of a nature that it cannot be cured within such fifteen (15) day period, CONTRACTOR shall not be in default if CONTRACTOR commences the curing of such failure within such fifteen (15) day period, and diligently pursues the curing thereof; or

20.1.2 CONTRACTOR becomes insolvent or bankrupt and cannot to pay its bills when they become due, files a petition in bankruptcy or has such a petition filed against it (and fails to lift any stay imposed thereby within ninety (90) days after such stay becomes effective), has a receiver appointed with respect to all or substantially all of its assets; makes an assignment for the benefit of creditors; or ceases to do business in the ordinary course.

20.2 **Events of Default by the CITY.** The following shall constitute events of default on the part of the CITY, except to the extent excused by the occurrence of an event of Force Majeure or the act of, or failure to act by, CONTRACTOR:

20.2.1 Failure by the CITY to timely perform any of its material obligations under this Contract, and the continuance of such failure after: (i) written notice thereof has been provided by CONTRACTOR specifying such failure and requesting that such condition be remedied, and (ii) CITY's



failure to cure the default or immediately initiate and diligently pursue reasonable action and cure such nonperformance within fifteen (15) days after receiving notice from CONTRACTOR, provided, if such failure is of a nature that it cannot be cured within such fifteen (15) day period, the CITY shall not be in default if the CITY commences the curing of such failure within such fifteen (15) day period, and diligently pursues the curing thereof; or

20.2.2 The CITY becomes insolvent or bankrupt and cannot to pay its debts when they become due, files a petition in bankruptcy or has such a petition filed against it (and fails to lift any stay imposed thereby within ninety (90) days after such stay becomes effective), has a receiver appointed with respect to all or substantially all of its assets; makes an assignment for the benefit of creditors; or ceases to do business in the ordinary course.

### 20.3 Remedies Upon an Event of Default.

20.3.1 If either Party is in default pursuant to this Section 20, then, at the option of the non-defaulting Party, this Contract may be immediately terminated or suspended upon written notice to the defaulting party as provided in Section 19, or this Contract may be continued in force and the non-defaulting Party shall have the right to take whatever action at law or in equity deemed necessary or desirable to collect any amounts then due or thereafter to become due under this Contract, or to enforce performance of any covenant or obligation of the defaulting Party under this Contract.

20.3.2 The rights and remedies under this paragraph shall be in addition to those otherwise allowed by law or in equity. Any and all rights and remedies which either Party may have under this Contract, at law or in equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time insofar as permitted by law.

20.3.3 The failure of either Party at any time to require performance by the other Party of any provisions hereof shall in no way affect the right of such Party thereafter to enforce the same. Nor shall waiver by either Party of any breach of any provisions hereof be taken or held to be waived of any succeeding breach of such provisions or as a waiver of any provision itself.

20.4 **Force Majeure.** Except in the case of nonpayment by the CITY, in the event either Party is rendered unable, in whole or in part, to perform its obligations herein due to an event of Force Majeure, it shall notify the other Party of such event and the obligations of such Party may be suspended during the continuation of any inability



so caused by such event of Force Majeure. Except in the case of nonpayment by the CITY, neither Party shall be liable in any manner, and neither Party shall be considered in default hereunder, for any failure to perform its respective obligations under this Contract if such failure to perform is due to an event of Force Majeure.

21. **PUBLIC RECORDS.** Pursuant to Section 119.0701, *Florida Statutes*, during the term of this Contract, CONTRACTOR shall comply with the Florida Public Records Law, to the extent such law is applicable to CONTRACTOR.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-495-2880 OR DALLTOP@CITYOFARCHER.COM OR 16870 SW 134<sup>TH</sup> AVENUE, ARCHER, FLORIDA 32618.

22. **MISCELLANEOUS PROVISIONS.**

- 22.1 **Venue.** This Contract shall be governed by and interpreted under the laws of the State of Florida, and all suits shall be brought in the Circuit Court of Alachua County, Florida.
- 22.2 **Attorneys' Fees.** In the event that either Party is required to take any legal action to enforce the terms and conditions of this Contract because of the breach of or failure to perform any term or condition by the other Party, the non-prevailing Party shall pay all costs expended by the prevailing Party, including reasonable attorneys' fees.
- 22.3 **Entire/Binding Contract.** This instrument contains the entire Contract between the Parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modifications concerning this Contract shall be of no force or effect. This Contract may not be amended or modified except by a subsequent modification in writing signed by the Parties hereto. This Contract shall inure to the benefit of, and shall be binding upon the CITY and CONTRACTOR, and their respective successors and assigns, subject, however, to the limitations contained in this Contract.
- 22.4 **Indemnity.** CONTRACTOR shall defend, indemnify, and hold harmless the CITY, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, or damages arising out of or resulting from this Contract or from work done by CONTRACTOR in performance of this Contract. However, nothing herein shall require CONTRACTOR to indemnify, defend, or hold the CITY harmless from any such damages that result from, are due to or arise in connection with the acts of, or any failure to act by, the CITY.
- 22.5 **Compliance with Laws.** CONTRACTOR shall conduct operations under this Contract in compliance with all applicable local, state and federal laws, rules, regulations, ordinances and statutes. In the event that the collection or disposal of any



Solid Waste hereunder shall become restricted or prohibited by any such applicable law, ordinance, statute, rule or regulation, such type of Solid Waste shall be eliminated from the requirements and provisions of this Contract.

- 22.6 **Assignability of Contract.** Other than by operation of law, no assignment of this Contract or any right accruing under this Contract shall be made, in whole or in part, by CONTRACTOR without the written consent of the CITY, and such consent shall not be unreasonably withheld. In the event of an assignment, the assignee shall assume the liability of CONTRACTOR.
- 22.7 **Communications.** The Parties agree that representatives from each Party shall meet as needed, or at the CITY's request, in order to discuss operations and issues with service and this Contract.
- 22.8 **Public Entity Crimes.** By execution of this Contract, CONTRACTOR warrants and assures the CITY that none of its officers, directors, executives, partners, shareholders, employees, members, or any of its agents who are active in management has been convicted of a public entity crime, in accordance with Section 287.133, *Florida Statutes*.
- 22.9 **Nondiscrimination.** CONTRACTOR shall not discriminate against any person because of race, sex, age, reed, color, religion, national origin or handicap.
- 22.10 **Sovereign Immunity.** Nothing in this Contract shall be interpreted that the CITY waives its sovereign immunity granted under Section 768.28, *Florida Statutes*.
- 22.11 **Illegal Provisions.** If any provisions of this Contract should be declared illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.
- 22.12 **Exhibits.** All exhibits attached to this Contract are incorporated into and made a part of this Contract by reference.

IN WITNESS WHEREOF, we, the Contracting Parties, by our duly authorized agents,

hereto affix our signatures and seals at, as of the 10<sup>th</sup> day of June, 2019.

**CITY OF ARCHER**

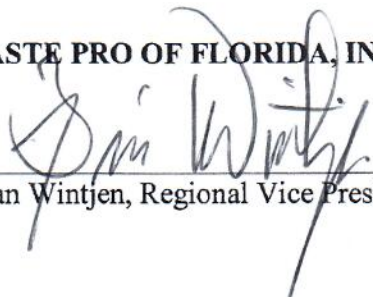


Iris Bailey, Mayor



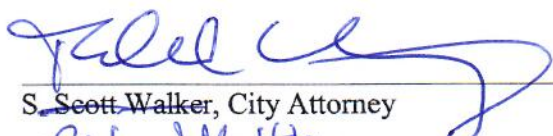
Charles Hammond, City Manager

**WASTE PRO OF FLORIDA, INC.**



\_\_\_\_\_  
Brian Wintjen, Regional Vice President

**Approved as to Form:**

  
\_\_\_\_\_  
S. Scott Walker, City Attorney

Richard Maltby