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WASTE PRO OF FLORIDA, INC.
CONTRACT

CITY OF ALACHUA, FLORIDA

**RESIDENTIAL COLLECTION AND
DISPOSAL OF REFUSE,
YARD TRASH AND RECYCLABLE
MATERIALS**

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CONTRACT

THIS AGREEMENT, made and entered into this 30th day of December, 2008, by and between the City of Alachua, Florida, hereinafter referred to as "the City" and Waste Pro of Florida, Inc., hereinafter referred to as "the Contractor".

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

SECTION 1 - DEFINITIONS

For the purpose of this article the following terms, phrases, words and their derivation shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include singular number, and words in the singular number include the plural number. The "shall" is always mandatory and not merely directory.

- A. BULKY WASTES shall mean large discarded items generated from residences within the City, such as pallets, furniture, refrigerators, stoves, ranges, water heaters, freezers, small air conditioning units, washing machines, and other household appliances.
- B. CITY shall mean the City of Alachua, Florida, a municipal corporation, acting through the City Commission or City Manager, or official designated by the City Manager as the case may be.
- C. CITY MANAGER shall mean the City Manager or his designee and CITY'S PUBLIC SERVICES DIRECTOR shall mean City's Public Services Director or his designee or other City official with similar title and duties as determined by the City Manager.
- D. COMMERCIAL COLLECTION refers to collection, transportation, and disposal of refuse and the collection, transportation, and recovery of recyclable materials by a Contractor from participating commercial units in the service area. This contract does not include commercial collection as that will be accomplished on an open market basis per existing City, County and State ordinances.
- E. COMMERCIAL UNIT shall mean all units other than those described in Y(1), Y(2), and City-owned property and buildings.
- F. CONSTRUCTION AND DEMOLITION DEBRIS means discarded materials generally considered to be not water-soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and including rocks, soil, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a

construction project, including such debris from construction of structures at a site remote from the construction or demolition project site. Mixing of construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris. The term also includes:

1. Clean cardboard, paper, plastic, wood, and metal scraps from a construction project.
 2. Unpainted, non-treated wood scraps from facilities manufacturing materials used for construction of structures or their components and unpainted, non-treated wood pallets provided the wood scraps and pallets are separated from other solid waste where generated and the generator of such wood scraps or pallets implements reasonable practices of the generating industry to minimize the co-mingling of wood scraps or pallets with other solid waste.
 3. De minimis amounts of other non-hazardous wastes that are generated at construction or destruction projects, provided such amounts are consistent with best management practices of the industry.
- G. CONTRACTOR shall mean the individual, firm or corporation who or which agrees to perform the work or services as set forth in the contract bid and contract agreement.
- H. DESIGNATED RECOVERY FACILITY shall mean the recycling/ processing center(s) specifically agreed upon by the Contractor and City for the recovery of recyclable materials.
- I. EXCLUDED WASTE shall mean any and all debris and waste products generated by land clearing, building construction or alteration and hauled away by the respective Contractor (except do-it-yourself projects); multi-family dwelling units that utilize mechanically emptied containers; public works type construction projects whether performed by a governmental unit or by contract; waste produced by governmental agencies other than the City of Alachua; materials deemed by the City's Public Services Director to be hazardous waste and items not allowed at the County landfill or other approved landfill. The Contractor is not required to pick-up material left at residences by tree surgeons and/or landscape contractors.
- J. FUEL COST PER GALLON shall be the most recent listing of "On-Highway Retail Diesel Prices," Lower Atlantic Region, US Department of Energy, Information Administration, as published on the Internet at http://tonto.eia.doe.gov/oog/info/wohdp/diesel_detail_report.asp.
- K. GARBAGE shall include and mean all accumulations of animal, fruit or vegetable matter that attends the preparation, use, cooking and dealing in, or storage of meats, fish, fowl, fruit, vegetables, and any other matter of any nature whatsoever which is subject to decay, putrefaction and the generation of noxious and offensive gasses or odors, or which, during and after decay, may serve as breeding or feeding material for flies and/or other germ carrying insects; bottles, cans, or other food containers which due to their ability to retain water, may serve as a breeding place for mosquitoes or other water breeding insects; and does not include recyclables.

- L. HOUSEHOLD TRASH shall mean any and all accumulations of waste material from the operation of a home, which is not included within the definition of garbage. Household trash shall include all bulky wastes, yard toys, and building material waste from residential type do-it-yourself projects, but does not include vegetative matter.
- M. MULTI-FAMILY DWELLING UNITS shall mean any building containing more than four permanent living units, utilizing hand container collection.
- N. PERFORMANCE BOND shall mean the form of security approved by the City and furnished by the Contractor, as a guarantee that the Contractor will execute the work in accordance with the terms of the contract and will pay all lawful claims.
- O. RECOVERED MATERIALS means metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the solid waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered materials as described above are not refuse.
- P. RECYCLABLE MATERIALS shall mean newspaper, corrugated cardboard, aluminum and metal beverage and food cans, all colors of glass bottles/jars, and plastic bottles coded 1 or 2 at the bottom, which previously held liquid (no automotive, food, or toxic chemical bottles), and such other materials as mutually agreed upon in writing by the Contractor and the Contract Administrator during the term of this Agreement.
- Q. RECYCLING SERVICE AREA shall mean the entire area within the City limits and as amended from time to time as a result of annexations to the City.
- R. REFUSE shall include and mean all garbage, dead animals, vegetative garden and yard trash, bulky wastes and household trash.
- S. RESIDENTIAL COLLECTION refers to collection, transportation, and disposal of refuse and the collection, transportation, and recovery of recyclable materials by the Contractor from participating residential units in the service area.
- T. RESIDENTIAL RECYCLING CONTAINERS shall mean the receptacles provided by the Contractor, distributed by or on behalf of the City for the intended use as a receptacle of recyclable materials.
- U. SERVICE AREA shall mean the corporate limits of the City of Alachua, as amended from time to time as a result of annexations to the City.
- V. SOURCE SEPARATED means the recovered materials are separated from solid waste where the recovered materials and solid waste are generated. The term does not require that various types of recovered materials be separated from each other and recognizes de minimis solid waste, in accordance with industry standards and practices, may be included in the recovered materials.

- W. SURETY shall mean the party who is bound with and for the Contractor to insure the payment of all lawful debts pertaining to and for the acceptable performance of the contract.
- X. TRASH unless specifically provided to the contrary, the term trash shall include and mean household trash, garden and yard trash as defined below.
- Y. UNIT – (Residential and Multi-Family Residential)
1. RESIDENTIAL UNIT shall mean one single family dwelling or one living unit or a multi-family dwelling and mobile home park utilizing hand container collection.
 2. MULTI-FAMILY RESIDENTIAL UNIT shall mean multiple family dwelling buildings utilizing hand container collection.
- Z. VEGETATIVE GARDEN AND YARD TRASH shall mean any and all accumulations of grass, palm fronds, leaves, branches, shrubs, vines, trees, tree stumps, and other similar items generated by the maintenance of lawns, shrubs, gardens, and trees.

SECTION 2 - SCOPE OF WORK

It is the intent of this contract to provide for the total collection of all residential refuse in the City of Alachua, Florida, with the exception of exclusions which are specifically listed herein.

- A. RESIDENTIAL UNITS (Single, Duplex, Multi-Family Dwelling Units Utilizing Hand Container Collection)
1. GARBAGE AND HOUSEHOLD TRASH
 - a. WHEN: Beginning on January 1, 2009 through December 31, 2012, the Contractor shall collect garbage and trash from places of residence one time per week. Residents north of US 441 shall have collection on Friday. Residents south of US 441 shall have collection on Tuesday. Residential collection shall occur between the hours of 7:00am and 6:00pm inclusive. Notwithstanding, the foregoing, the City Commission may direct the City Manager prior to the conclusion of the second year (December 31, 2010) of this Agreement to implement a change from the Current System to either the Volume based Cart System or Uniform sized Cart System upon appropriate notification to customers. Rates for this service shall be negotiated by both parties.
 - b. QUANTITY: The Contractor shall be required to pick up all household garbage and trash placed in a receptacle generated by a residential unit.

- c. WHERE: Complete garbage and household trash collection service is hereby provided for in this contract. Collections of garbage shall be made from the curbside or in-ground receptacle of the residential unit with the exception of handicapped residences, where special arrangements will be made for backdoor or side-yard pickup. Household trash and bulk items, such as household furniture and appliances, shall be placed at the curbside.
- d. HOW: The Contractor shall make collections with a minimum of noise and disturbance to the residents. Garbage receptacles shall be handled carefully by the Contractor, shall not be bent or otherwise abused, and shall be thoroughly emptied and left in an inverted position curbside or returned to the in-ground receptacle. In the event of damage by the Contractor to garbage receptacles, the Contractor shall be responsible for the timely repair or replacement of said receptacle. Refuse may be transferred from the residents' containers into tubs, cans, hampers, or other containers used by the Contractor in carrying refuse to collection trucks. This work shall be done in a sanitary manner. Any garbage or trash spilled by the collector shall be picked up immediately by the Contractor's employees.
- e. Monitoring of service will be performed by the City's Public Services Director.

2. VEGETATIVE GARDEN AND YARD TRASH

- a. WHEN: The Contractor shall collect garden and yard trash from places of residence one time per week on Wednesday.
- b. QUANTITY: The Contractor shall be required to pick up all vegetative garden and yard trash generated by a residential unit. The Contractor shall inform the owners of residential units that items such as tree limbs, tree trunks, palm fronds, etc., shall be cut in lengths of no greater than five (5) feet, if the item's diameter is less than six (6) inches. No single item shall exceed forty (40) pounds. Garden and Yard Trash shall be limited to 4 cubic yards per collection. This does not include land clearing operations or preparation for construction or removal of trees or tree trimming by a landscaping Contractor or tree surgeon. For items exceeding 40 pounds or diameters greater than six (6) inches, a special pick up shall be required and a reasonable service charge may be levied by the Contractor. The City's Public Services Director shall referee in the event of a dispute regarding the special pick up charge.
- c. WHERE: Vegetative garden and yard trash shall be collected from the front of the premises near the street (curbside). On streets where no parkways or lawn areas near the street are available for placement of trash, the owner or occupant shall place trash adjacent to the driveway, but not further than ten (10) feet from the street or in the street.
- d. HOW: The Contractor shall make collections with a minimum amount of noise and disturbance to the household. Reusable containers shall be handled carefully and shall be thoroughly emptied and left in an inverted position where they were found. Boxes and bags of garden and yard trash shall be collected and any spillage

picked up immediately by the Contractor. Loose piles of garden and yard trash shall be collected with pitch forks or other tools as needed, except for grass clippings, leaves, pine needles, etc. which must be containerized.

3. BULK WASTES: Bulk items such as household furniture and appliances may be removed by the Contractor two times per month on the first and third Mondays or at times prescribed by the City and the Contractor.
4. RECYCLABLE MATERIAL COLLECTION
 - a. RECYCLABLE MATERIALS COLLECTION AND DISPOSAL: The services to be performed under this Agreement by the Contractor consists of curbside residential and multifamily residential collection of all recyclable materials, and collection of all recyclable materials from City-owned locations in the recycling service area, transportation, and recovery of said recyclable materials to a designated recovery facility, or, if no market is available, to the nearest landfill. The Contractor shall perform such services as are required to provide a complete recyclable materials program.
 - b. PROPOSED SCHEDULE OF COLLECTION OF RECYCLABLES AND DESCRIPTION OF THE WORK: The Contractor shall collect all recyclable material set out for the purpose of recycling from all residential units. The collection of curbside residential recyclables shall be conducted using the single container, furnished by the Contractor, in a commingled state and source system separated at the truck for single family.
 - c. FREQUENCY OF COLLECTION: The Contractor shall collect recyclable material within the service area one time per week. Residents north of US 441 shall have collection on Friday. Residents south of US 441 shall have collection on Tuesday.
 - d. HOURS OF COLLECTION: Collection shall begin no earlier than seven o'clock (7:00) a.m. and shall cease no later than six o'clock (6:00) p.m.; provided however, that in the event of an emergency or unforeseen circumstances, collection may be permitted at a time not allowed by this paragraph following approval by the City's Public Services Director or designee.
 - e. POINT OF PICKUP OF RECYCLABLE MATERIALS: Residential collection of residential recyclable materials shall be at curbside. Recycling bins shall be left in the location where they are found, behind the curb or within five (5) feet of the edge of pavement. Multi-family recyclable materials shall be picked up at a location adjacent to the regular refuse, or other such locations as will provide ready accessibility to the Contractor's collection crew and vehicle. In the event an appropriate location cannot be agreed upon, the City's Public Services Director shall designate the location. Handicapped residents will be accommodated at no additional fee.
 - f. RECEPTACLES: The Contractor shall pickup all recyclable materials which have been properly prepared for collection and placed in recycling containers

or paper or plastic bags and set at the appropriate location. Contractor shall provide and maintain appropriately sized receptacles or containers at City owned locations for collection of recyclables. The receptacles may include dumpsters, totes and/or bins.

Each residence within the service area currently has one (1) container for recyclable materials to be collected. The Contractor will maintain an adequate supply of residential recycling containers.

Multi-family residential complexes utilizing mechanically emptied containers will utilize large totes (up to 90 gallon) for collection of each type of recyclable material. The totes are to be supplied by the Contractor at his expense.

g. METHOD OF COLLECTION OF RECYCLABLE MATERIALS: The Contractor shall make collections with a minimum of noise and disturbance to the householder. Any garbage or trash spilled by the Contractor shall be picked up immediately by the Contractor. Garbage receptacles shall be handled carefully by the Contractor, shall not be bent or otherwise abused, and shall be thoroughly emptied and then left at the proper point of collection. In the event of damage by the Contractor to garbage receptacles, the Contractor shall be responsible for the timely repair or replacement of said receptacle.

h. SCHEDULES AND ROUTES: Recyclable materials collection shall be made once per week. The contract administrator or designee is authorized to modify, extend or suspend schedules in the event of natural disaster, health hazard or any other state of emergency requiring such action.

Should the County close the landfill in honor of holidays, the Contractor shall not be required to collect on that day. The Contractor then would collect on the following day, excluding Sundays. Customers under this contract shall receive reasonable notification of the schedules provided by the Contractor prior to commencement of service.

i. MONITORING RECORDS: The Contractor shall be responsible for maintaining information and records adequate to determine participation rates and weekly set-out rates, by percentage, for each material, volume of solid waste diverted from landfill, weight by material of items recycled, neighborhoods above or below average participation and other information required by the City, County or State of Florida necessary to meet the requirements of the Solid Waste Management Act or to obtain grant funds from the Solid Waste Management Trust Fund. The first year the Contractor shall furnish quarterly reports to the City containing the required information and annual reports each year thereafter. Reports shall be on forms and in a format approved by the city.

j. MARKETING OF RECYCLABLE MATERIALS: The Contractor and the City shall cooperate to develop markets for recyclable materials. To the extent possible, based on availability, capacity and market prices, the

Contractor may market the recyclable materials through the Alachua County Recycling Center or through local business operations in surrounding counties. At a minimum, the Contractor will provide for taking, marketing or storing of recyclables at the nearest landfill.

- k. REVENUES GENERATED FROM RECYCLING: The Contractor shall account for all revenues generated through recycling and report all such revenues to the City on a quarterly basis. The revenue amounts are to be verified by accompanying accounting from the Buyer of the recyclable materials. The Contractor and the City shall share equally all net revenues from the sale of recyclable materials.
 - l. CHARGES FOR DISPOSAL OF RECYCLABLE MATERIAL: In the event that recyclable materials are not saleable and must be disposed of at a disposal facility, the Contractor will not charge the City for the number of tons of material so disposed. Any tipping or processing fee charged by the processor shall be the responsibility of the Contractor.
 - m. PROMOTION - PUBLIC RELATIONS AND EDUCATION: The Contractor will be responsible for the promotion of the recycling programs. The City and the Contractor will cooperate in the design of promotional events, educational programs, and the preparation of promotional materials, such as door hangers and/or flyers for public distribution. The Contractor will distribute written information to the residential participants on a periodic basis not less than two (2) times annually. The Contractor further agrees to conduct presentations for civic groups, homeowner associations and other appropriate citizen groups as deemed appropriate.
 - n. COLLECTION VEHICLES: The Contractor shall have on hand at all times and in good working order such equipment that shall permit the Contractor to adequately and efficiently perform its contractual duties. Equipment shall be obtained from nationally known and recognized manufacturers of recycling equipment and shall be kept in good repair, appearance, and in sanitary and clean condition at all times. Collection vehicles shall be designed for recyclables and have separate compartments into which the different recyclable materials may be placed. Prior to purchasing equipment, it shall be the responsibility of the Contractor to determine the available space, turning radius, ceiling heights, etc. of the likely buyers or processors of the recyclable materials. Replacement and additional vehicles shall be comparable equipment unless otherwise agreed by the City. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties. See Section 9, Paragraph A.
5. PARKS, PICNIC AREAS, PROPERTY OWNED, LEASED, RENTED AND CONTROLLED BY THE CITY OF ALACHUA AND CITYWIDE CLEAN-UPS
The Contractor shall empty all refuse containers used by the general public in any

of the areas or places named in the above caption. The schedule shall be provided by the City's Public Services Director and may be amended during the term of the contract upon the direction of the City's Public Services Director. Refuse containers shall be placed curbside. The City shall have the right to use regular commercial type trash containers or cans with covers provided by the Contractor. Servicing of these facilities shall be performed at no cost to the City. The Contractor shall participate in two (2) citywide clean-ups per year on days to be determined by the City and the Contractor. The Contractor shall provide the equipment, labor, and tipping fees for curbside collection of junk and bulk items, as well as two (2) 20-yard roll-off containers to be placed at specific locations for those residents who elect to drop off refuse during the clean-ups. These citywide clean-ups shall exclude tires, paint, and other items prohibited at the landfill. The Contractor will participate in the Alachua County Tire Round-up twice per year and provide roll-offs for these events.

6. MISCELLANEOUS:

a. DEAD FOWL/ANIMAL: The Contractor shall pick up dead fowl, reptiles, animals, fish (no greater than 40 pounds individually), from public rights-of-way, playgrounds, and all City-owned property within three (3) hours after notification on weekdays and four (4) hours after notification on weekends by the City's Public Services Director, his designee, or the Police Department.

b. VACANT LOTS: The Contractor shall collect trash from normal maintenance of vacant lots in the same manner as the collection from residences, except the Contractor will only be responsible for the weekly collection of up to and including: See SECTION 2-Scope of Work, 2. Garden and Yard Trash, Paragraph (b). The owner of the vacant lot will be billed for the actual cost of services provided. This cost will be determined by the Contractor and the City. The City will perform the billing to the individual resident for this service.

c. ILLEGAL DUMPS: The Contractor shall collect any piles of solid waste, trash, and/or yard trash illegally disposed of on public right-of-way and property within the service area, as requested by the City's Public Services Director.

SECTION 3 – RATE ADJUSTMENTS

A. CHANGES IN COST OF DOING BUSINESS AND COLLECTION RATES:

The fees or compensation payable to the franchisee for the third and subsequent years of the term hereof may be adjusted upward or downward from the Base Price on the anniversary date (January 1) of the contract upon written request of the City or the Contractor at least 90 days (October 1) before the anniversary date. If requested, the rate adjustment shall be equal to 70% of the annual net change in the Consumer Price Index (CPI) for All Urban Consumers, published by the US Department of Labor, Bureau of Labor Statistics. This annual net change shall be measured by taking the current year annual rate and comparing it to the preceding calendar year annual rate. For example, in January 2011, the calculation would compare the twelve-month

period ending in December 20010- to a like period in 2009. The CPI adjustment shall then be added to the Base Price. The CPI adjustment will only be applied to the cost of collection and will not be applied to the disposal costs. Any requests for changes in disposal costs shall follow the method described in Section 3 B. The Contractor has the right to request a separate rate adjustment due to increases in disposal costs. If a rate adjustment is not requested, the rate adjustment for that particular 12 month period shall be deemed waived and shall not be taken into consideration in the future rate adjustments. The City Commission shall ratify all rate adjustments requested by the Contractor. This shall be done by adoption of a Resolution. Adoption of an Ordinance shall be required in order to pass on any rate adjustments billed to City residents.

B. UNUSUAL CHANGES AND DISPOSAL COSTS:

The Contractor may petition the City on the anniversary date (January 1) of the contract for rate adjustments or at reasonable times on the basis of unusual changes in his cost of doing business, such as revised laws, ordinances, or regulations, changes in location of disposal sites or changes in disposal charges. Both the City and the Contractor acknowledge that the current disposal cost per ton is \$ 51.10 at the Alachua County Landfill. The City reserves the right at any time to directly pay disposal costs. In which instance the Contractor shall be directed to immediately negotiate residential rates which exclude collection costs. It is recognized that the actual disposal cost charged to the Contractor for disposal of residential solid waste collected pursuant to this Agreement is subject to change. In the event of such increase, the rate charged to the City shall be commensurate to the actual increase in disposal cost. Decreases in disposal costs shall be cause for a like dollar decrease in rates charged to the City. The City Commission shall ratify all rate adjustments requested by the Contractor. This shall be done by adoption of a Resolution. Adoption of an Ordinance shall be required in order to pass on any rate adjustments billed to City residents.

C. FUEL COST ADJUSTMENT:

The Contractor may petition the City on the third or subsequent anniversary date (January 1) of the contract for fuel cost adjustments. The total unit price for fuel shall be comprised of the sum of a collection and disposal price, and a Fuel Transport Component (FTC), which shall be subject to the fuel cost adjustment described below. If the City directly pays for disposal costs, then that amount shall be excluded from this calculation.

The Contractor shall base their FTC on the cost per gallon of diesel fuel, as of September 29, 2008, (\$3.99/gallon) as shown on the "On Highway Retail Diesel Prices," Lower Atlantic Region, US Department of Energy, Energy Information Administration, published on the Internet at http://tonto.eia.doe.gov/oog/info/wohdp/diesel_detail_report.asp.

The Contractor shall calculate the FTC at the beginning of the third and subsequent anniversary date (January 1) of the contract and shall apply the calculation to the

combined collection, disposal, and FTC price. If the City directly pays for disposal costs, then that amount shall be excluded from this calculation.

The initial FTC is the transport fuel component established as of September 29, 2008 (\$3.99/gallon). Subsequent annual FTC shall be determined by the following formula:

FTC equals new yearly fuel cost per gallon divided by initial fuel cost per gallon times initial FTC rounded to the nearest penny.

Example 1 Increase:

New quarterly fuel cost - \$5.75/gallon
Initial fuel cost - \$4.75/gallon
Initial FTC price - \$2.65/residence/month
New FTC price - \$3.21/residence/month $(\$5.75/\$4.75)*(\$2.65)$

Example 2 Decrease:

New quarterly fuel cost - \$4.00/gallon
Initial fuel cost - \$4.75/gallon
Initial FTC price - \$2.65/residence/month
New FTC price - \$2.23/residence/month $(\$4.00/\$4.75)*(\$2.65)$

On January 1 of the third and subsequent year of the contract term, the Contractor shall calculate the adjusted fuel component price as described above and send a letter to the City showing the calculation and the resulting end price for the following year. Under no circumstances, shall the City approve any increase greater than five percent (5%).

Any adjustments for fuel costs shall be deducted from any increases due from the CPI. Under no circumstances, shall the City approve any fuel increase for which the Contractor has been compensated for under the CPI adjustment. Both parties recognize that to do so would be tantamount to providing for an increase for the same component twice.

SECTION 4 - STORAGE AND OFFICE FACILITIES

The Contractor shall maintain an office and maintenance facility within sixty miles from the City of Alachua where such service may be applied for, and complaints can be made. It shall be equipped with sufficient telephones; shall have a responsible person in charge; shall be sufficiently staffed during collection hours; and shall be open during the hours of 8:00 a.m. to 5:00 p.m. However, the City will be supplied with Nextel radio number(s) of route manager(s)/supervisor(s) so that the City may contact Waste Pro of Florida, Inc. during the hours of 7:00 am to 7:00 pm inclusive.

SECTION 5 - SCHEDULES AND ROUTES

A. IN GENERAL

The Contractor shall abide by the routes and schedules as determined by the City. The City reserves the right to deny the Contractor's vehicles access to certain streets, alleys and public ways, inside the City or outside the City in route to the disposal facilities, where it is in the best interest of the general public to do so due to conditions of streets or bridges. The Contractor shall not interrupt the regular schedule and quality of service because of such street closures. Customers under this contract shall be notified by the Contractor of the schedules. Individual route starting times and succession of pickup shall remain constant to promote and achieve regularity of service. Any and all route and/or schedule changes, whether temporary or permanent, shall be approved by the City's Public Services Director. Written notices of changes in schedules shall be furnished to the customers by the Contractor at least ten (10) days prior to the actual change in routes or schedules. The City's Public Services Director's decision may be appealed to the City Manager. The decision of the City Manager shall be final.

NOTE: The Contractor's attention is directed to the fact that at various times during the year, the quantity of refuse to be disposed of is materially increased by fluctuations in the amount of garden and yard trash. This additional workload will not be considered as adequate justification for failure of the Contractor to maintain the required collection schedules and routes.

B. STORM

The Contractor shall have a disaster response plan for removal and disposal of excessive amounts of debris or refuse accumulated by reason of a storm of disastrous proportions, natural disaster, severe disturbance, riot or other calamity. The Contractor shall have at all times, written agreements with subcontractors for collection, hauling and disposal relating to the above should the Contractor not have sufficient resources of its own to affect a timely clean up. Such agreement should contain operational details and unit pricing for collection and hauling with actual disposal costs to be an add on. The initial subcontractor agreements are to be an addendum to this contract with annual renewals to be reviewed and agreed to by the City of Alachua. The Contractor's emergency response plan should also have operational details and unit pricing. Contractor and subcontractor agreements must be reviewed and agreed to by the City prior to the first of October each year, and submitted to the City prior to initial commencement of work under this contract, but no later than December 31, 2008.

Should an event of the above magnitude occur, the City's Public Services Director and the Contractor will meet as soon as possible to formulate and agree upon a clean up plan. Under no circumstances, shall the Contractor unilaterally suspend garden and yard trash service due to a natural disaster. This action shall be construed as a contract breach.

The City reserves the option to utilize the Contractor forces, Contractor's subcontractors, services other than provided by this contract (City's own Contractors), City forces, mutual aid agreements or any combination thereof to ensure a timely clean up.

C. FORCE MAJEURE

The performance of any act by the City or Contractor may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any other cause beyond the reasonable control of such party provided; however, the City shall have the right to provide substitute service from third party Contractors or City forces and, in such event, the City shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days, the City may, at its option and discretion, cancel or renegotiate this Agreement.

D. EXCLUSIVE RIGHTS

The Contractor shall have sole and exclusive rights to collect refuse, as defined in the contract agreement, within the corporate limits of the City of Alachua with the following exception: Contractors and residential customers engaged in building or remodeling operations, shall be permitted to remove the waste accumulated as a result of their operations with their own trucks and labor or may contract with any licensed hauler to remove construction and demolition debris. All other waste removal will not be permitted by another solid waste Contractor, other than excluded waste, exempted yard waste and commercial recycled materials. The City of Alachua reserves the right to pick up refuse related to street maintenance and other activities related to City functions or ordinances. The Contractor shall have the exclusive right to collect and haul recyclable and recovered materials only from residential customers as terms are defined under State law.

E. MISCELLANEOUS

The Contractor shall not be responsible for scattered refuse unless the same has been caused by his acts or those of any of his employees, in which case, all such scattered refuse shall be picked up immediately by the Contractor. Employees of the Contractor shall not be required to expose themselves to the danger of being bitten by vicious dogs in order to accomplish refuse collection in any case where the owner or tenants have such animals at large. The Contractor shall immediately notify the customer and City's Public Services Director, in writing, of such conditions and of his inability to make collections because of such conditions.

F. HOLIDAYS

When a holiday falls on a regularly scheduled collection day, the Contractor shall collect refuse and recyclable materials on the following day, excluding Sunday. The following holidays shall be observed by the Contractor: Martin Luther King's Birthday, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day.

SECTION 6 - DURATION OF CONTRACT - COMMENCEMENT OF WORK

- A. The term of this agreement shall be for a period of four (4) years, with work commencing on January 1, 2009, and ending on December 31, 2012, unless terminated or breached at an earlier date.
- B. The Contractor must commence work on the date and year entered in Section 6A.
- C. If determined to be in compliance with the City's purchasing rules and regulations and upon mutual agreement between the City and the Contractor, this contract may be extended upon expiration of the initial term of this contract based upon successful negotiations of rates between the City and Contractor. Negotiations shall commence at least nine (9) months before expiration of the initial term and shall be concluded within one hundred eighty (180) days prior to the expiration of the initial term of this contract. Nothing contained herein creates an obligation for either the City or Contractor to engage in such negotiations at the expiration of the term of this Contract.
- D. Nothing contained herein would prohibit the City and the Contractor from negotiating a higher or better level of service within the contract term and contract term extension(s) noted in sections A. and C. above and as referenced in Section 2 – Scope of Work, Paragraph A 1.

SECTION 7 - CONTRACTOR'S RELATION TO THE CITY

A. CONTRACTOR AS INDEPENDENT CONTRACTOR

It is expressly agreed and understood that the Contractor is, in all respects, an Independent Contractor as to the work. Notwithstanding in certain respects, the Contractor is bound to follow the direction of designated City officials and the Contractor is in no respect an agent, servant, or employee of the City. The contract specifies the work to be done by the Contractor, but the method to be employed to accomplish this work shall be the responsibility of the Contractor, unless otherwise provided in the contract.

B. SUBLETTING CONTRACT

The contract, or any portion thereof, shall not be sublet except with the prior written consent of the City Manager. Consent may be withheld for any reason or for no reason. No such consent will be construed as making the City a party of or to such subcontract, or subjecting the City to liability of any kind to any Subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of his liability and obligation under this contract and despite any such subletting, the City shall deal through the Contractor. Subcontractors will be dealt with as workmen and representatives of the Contractor and, as such, will be subject to the same requirements as to character and competence as are other employees of the Contractor.

C. SUPERVISION OF CONTRACT PERFORMANCE

The Contractor's performance of this contract shall be supervised by the City's Public Services Director or some other official of the City designated by the City Manager and the Contractor shall be so notified in writing by the City's Public Services Director. If at any time during the life of the contract, performance satisfactory to the City's Public Services Director shall not have been made, the Contractor, upon notification by the City's Public Services Director, shall increase the force, tools and equipment as needed to properly perform this contract. The failure of the City's Public Services Director to give such notification shall not relieve the Contractor of his obligation to perform the work at the time and the manner specified by this contract.

D. CITY'S PUBLIC SERVICES DIRECTOR TO BE REFEREE

To prevent misunderstanding and any litigation, the City's Public Services Director or his designated representative, shall decide any and all questions which may arise concerning the quality and acceptability of the work and services performed, the sufficiency of performance, the interpretation of the contract provisions, and the acceptable fulfillment of the contract on the part of the Contractor. The City's Public Services Director will determine whether or not the amount, quantity, character and quality of the work performed are satisfactory. This determination shall be final, conclusive and binding upon both the City and the Contractor. The City's Public Services Director shall make such explanation as may be necessary to complete, explain or make definitive the provisions of this contract and his findings and conclusions shall be final and binding upon both parties.

E. INSPECTION OF WORK

The Contractor shall furnish the City's Public Services Director or his authorized representative with every reasonable opportunity for ascertaining whether or not the work, as performed, is in accordance with the requirements of the contract. The Contractor shall designate, in writing, the person to serve as agent and liaison between his organization and the City. He may designate himself to so serve. The City's Public Services Director may appoint qualified persons to inspect the Contractor's operation and equipment at any reasonable time and the Contractor shall admit members of the City Commission and other authorized representatives of the City to make such inspections at any reasonable time and place.

F. DISAGREEMENTS - REFUSE TO BE COLLECTED - HOW

It is recognized that disagreements may arise between the City and the Contractor with regard to the collection of certain items due to interpretation of the specific language in the contract. In the event a disagreement arises and refuse needs to be collected and disposed of, the City's Public Services Director or his authorized representative may notify the Contractor of the location of refuse which has not been collected due to disagreement between the City and the Contractor and it shall be the duty of the Contractor to remove all such refuse within two (2) days of the notice.

Should the Contractor fail to remove the refuse, the City will remove the refuse and the City shall deduct costs incurred from the next scheduled payment.

G. TAXES

The Contractor shall pay all federal, state and local taxes, to include sales tax, social security, workmen's compensation, unemployment insurance, and other required taxes which may be chargeable against labor, material, equipment, real estate and any other items necessary to and in the performance of this contract.

H. CITY NOT LIABLE FOR DELAYS

It is expressly agreed that in no event shall the City be liable or responsible to the Contractor or to any other person on account of any stoppage or delay in the work provided for herein, by injunction or other legal or equitable proceedings brought against the Contractor or from or by or on account of any delay from any cause over which the City has no control.

I. SCHEDULE OF PAYMENTS

For and in consideration of the services to be performed by the Contractor pursuant to this agreement, the City agrees to make payments to the Contractor as follows:

1. The Contractor will submit an invoice to the City by the 10th of the month following the month of service. The City will remit payment to the Contractor within thirty (30) days of receipt of invoice. The Contractor offers a payment discount with the following terms:
 - 2% if invoice is paid within 10 days of receipt (2-10 net 30).
 - City shall pay a service charge on all past due amounts (over 30 days aged) accruing from the date of the invoice at a rate of eighteen percent (18%) per annum.
2. The invoice shall be computed by multiplying the initial number of residential units being provided refuse service in the service area times the "Base Price" per unit. The City and the Contractor agree that the initial number of residential units being billed for refuse in the service area is 3,159. Of which 2,154 shall be billed to the City at the Base Price of \$17.28, and 1,005 shall be billed to the City at the Base Price of \$17.88 effective January 1, 2009. Thereafter, the "Base Price" shall be \$18.33 and \$18.93 effective July 1, 2009; \$19.29 and \$19.89 effective January 1, 2010. No adjustment to the Base Price for either CPI or fuel may be effective until January 1, 2011 as provided for in Section 3. The number of residential units being provided refuse service shall be reviewed once per year on the anniversary date (January 1). This count shall be provided to the Contractor and serve as the basis for future monthly billings to the City and for any funds due to/from the Contractor. If a significant number of households are annexed into the City, a revised count shall be done at that time.

J. CANCELLATION OR ANNULMENT OF CONTRACT

The Contractor and the City recognize that it is of paramount importance that the contract be performed and the individual customers receive service. If the Contractor fails to begin work at the time specified, or fails to perform the work with sufficient number of workmen and sufficient and adequate equipment to insure the proper and substantial performance of said refuse collection work, or performs the work unsuitably, or discontinues the prosecution of the work or any portion thereof, or for any other cause whatsoever, excepting only acts of God, does not carry on the work as aforesaid, or if the Contractor becomes insolvent or declares bankruptcy or commits any act of bankruptcy or insolvency, or allows any final judgment for the payment of money to stand against him unsatisfied, and if the City, through its City's Public Services Director, gives notice of such default, and the Contractor or his surety fails to cure such default within seven (7) days after giving of such notice by the City, then the City may thereupon, by action of the City Commission, declare the contract cancelled. Upon declaration of cancellation, the City may, at no cost to the City or compensation to the Contractor, enter into agreements with others for their performance of the work and services herein contracted for at the rates specified in this contract.

Such cancellation of the contract shall not relieve the Contractor or the surety of liability for failure to faithfully perform this contract and in case the expense incurred by the City in performing or causing to be performed the work and services provided for in this contract shall exceed the Base Price of the Contractor, as provided in this contract, then the Contractor (and the surety to the extent of its obligation) shall be liable to the City for said amount. Contractor's surety or security will not be released until such time as the term of this contract would otherwise have expired.

K. OPERATION DURING DISPUTE

In the event the City has not cancelled the contract in accordance with the terms provided above and there remains a dispute between the Contractor and the City, the Contractor agrees to continue to operate and perform under the terms of this contract while said dispute is pending and agrees that in the event a suit is filed for injunction or other relief to continue to operate the system until the final adjudication of the court.

SECTION 8 - QUALITY OF SERVICE

A. CHARACTER OF WORKMEN AND EQUIPMENT

The direction and supervision of refuse collection and disposal and recyclable material collection and recovery operations shall be by competent, qualified and sober personnel, and the Contractor shall devote sufficient personnel, time and attention to the direction of the operation to assure performance satisfactory to the City. All subcontractors, superintendents, foremen and workmen employed by the Contractor shall be careful and competent. The Contractor shall also provide uniforms with I.D. badge. All employees used by the Contractor during the terms of this agreement, shall be of a standing or affiliation that will permit the Contractor's performance

herein to be carried on harmoniously and without delay, and in no case, or in any circumstances, will such employees cause any disturbance, interference or delay to any work or service rendered to the City or by the City and in no case or in any circumstances will the employees conduct themselves negligently, disorderly or dishonestly in the due and proper performance of the employee's duties. The Contractor shall see to it that his employees serve the public in a courteous, helpful and impartial manner. He shall furnish the City with a current roster of employees every thirty (30) days. Contractor's employees collecting garbage will be required to follow the regular walk for pedestrians while on private property. No employee shall meddle with property that does not concern him. Care shall be taken to prevent damage to public and private property, including utilities, shrubs, flowers and other plants. After emptying containers, employees shall return them to the same location from which they were taken.

B. COOPERATION OF CONTRACTOR REQUIRED

The Contractor shall cooperate with authorized representatives of the City in every reasonable way in order to facilitate the progress of the work contemplated under this contract. He shall have at all times a competent and English speaking representative on the work authorized to receive orders and to act for him in the case of his absence.

C. HANDLING COMPLAINTS

The Contractor shall perform a service of high quality and keep the number of legitimate complaints to a minimum. The Contractor shall maintain a telephone listing in the name in which he is doing business as a Contractor and provide answering service for those customers needing to contact him during collection hours Monday through Friday.

In order that the City may be informed of the quality of service, the Contractor agrees to maintain a record of all complaints for inspection by the City. The Contractor agrees to furnish a monthly report of all complaints, listing the name and address of the person complaining, the nature of the complaint, and disposition of such complaint. All complaints whether received in person, by mail or telephone, shall be recorded in triplicate, one (1) copy to go to the City and two (2) copies to be retained by the Contractor. Complaints received shall be resolved the same day if received prior to noon and by noon the following day if received after noon. For each month in which the number of unresolved legitimate complaints reaches ten or more, whether for garbage or trash, or any other cause, the City shall be entitled to claim liquidated damages of one hundred (\$100) dollars per complaint. Each complaint shall be considered legitimate unless satisfactory disposition of the claim is furnished. The decision of the City Manager or his designee shall be final.

D. CUSTOMER INFORMATION

The Contractor shall provide each residential customer with a condensed version, approved by the City, of rules and regulations for residential refuse collection and residential recyclable material collection. Said condensed version shall outline obligations of the customer and Contractor, according to terms of this agreement.

E. GUARANTEES OF PERFORMANCE

PERFORMANCE BOND: The Contractor hereby deposits with the City a performance bond in the amount of one hundred percent (100%) of the total annual Base Price as a guarantee to the City of faithful performance under the terms of this contract. In no event shall the bond be less than \$500,000. The bond shall be maintained for the duration of this contract including any extensions of it. Contractor shall supply the City with a new annually renewable bond at least 30 days prior to the expiration of any bond. Failure to keep the bond in full force and effect shall be a material breach and entitle the City to immediately terminate the Contract. This performance bond shall be written by a company with a Class 9, A or higher financial rating as shown in Best's Key Rating Guide.

SECTION 9 - EQUIPMENT

A. TYPE

The Contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor to adequately and efficiently perform its contractual duties. The Contractor shall provide appropriate equipment, such as pup trucks, for collection on private streets that are neither County nor City maintained roadways to minimize damage to those private streets. If additional equipment is necessary, equipment shall be obtained from nationally known and recognized manufacturers of garbage collection and disposal equipment. All replacement and additional vehicles shall be new equipment unless otherwise agreed to by the City. All equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times. The Contractor shall have available reserve equipment used by the Contractor to perform the contractual duties. A list of equipment proposed to be used to meet the requirements of this contract shall be supplied to the City by December 31, 2008. The Contractor agrees to furnish the City with radio communication access for the purpose of communicating with the Contractor's dispatcher and/or field supervisor.

B. AMOUNT

The Contractor shall provide sufficient equipment, in proper operating condition, so regular schedules and routes of collection can be maintained.

C. CONDITION

Equipment is to be maintained in a reasonable, safe, working condition, to be painted uniformly, the company name, telephone number, and the number of the vehicle printed in letters not less than four (4) inches high, on each side of the vehicle, and vehicles shall be numbered and a record kept of the vehicle to which each number is assigned. No advertising shall be permitted on vehicles servicing the City of Alachua. The Contractor is required to keep collection vehicles and containers emptied by mechanical means, cleaned and painted to present a pleasing appearance.

D. OPERATION

Each non-packer trash vehicle shall be equipped with a cover which may be net with mesh not greater than one and one-half inches, or tarpaulin, or fully enclosed metal top. Such cover shall be kept in good order and used to cover the load going to and from the disposal facility during loading operations or when parked, if the contents are likely to be scattered if not covered. Vehicles shall not be overloaded so as to scatter refuse; however, if refuse is scattered from the Contractor's vehicle for any reason, it shall be picked up immediately. Each vehicle shall have a fork and broom for this purpose. The Contractor's vehicles are not to interfere unduly with vehicular or pedestrian traffic and vehicles are not to be left standing on streets unattended except as made necessary by loading operations, and shall move with the traffic flow.

SECTION 10 – EMPLOYMENT AND WORKING CONDITIONS

The Contractor shall comply with all applicable state and federal laws relating to wages and hours, and all other applicable laws relating to the employment or the protection of employees now or hereafter in affect. The Contractor is required and hereby agrees by accepting this contract, to pay all employees not less than the federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act as amended, and changed from time to time. Contractor also agrees that upon written request, the Contractor will provide the City all information and policies, whether written or oral, relating to the wages or terms and conditions of employment for employees in the service of the Contractor under this agreement.

SECTION 11 - DISPOSAL OF REFUSE & RECYCLABLE MATERIALS

Refuse collected by the Contractor is suggested to be hauled to the disposal facility owned and operated by Alachua County when economically feasible. The City will not be responsible for disposal fees charged by the County or other disposal operators for the Contractor to use the facility. The Contractor shall seek the highest market price for all recyclable materials.

SECTION 12 - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor hereby agrees to abide by all applicable federal, state, county and city laws and regulations. The Contractor and his surety indemnify and save harmless the City, all its officers, representatives, agents and employees against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, order or other decree, whether by himself, his employees or his sub Contractor. This clause shall apply not only during the term of this agreement, but also as to any claim, liability, or damages which are based on the Contractor's conduct during the term of this agreement and in the event the City is charged with the responsibility, jointly or severally, for the aforementioned conduct as a successor to the Contractor.

SECTION 13 - INSURANCE

The Contractor shall not commence work under this contract until he has obtained all insurance required under this contract and such insurance coverage has been approved by the City Manager of the City of Alachua or his designee, or shall the Contractor allow any subcontractor to commence work on subcontracts until similar insurance of the subcontractor has been obtained and approved.

A. COMPENSATION INSURANCE

The Contractor shall provide and maintain during the life of this contract, Worker's Compensation Insurance at the statutory limits in accordance with Florida law, for all of his employees, who are employed in connection with the work, and in case the work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract are not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate insurance coverage for the unemployment compensation protection of his employees not under or otherwise protected.

B. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The Contractor shall provide and maintain during the life of this contract, at his own expense, such public liability and property damage insurance, with the City of Alachua also being named as insured, as shall protect him and any subcontractor performing work covered by this contract, from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by a subcontractor, or anyone directly employed by the Contractor or subcontractor, and the amount of such insurance shall be as follows:

1. COMPREHENSIVE GENERAL LIABILITY INSURANCE

The Contractor shall provide and maintain during the life of the contract, at his own expense, Comprehensive General Liability Insurance. Coverage must afford on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy filed by the Insurance Services Office and must include:

- a. Minimum limits of \$2,000,000 per occurrence, \$2,000,000 in the aggregate, combined for bodily injury liability and property damage liability.
- b. Premises and/or operations.
- c. Independent Contractors.
- d. Products and/or completed operations.

The contractual coverage must specify that it covers the Hold Harmless Agreement which is part of this contract.

2. BUSINESS AUTOMOBILE POLICY

The Contractor shall provide and maintain during the life of the contract, at his own expense, Comprehensive Automobile Liability Insurance. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Services Office and must include:

- a. Minimum limits of \$1,000,000 per occurrence combined for bodily injury liability and property damage liability.
- b. Owned vehicles.
- c. Hired and non-owned vehicles.

The contractual coverage must specify that it covers the Hold Harmless Agreement which is part of this contract.

3. UMBRELLA LIABILITY

In addition to the above limits, the Contractor shall provide at least a \$4,000,000 umbrella or excess liability insurance policy, which shall be in full force and effect, covering all insurance lines, including, but not limited to, Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance.

C. PROOF OF INSURANCE

The Contractor shall furnish the City Manager, prior to the start of any operations under this contract, satisfactory proof of carriage of the insurance required with an insurance company satisfactory and acceptable with the City. No policy is acceptable to the City that can be cancelled by the insurer in less than thirty (30) days after the insured has received written notice of such cancellation provision of the policy. To be acceptable to the City, each insurance certificate shall contain a clause substantially as follows:

“The policies referred to herein provide that they cannot be cancelled by the insurer in less than thirty (30) days after the insured has received written notice of such cancellation, and equal notification by the insured to the City. The insured shall endeavor to encourage the insurer to provide like notice to the City.”

All insurance policies shall name the City of Alachua as additional insured on the policies.

Should the Contractor fail to provide such insurance, the City may secure the same, the cost of which shall be reimbursed to the City by the Contractor or the City may cancel the contract.

SECTION 14 - CITY HELD HARMLESS FROM INJURIES, DAMAGES AND CERTAIN OTHER ACTS OF THE CONTRACTOR

The Contractor and his surety hereby expressly bind themselves to defend, indemnify and save the City harmless, to the extent of Contractor's fault, from all suits or actions of every name and description brought against said City for or on account of any injuries or damages received or sustained by any party or parties from the acts, omissions or negligence of, said Contractor, or his servants or agents, including subcontractors engaged in doing the work herein contracted for, or by, or in consequence of any negligence in guarding against same, or in any improper materials or equipment used in its performance, or by or on account of any act or omission of the said Contractor, or on account of any claims or amounts recovered for infringement of patent, trademark, or copyright, or from any claims or amounts arising or recovered under the Workmen's Compensation Laws. In case there is any money due to the Contractor, so much of the money due the said Contractor as the City's Public Services Director shall deem necessary to protect the City, may be retained by the City until such suit, or suits, action or actions, claim or claims, injuries, damages as aforesaid, shall have been settled and suitable evidence to that effect has been furnished the City's Public Services Director.

SECTION 15 - LIQUIDATED DAMAGES

Should the Contractor fail to perform in accordance with the provisions of this contract and/or refuse to pay liquidated damages upon receipt of invoice from the City, the City shall, in addition to the amounts provided in other provisions of this contract, be entitled to claim against the performance bond of the Contractor as provided in Section 8E, or deduct from the next regularly scheduled payment to Contractor, the following amounts, not as a penalty, but as liquidated damages for such breach of contract:

A.	Unresolved legitimate complaints over ten (10) per month.	\$100 per incident, including the first ten (10)
B.	Collection of Residential Solid Waste and/or Recyclables before 7:00 AM or after 6:00 PM.	\$100 per incident
C.	Failure to collect residential refuse, recyclables, bulky waste, and vegetative trash in accordance with the then adopted current route schedules.	\$100 per incident
D.	Failure to clean spillage in accordance with contract provisions after notification by the City.	\$50 per incident
E.	Failure to replace damaged container within seven (7) days after notification by the City.	\$50 per incident
F.	Failure to repair damage to customer's property within seven (7) days after notification by the City.	\$100 per incident
G.	Failure to maintain office hours as required.	\$100 per incident
H.	Equipment Operator not properly licensed.	\$100 per incident
I.	Failure to provide documents and reports in a timely and accurate manner after seven (7) day notice by the City.	\$100 per incident
J.	Failure to comply with employee roster and proper uniforms.	\$100 per incident
K.	Using improper equipment to service residential customers on private roads.	\$50 per incident
L.	Failure to provide customer recycle bins within seven (7) days after notification by the City.	\$50 per incident
M.	Failure to report recycling activity quarterly in the format determined by the City, for the purpose of tracking and verifying citywide recycling activity.	\$50 per incident

SECTION 16 - CITY ORDINANCES

Nothing contained in any ordinance of the City now in effect, hereafter adopted, pertaining to the collection of garbage and trash shall in any way be construed to affect, change or modify or otherwise alter the duties, responsibilities and operation of the Contractor in the performance of the terms of this contract. It is the intention hereof that the Contractor be required to perform strictly the terms of this contract, regardless of the effect or interpretation of any municipal ordinances which in any way relate to garbage and trash.

SECTION 17 - AMENDMENTS

The City and Contractor shall have the right to amend this contract as necessary to comply with federal, state and local laws and regulations, as amended from time to time. Such amendments shall take effect within thirty (30) days of the Contractor's receipt of the written amended contract. Amendments which are consistent with the purposes of this contract may be made with the mutual consent, in writing, of the parties and in accordance with the City Charter and other applicable laws and ordinances.

SECTION 18 - BOOKS AND RECORDS

The City shall have the right upon reasonable notice to inspect and review Contractor's books and records regarding Contractor's performance of services hereunder. The City shall maintain such records in a confidential manner to the extent permitted by law.

SECTION 19 - MEETINGS

The City and the Contractor hereby agree to meet at least quarterly to review contract and performance items and any other relevant topics regarding the services provided by the Contractor. The City's Public Services Director shall schedule quarterly meetings at a time and location convenient to both the City and the Contractor.

SECTION 20 - NOTICE

Notices for purposes of the Contractor as called for under this agreement should be forwarded to Mr. Bob Hyres, Corporate Secretary, P. O. Box 7209; Longwood, Florida, 32791. .

Notices to the City should be forwarded to the City Manager, City of Alachua, Post Office Box 9, Alachua, Florida 32616, with copy provided to City's Public Services Director, City of Alachua, Post Office Box 9, Alachua, Florida, 32616. Any notices hereunder shall be sent certified mail return receipt requested.

SECTION 21 - ASSIGNMENT AND CHANGE OF CONTROL

Contractor shall make no assignment of its rights or obligations under the Contract without first obtaining the written consent of the City, which may be granted or withheld in its sole discretion. In the event Contractor is a corporation, partnership or legal entity, there shall be


no change in the direct or indirect legal or factual control of such entity without first obtaining the written consent of the City. A change of legal control includes, but is not limited to, a transfer of ownership of over 20% of the Contractor or any person or entity owning a 20% or greater interest, direct or indirect, in the Contractor.

SECTION 22 - SEVERABILITY

If any article or section of this agreement or of any supplements or riders thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this agreement and of any supplements or riders thereto, or the application of such article or section to persons or circumstances other than those to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

IN WITNESS WHEREOF, the City of Alachua and Waste Pro of Florida, Inc. have caused this contract to be executed the day and year hereinafter.

THE CITY OF ALACHUA, FLORIDA



Jean B. Calderwood, Mayor

Date: 1/22/09

ATTEST:

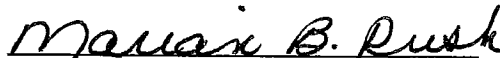
By: 

Date: 1-22-09


Clovis Watson, Jr., MBA, City
Manager


Date: 1/22/09

APPROVED AS TO FORM:


Marian B. Rush, City Attorney

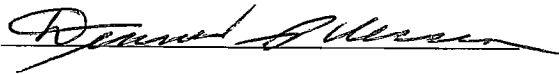
Date: 1/22/09

WASTE PRO OF FLORIDA, INC.

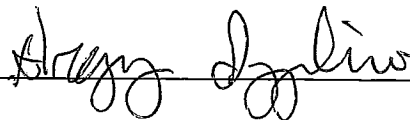


Bob J. Hyres, Executive Vice-President,
Corporate Secretary

Date: 1/13/2009



ATTEST:

By: 

Date: 1/13/2009

EXHIBIT A

Public Entity Crime

**CITY OF ALACHUA, FLORIDA
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES FORM**

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

1. This sworn statement is submitted to City of Alachua, Florida

by Robert J. Hynes - Executive Vice President
(print individual's name and title)

for Waste Pro of Florida, Inc.
(print name of entity submitting sworn statement)

whose business address is

2101 West SR 434, Suite 315
Longwood, FL 32779

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 a "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 of the United States, including, but not limited to any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "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 any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a) Florida Statutes means
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. 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 a "person" as defined in Paragraph 287.133(l)(c) Florida Statutes means any natural person or 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 for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

X Neither the entity submitting this sworn statement nor any of its officers, directors, 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.

 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 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 subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer 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 THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]
(Signature)

Sworn to and subscribed before me this 13 day of January, 20089

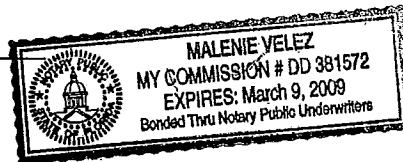
Personally known

OR produced identification

Notary Public - State of FLORIDA

(Type of Identification)

My Commission expires



[Signature]
(Print, typed or stamped commissioned name of notary public)

EXHIBIT B

Drug-Free Workplace

**CITY OF ALACHUA, FLORIDA
DRUG-FREE WORKPLACE FORM**

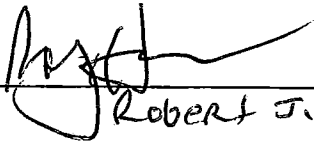
The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies that Waste Pro of Florida, Inc. does:

Name of Business

1. Publish a statement notifying 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 prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for any violation occurring in the workplace, no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free work- place through implementation of Paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Applicant's Signature: _____


Robert J. Hyer. EUP

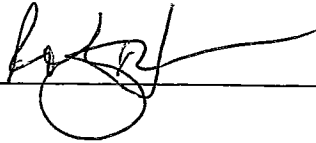
Date: 1/13/2009

EXHIBIT C

Commencement of Work

The undersigned hereby agrees to commence work January 1, 2009. In addition, the undersigned herewith submits all documents required by the City.

Signature: _____

A handwritten signature in black ink, appearing to read 'Robert J. Hynes', written over a horizontal line.

Title: Robert J. Hynes - Executive Vice President

Company: Waste Pro of Florida, Inc.

Address: 2101 West SR 434, Suite 315; Longwood, Florida 32779

Phone Number: 407 869-8800