

Exclusive Franchise Agreement
between
The City of Sunrise, Florida
and
Republic Services of Florida,
Limited Partnership
for
the Collection of Solid Waste
and Recyclable Materials

Franchise Agreement for the Collection of Solid Waste and Recyclable Materials

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EXCLUSIVE FRANCHISE AGREEMENT

This Exclusive Franchise Agreement ("Agreement") is made and entered into this __ day of _____, 2016 by and between the City of Sunrise, Florida ("City"), a municipal corporation of the State of Florida, and Republic Services of Florida, Limited Partnership ("Contractor"), a Delaware limited partnership, which is authorized to do business in the State of Florida.

RECITALS

WHEREAS, the City issued a request for proposals ("RFP") for the Collection of certain types of Solid Waste and Recyclable Materials that are generated in the City; and

WHEREAS, the Contractor submitted a proposal in response to the City's RFP (RFP No. 16-02-01-AP); and

WHEREAS, the City has relied upon the proposal and other information provided by the Contractor concerning the Contractor's experience and ability to provide Collection Services to the City; and

WHEREAS, after carefully evaluating all of the proposals that were submitted in response to the City's RFP, the City's Evaluation Committee concluded that the Contractor submitted the best proposal in response to the City's RFP and, therefore, the City Commission should award this Agreement to the Contractor; and

WHEREAS, the City Commission accepted the recommendation of the Evaluation Committee and awarded this Agreement to the Contractor; and

WHEREAS, the City wishes to use and the Contractor wishes to provide the Contractor's services for the Collection of certain types of Solid Waste and Recyclable Materials, subject to the terms and conditions contained in this Agreement; and

WHEREAS, the City Commission finds that granting an exclusive franchise to the Contractor, subject to the terms and conditions contained in this Agreement, is in the public interest and will protect the public health, safety and welfare; and

WHEREAS, the City Commission finds that the franchise granted herein properly balances (a) the Commission's desire to provide excellent, environmentally-sound Collection services to the City's residents and businesses, and (b) the Commission's desire to minimize and reasonably allocate the cost of such services.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, and the mutual benefits provided hereunder, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor agree that they shall be bound by and shall strictly comply with the following provisions of this Agreement:

SECTION 1: DEFINITIONS

The capitalized words and phrases in this Agreement are defined in this Section 1. The definitions contained in this Section 1 shall be used when interpreting this Agreement. In the event that a definition herein conflicts with a similar definition in a federal, state, or local law, the definition herein shall prevail when construing this Agreement. If the definition of a term in this Agreement is inconsistent with the definition of the same term in Section 403.703, Florida Statutes, the definition in Section 403.703, Florida Statutes, shall prevail, but only to the extent necessary to resolve the conflict between the two (2) definitions.

1.1 Administrator means the City's contract administrator under this Agreement. The Administrator shall be the City employee that is designated by the City Manager to be the City's official representative in routine discussions with the Contractor regarding this Agreement.

1.2 Advertising means any written communication for the purpose of promoting a product or service. The Contractor's name and telephone number, and other information provided in the manner specified in this Agreement, is not Advertising.

1.3 Agreement means this Exclusive Franchise Agreement between the City and the Contractor.

1.4 Applicable Law means any local, state or federal statute, law, constitution, charter, ordinance, judgment, order, decree, permit, rule, regulation, directive, policy, standard or similar binding authority, or a judicial or administrative interpretation of any of the same, which is in effect or is enacted, adopted, promulgated, issued or enforced by a governmental body during the term of this Agreement, and relate in any manner to the performance of the City or Contractor under this Agreement.

1.5 Automated Collection Service means the Collection of Garbage and Rubbish in a Garbage Cart and the Collection of Source Separated Recyclable Materials in a Recycling Cart, using fully automated equipment (e.g., a side-loading Collection vehicle that is manned with a driver only) or semi-automated equipment (e.g., a rear-loading Collection vehicle equipped with a hydraulic "tipper," a driver, and a crew of one or two people).

1.6 Back Door Service means the Collection of Solid Waste and Source Separated Recyclable Materials from a Residential Curbside Customer's back yard, side yard, or other location that is not Curbside.

1.7 Biomedical Waste means any solid or liquid waste that may present a threat of infection to humans, including non-liquid tissue, body parts, blood, blood products, and body fluids from humans and other primates; laboratory and veterinary wastes that contain human disease-causing agents; discarded sharps; and used absorbent materials saturated with blood or body fluids.

1.8 Bulky Waste means a large discarded item that (a) is discarded by a Customer as a result of the Customer's normal housekeeping activities on their own Premises and (b) cannot be placed in a Garbage Cart or Garbage Can because of its size, shape or weight. Bulky Waste includes furniture, fixtures, White Goods, and large pieces of carpet.

1.9 Bulky Yard Waste means large palm fronds, tree limbs, and other pieces of Yard Waste that are too big or too heavy to fit in a Garbage Can or Garbage Cart. However, Bulky Yard Waste does not include Land Clearing Debris.

1.10 Certificate of Occupancy means a document issued by the City, certifying that a newly constructed or renovated building complies with the City's specifications and is suitable for use.

1.11 Change in Law means the adoption, promulgation, or modification of any Applicable Law after the Effective Date that directly and substantially affects the Contractor's or City's ability to perform under this Agreement. A Change in Law does not include a change in any tax law or workers' compensation law.

1.12 City means, depending on the context, either (a) the incorporated area contained within the boundaries of the City of Sunrise, Florida, or (b) the government of the City of Sunrise, acting through the Commission or its designees.

1.13 City Indemnified Parties mean the City, including its officers, agents, volunteers, or employees while acting within the course and scope of their office or employment.

1.14 Class I Customer means each Residential Customer that is not a Class II Customer.

1.15 Class II Customer means each Residential Customer that resides in an apartment, condominium, or other Dwelling Unit located in a building that complies with the following criteria:

- (a) The building contains two (2) or more stories;
- (b) The building is restricted to occupancy by adults only, pursuant to provisions contained in a deed or subdivision restriction, or declaration or by-law of the condominium, or a similar recorded document;
- (c) The building is occupied by adults only;
- (d) The total residential population of the building did not exceed an average of 1.6 individuals per Dwelling Unit per month during the prior twelve (12) months;
- (e) The Solid Waste generated in the building is disposed of through the use of chutes, located inside the building, which lead to Mechanical Containers located beneath the building; and
- (f) The number and size of the Mechanical Containers beneath the building is sufficient to ensure that Collection Service for the building only needs to be provided twice each week.

Notwithstanding the criteria in Sections 1.15(a) through (f), above, any Person that is a Class II Customer on the Effective Date shall continue to be treated as a Class II Customer, unless the Administrator determines otherwise. In all cases, the Administrator shall have exclusive authority to determine whether a Residential Customer is a Class II Customer.

1.16 Collection means the process of picking up the Solid Waste and Source Separated Recyclable Materials that are Set Out by a Customer and then transporting and delivering the Solid Waste and Source Separated Recyclable Materials to a Designated Facility.

1.17 Collection Containers mean Garbage Cans, Garbage Carts, Recycling Containers, and Mechanical Containers.

1.18 Collection Plan means the Contractor's written plan for providing Collection Services in compliance with the requirements in this Agreement, as described in Section 23, below.

1.19 Collection Service means one or more of the services provided by the Contractor for the Collection of Solid Waste and Source Separated Recyclable Materials pursuant to this Agreement. Collection Service includes Residential Collection Service, Commercial Collection Service, Special Collection Service, and Collection Service provided to the City's Facilities.

1.20 Commencement Date means January 1, 2017, which is the date when the Contractor shall begin providing Collection Services in the City pursuant to this Agreement.

1.21 Commercial Collection Service means: (a) the Collection of Commercial Waste from a Commercial Customer; (b) the Collection of Source Separated Recyclable Materials from a Commercial Customer, when such service is requested by the Commercial Customer; and (c) the Collection of Construction and Demolition Waste.

1.22 Commercial Customer means a Person that owns or occupies Commercial Property and receives or should receive Commercial Collection Service from the Contractor pursuant to this Agreement.

1.23 Commercial Lawn Care Company means a Person that provides lawn and garden maintenance services for remuneration. This definition includes a Person that provides landscaping services.

1.24 Commercial Property means all real property that is located in the Service Area and not classified as Residential Property. Commercial Property includes property used primarily for: (a) commercial purposes, such as hotels, motels, stores, restaurants, business offices, service stations, and recreational vehicle parks; (b) institutional purposes, such as governmental offices, churches, hospitals, and schools; and (c) not-for-profit organizations. Commercial Property includes commercially zoned property that is used primarily for residential purposes. Vacant land, not classified as Improved Real Property, shall be deemed Commercial Property.

1.25 Commercial Waste means Garbage, Rubbish, and Bulky Waste generated on Commercial Property. Commercial Waste does not include Yard Waste.

1.26 Commission means the City Commission of the City of Sunrise.

1.27 Community Events mean parades, festivals, and other civic events that are sponsored or supported by the City and designated by the Administrator pursuant to Section 36.6, below.

1.28 Compactor means a stationary or mobile mechanism that compresses Solid Waste in a Mechanical Container and achieves a minimum compaction ratio of 2.5 to 1.

1.29 Construction and Demolition Waste shall have the meaning set forth in Section 403.703, Florida Statutes. In general, Construction and Demolition Waste 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, resulting from the construction, destruction, or renovation of a structure.

1.30 Consumer Price Index or "CPI" means the Consumer Price Index for All Urban Consumers: Water and Sewer and Trash Collection Services, U.S. City Average, not seasonally adjusted (Base Period: December 1997=100) Series ID CUUR0000SEHG, as published by the U.S. Department of Labor, Bureau of Labor Statistics, or a successor agency.

1.31 Contingency Plan means the Contractor's plan for avoiding an interruption in Collection Service in the event that an emergency or other situation renders the Contractor's operations yard or equipment unusable or prevents the Contractor's drivers from reporting for work.

1.32 Contractor means Republic Services of Florida, Limited Partnership.

1.33 County means Broward County, Florida.

1.34 Curbside means a location adjacent to a road or right-of-way that abuts a Customer's property and provides access for the Contractor's Collection vehicles. If there is no public access to the Customer's property, Curbside means a location that is adjacent to a roadway where the Contractor may lawfully gain access and provide Collection Service to the Customer. In all cases, the Curbside location must be within three (3) feet of the curb or the edge of the road.

1.35 Customer means a Person that uses one or more of the Contractor's Collection Services under this Agreement. A Customer is a Commercial Customer or a Residential Customer.

1.36 Customer List means the City's list of the Customers that are entitled to receive Collection Service from the Contractor pursuant to this Agreement.

1.37 Designated Facility means a facility designated by the City for the Recycling or disposal of the Solid Waste and other materials collected pursuant to this Agreement.

1.38 Disaster Debris means debris that is produced or generated by a natural or human event that is declared a disaster by the federal government or the City. Disaster Debris includes Yard Waste, Construction and Demolition Waste, and Bulky Waste that is generated by such disaster.

1.39 Disaster Debris Contract means the City's contract(s) for the removal, hauling, processing, disposal, or Recycling of Disaster Debris.

1.40 District Manager means the senior employee that has been designated by the Contractor to serve as the Contractor's primary representative when dealing with the City on matters involving this Agreement.

1.41 Dwelling Unit means any type of structure or building, or a portion thereof, intended for or capable of being used for residential living. A Dwelling Unit includes a room or rooms constituting a separate, independent living area with a kitchen or cooking facilities, a separate entrance, and bathroom facilities, which are physically separated from other Dwelling Units, whether located in the same structure or in separate structures. However, a room in a licensed hotel or motel is not a Dwelling Unit.

1.42 Effective Date means the date when this Agreement is signed and duly executed by the Commission's designee, which shall occur after the Agreement is signed and duly executed by the Contractor.

1.43 Electronic Equipment means large electronic devices that have been discarded, including but not limited to computers, monitors, televisions, cathode ray tubes, printers, scanners, and copying machines.

1.44 Exempt Waste means materials that are exempt from the Contractor's exclusive franchise under this Agreement.

1.45 Field Supervisor means the Contractor's employee that is responsible for directly supervising the Contractor's Collection Services in the City.

1.46 First Operating Year means January 1, 2017 through and including September 30, 2017, unless this Agreement is terminated earlier.

1.47 Force Majeure means the following events or circumstances, but only to the extent that they delay or preclude the City or Contractor from performing any of its obligations (other than payment obligation) under this Agreement: (a) an act of God, tornado, hurricane, flood, fire, explosion (except those caused by the negligence of Contractor, its agents, and assigns), landslide, earthquake, epidemic, and extremely abnormal and inclement weather; (b) acts of a public enemy, acts of war, terrorism, insurrection, riots, civil disturbances, or national or international calamities; (c) suspension, termination, or interruption of utilities necessary to the Contractor's operations or duties under this Agreement; (d) an injunction, or a legal or equitable proceeding brought against the City or Contractor, or a Change in Law; and (e) any act, event, or condition, which is determined by mutual agreement of the City and the Contractor to be of the same general type as the events of Force Majeure identified in Sections 1.47 (a) through (d).

1.48 Franchise Fee means the fee paid by the Contractor for (a) the exclusive right to provide Collection Services in the City and (b) the other rights and benefits provided to the Contractor under this Agreement.

1.49 Garbage means all kitchen and table food waste, and animal or vegetative waste that is attendant with or results from the storage, preparation, cooking, or handling of food materials.

1.50 Garbage Can means any commonly available metal or heavy-duty plastic container for Solid Waste that has enclosed sides and bottom, a tight fitting lid or top, handles on the sides, and a capacity of approximately thirty-five (35) gallons or less.

1.51 Garbage Cart means a Garbage container that is made with heavy-duty hard plastic or other impervious material, with an enclosed bottom and sides, mounted on two wheels, equipped with a tight-fitting hinged lid, having a capacity of approximately one hundred (100) gallons or less, and used for the automated or semi-automated Collection of Garbage and Rubbish.

1.52 Hazardous Material means Solid Waste, or a combination of Solid Wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. Hazardous Material includes any material or substance identified as a hazardous waste or hazardous substance in the Florida Administrative Code, Florida Statutes, or other Applicable Law.

1.53 Holiday means a day when the Contractor does not need to provide Collection Service to Residential Customers. The only Holiday is Christmas Day (December 25), unless the City Manager and the District Manager mutually agree to designate additional days as Holidays.

1.54 Igloo Container means a large plastic container that has a generic igloo shape and is used for the Collection of Recyclable Materials.

1.55 Improved Property means any cleared, graded, or drained property in the City upon which a building or structure is erected and occupied or capable of being occupied (i.e., a Certificate of

Occupancy has been issued) for residential, commercial, institutional or industrial use. Improved Property includes recreational vehicle park lots contained within areas designated as mobile home parks by the Health Department.

1.56 Indemnified Loss means all actual costs, losses, damages, expenses, and liabilities that a City Indemnified Party incurs or suffers pursuant to or in connection with, or are caused by or result from, directly or indirectly, **IN WHOLE OR IN PART**, any wrongful act, error or omission, or negligence by the Contractor or any of its agents, employees, or any tier of subcontractors of the Contractor, or subcontractor to a subcontractor of the Contractor, or anyone employed by any of those Persons for whose wrongful act, error or omission, or negligence any of them may be liable, except to the extent resulting solely from the negligent acts or omissions of the City Indemnified Party, in the execution or performance of the Contractor's obligations under or incidental to this Agreement. Such costs include attorneys' fees, court costs, and expert witness fees in all trial, appellate, mediation, and bankruptcy proceedings. An Indemnified Loss includes (a) any bodily injury, property damage, sickness, disease, or death; (b) any claim arising under or from any actual or alleged violation of any Applicable Law (including workers' compensation laws, environmental laws, and health and safety laws) or any common law duty; (c) any actual or alleged infringement of any intellectual rights or property of any Person; (d) any actual or alleged pollution of or damage or destruction to property, natural resources, or the environment; (e) any lawsuit resulting from or related to the designation by the Contractor of any document or material as exempt from public disclosure or public records laws; (f) any lawsuit resulting from or related to the City's decision to award this Agreement to the Contractor; and (h) defending, settling, prosecuting, investigating, or participating in (as a witness or otherwise) any proceeding that arises out of or pertains to any of the foregoing; in each case, to the extent permitted by law or not otherwise prohibited, without regard to or limitation by the amount or type of benefits, damages, or compensation payable by or for the Contractor, any subcontractor of the Contractor, or any subcontractor to a subcontractor of the Contractor under any insurance policy or any Applicable Law (including employee benefits, disability benefits, and workers' compensation laws).

1.57 Industrial Property means real property, not classified as Residential Property, where a Person is engaged in manufacturing, or processing raw materials, or altering or modifying material for the purpose of producing a usable or finished product, and such Person generates Solid Waste as a by-product of their activities.

1.58 Interest means a payment by the City or the Contractor for the use of money, which shall be set at a percentage rate determined pursuant to Section 55.03(1), Florida Statutes.

1.59 Land Clearing Debris means the trees, tree trunks, limbs, stumps, bushes, vegetation, rocks, soil, and other materials resulting from a land clearing or lot clearing operation.

1.60 Legitimate Complaint means any complaint by a Customer or the City in a case where one or more of the applicable requirements in this Agreement were not satisfied by the Contractor.

1.61 Load means the Solid Waste and other cargo that is transported in one of the Contractor's vehicles.

1.62 Manager means the City Manager of the City of Sunrise or the Manager's designee(s).

1.63 Mechanical Container means a dumpster, Roll-Off Container, Compactor, or other large container that is placed on and removed from a Person's Premises with mechanical equipment, and used for the Collection of Solid Waste or Source Separated Recyclable Materials. However, Garbage Carts and Recycling Carts are not Mechanical Containers.

1.64 Missed Collection means any occasion when the Contractor fails to provide Collection Service to a Customer on a Scheduled Collection Day in compliance with the requirements in this Agreement.

1.65 Multi-Family Dwelling means a building with multiple Dwelling Units that are located under one roof. Multi-Family Dwellings include apartments, condominiums and mixed-use buildings that contain multiple Dwelling Units.

1.66 New Customer means a Person that did not receive service from the City's franchisee before the Commencement Date, but is entitled to receive Collection Service from the Contractor.

1.67 Non-Collection Notice means a written form, tag, or sticker that is used by the Contractor to notify a Customer of the reason(s) why the Solid Waste or other materials Set Out by the Customer were not collected by the Contractor.

1.68 Non-Conforming Material means any material that is Set Out for Collection in a Recycling Container, but is not a Recyclable Material.

1.69 Operating Day means a calendar day, except Sundays and Holidays, from January 1, 2017 until this Agreement expires or terminates.

1.70 Operating Month means each calendar month from January 1, 2017 until this Agreement expires or terminates. However, the last Operating Month shall end on the day when this Agreement expires or terminates.

1.71 Operating Year means a period of twelve (12) consecutive Operating Months, beginning on October 1 and ending on September 30 of the following year. Notwithstanding the foregoing, the First Operating Year shall begin on January 1, 2017 and end on September 30, 2017, and the last Operating Year shall end on the day when this Agreement expires or terminates.

1.72 Optional Benefits mean the additional benefits and services that the Contractor offered to the City in the Contractor's proposal, as described in Section 77 and Exhibit 17 of this Agreement.

1.73 Ordinances mean the City's Code of Ordinances and any amendments thereto.

1.74 OSHA means the Occupational Safety and Health Act and all implementing regulations.

1.75 Party means, depending on the context, either the City or the Contractor.

1.76 Parties mean the City and the Contractor.

1.77 Performance Bond means the financial security furnished by the Contractor as a guarantee that the Contractor will perform its work and pay all lawful claims in accordance with the terms of this Agreement.

1.78 Person means any and all persons, natural or artificial, including any individual, firm, partnership, joint venture, or other association, however organized; any municipal or private corporation organized or existing under the laws of the State of Florida or any other state; any county or municipality; and any governmental agency of any state or the federal government.

1.79 Plastic Bag means a heavy-duty plastic or biodegradable bag, with a capacity of approximately forty (40) gallons or less, that is designed to be used for the Collection of Solid Waste.

1.80 Premises mean Improved Property.

1.81 Radioactive Waste means any equipment or materials that are radioactive or have radioactive contamination, and are required by law to be stored, treated, or disposed of as radioactive waste.

1.82 Rates mean the fees and charges approved by the City for the Contractor's Collection Services.

1.83 Recovered Materials mean 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 Solid Waste. A Recovered Material does not include any material or substance that does not fit within one of the six categories described in this definition (metal, paper, glass, plastic, textile, or rubber). Among other things, Construction and Demolition Waste is not a Recovered Material.

1.84 Recyclable Materials mean those materials that are capable of being recycled and would otherwise be processed or disposed of as Solid Waste.

1.85 Recycling means any process by which materials that would otherwise have been Solid Waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.

1.86 Recycling Bin means a rectangular bin, approximately eighteen (18) gallons in capacity, that is made of heavy-duty hard plastic or other impervious material, and used for the storage and Collection of Source Separated Recyclable Materials.

1.87 Recycling Cart means a container that is made of heavy-duty hard plastic or other impervious material, with enclosed sides and a bottom, mounted on two wheels, equipped with a tight-fitting hinged lid, having a capacity of approximately one hundred (100) gallons or less, and used for the automated or semi-automated Collection of Source Separated Recyclable Materials.

1.88 Recycling Container means any container approved by the Administrator for the Collection of Recyclable Materials, including Recycling Bins and Recycling Carts.

1.89 Residential Collection Service means the Collection of Residential Waste from Class I Customers and Class II Customers.

1.90 Residential Curbside Customer means a Class I Customer that receives Collection Service at Curbside. A Residential Curbside Customer may reside in: (a) a single family Dwelling Unit; (b) a duplex, triplex, quadruplex, or mobile home; or (c) a Multi-Family Dwelling that cannot or should not receive Collection Service with a Mechanical Container, as determined by the Administrator.

1.91 Residential Customer means a Person that (a) occupies Residential Property in the Service Area or (b) owns or manages multiple Dwelling Units that are located on one parcel of Residential Property, which receives utility services from the City pursuant to a master billing account. Residential Customers are Class I Customers or Class II Customers.

1.92 Residential Mechanical Container Customer means a Class I or Class II Customer that receives Collection Service with a Mechanical Container.

1.93 Residential Property means each parcel of Improved Property in the Service Area that is used for residential purposes, including single family residences; duplex, triplex, and quadruplex apartments; apartment buildings; recreational vehicle lots contained within mobile home parks; mobile homes; condominium units; cooperatives established pursuant to Chapter 719, Florida Statutes; time-share apartments; and leased residential Premises of the classes described above, whether occupied or not. Property used exclusively as a recreational vehicle park, as defined in Section 513.01(10), Florida Statutes, shall be deemed Commercial Property.

1.94 Residential Waste means Garbage, Rubbish, Source Separated Recyclable Materials, Yard Waste, and Bulky Waste generated by a Residential Customer upon the Customer's Residential Property.

1.95 Roll-Off Container means a large metal container (i.e., typically with a capacity of 10, 20, 30 or 40 cubic yards) used for the Collection of Solid Waste or Source Separated Recyclable Material, which is rolled-off of a motor vehicle when the container is placed at a site and then rolled onto the vehicle when the container is ready to be transported to another location.

1.96 Rubbish means waste materials (other than Garbage, Yard Waste, and Bulky Waste) resulting from normal housekeeping activities on Residential Property and Commercial Property. Rubbish includes discarded trash, rags, sweepings, packaging, Recyclable Materials that are not source separated, and similar materials.

1.97 Scheduled Collection Day means an Operating Day when the Contractor is scheduled to collect a Customer's Source Separated Recyclable Materials or one of the components of the Customer's Solid Waste.

1.98 Service Area means the incorporated area of the City. The Service Area also includes the four (4) homes described in Section 4.3, subject to the conditions therein.

1.99 Set Out means the preparation and placement of Solid Waste and Source Separated Recyclable Materials for Collection at the Customer's Premises, in compliance with the requirements in this Agreement.

1.100 Sludge means the accumulated solids, residues and precipitates generated as a result of waste treatment or processing including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar disposal appurtenances or any other waste having similar characteristics.

1.101 Solid Waste means Sludge unregulated under the federal Clean Water Act or Clean Air Act, Sludge from a waste treatment works, water supply treatment plant, or air pollution control facility, or Garbage, Rubbish, refuse, Special Waste, or other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural or governmental operations. Solid Waste includes Biomedical Waste, Bulky Waste, Commercial Waste, Construction and Demolition Waste, Disaster Debris, Electronic Equipment, Garbage, Hazardous Material, Land Clearing Debris, Radioactive Waste, Recyclable Materials, Residential Waste, Rubbish, Tires, White Goods, and Yard Waste.

1.102 Source Separated Recyclable Materials mean Recyclable Materials that are separated from the Solid Waste at the location where they are generated (e.g., Residential Property) and then Set Out for Collection at that location.

1.103 Special Collection Services mean the Collection of discarded material in response to a Customer's request, at times other than the Customer's Scheduled Collection Day for such material, or in quantities that are greater than the amounts authorized herein for Collection on the Customer's Scheduled Collection Day. Special Collection Service also includes any service requested by a Customer that is in addition to or different than the normal Collection Service provided to similar Customers.

1.104 Tipping Fee means a fee that must be paid for the disposal of a Solid Waste or other material.

1.105 Tires mean discarded automotive, motor vehicle, and trailer tires, including rims, but excluding tires that have an inside diameter of 25 inches or greater.

1.106 Transition Period means the period of time between the Effective Date and the Commencement Date (January 1, 2017).

1.107 Transition Plan means a document describing in detail the activities that will be undertaken, and the schedule that will be followed, by the Contractor to ensure that the Contractor successfully provides the Contractor's Collection Services in compliance with this Agreement on and after the Commencement Date.

1.108 White Goods mean large discarded appliances (e.g., refrigerators, ranges, washing machines, clothes dryers, water heaters, freezers, microwave ovens, and air conditioners) that are generated by a Customer on the Customer's Improved Property where the White Goods are collected.

1.109 Yard Waste means vegetative matter resulting from yard and landscaping maintenance, including but not limited to shrub and tree trimmings, grass clippings, palm fronds, branches, and Bulky Yard Waste. Yard Waste does not include Land Clearing Debris.

SECTION 2: CONTRACTOR'S EXCLUSIVE FRANCHISE

2.1 EXCLUSIVE FRANCHISE GRANTED TO CONTRACTOR

Subject to the conditions and limitations contained in this Agreement, the Contractor is hereby granted an exclusive franchise to provide Residential Collection Service and Commercial Collection Service in the City. More specifically, the Contractor's franchise includes the exclusive right to collect: (a) Garbage, Rubbish, Yard Waste, Bulky Waste, and Source Separated Recyclable Materials that are generated on Residential Property and collected at Curbside; (b) Garbage, Rubbish, Bulky Waste, and Source Separated Recyclable Materials that are generated on Residential Property (i.e., Multi-Family Dwellings) where Garbage and Rubbish are collected in Mechanical Containers; (c) Garbage, Rubbish, and Bulky Waste generated on Commercial Property; and (d) Construction and Demolition Waste generated on Residential Property or Commercial Property. The Contractor shall have the sole right to provide these Collection Services in the City. The Contractor shall have the sole responsibility for providing these Collection Services in compliance with the requirements in this Agreement.

2.2 LIMITATIONS ON THE FRANCHISE

This Agreement only grants a franchise for the services and types of Solid Waste that are explicitly addressed herein. No other services or materials are subject to the Contractor's exclusive franchise under this Agreement. Among other things, the Contractor's franchise does not include the Collection of Yard Waste generated on (a) Residential Property where Garbage

and Rubbish are collected in Mechanical Containers or (b) Commercial Property. Section 21, below, identifies some of the other materials that are not subject to the Contractor's franchise.

2.3 ENFORCEMENT OF THE FRANCHISE

The City shall determine, in its sole discretion, the measures the City will use to ensure that the Contractor's exclusive rights under this Agreement are not infringed upon by a third party. The City also shall determine, in its sole discretion, how and when it will implement those measures. The Contractor shall have no right to compel the City to undertake any specific action to enforce or maintain the exclusivity of the Contractor's franchise.

SECTION 3: TERM OF THIS AGREEMENT

3.1 INITIAL TERM OF FRANCHISE AGREEMENT

This Agreement shall take effect and be binding upon the Parties from the Effective Date until the date when this Agreement is terminated or expires. The initial term of this Agreement shall begin on the Effective Date and shall expire on September 30, 2024, unless this Agreement is terminated earlier.

3.2 CITY'S OPTION TO RENEW THE FRANCHISE

The Commission shall have the right to renew and extend this Agreement, at the end of the initial term of this Agreement and at the end of each renewal term (if any), unless the Contractor gives written notice to the City pursuant to Section 74, below, that the Contractor is not willing to renew this Agreement and such notice is delivered at least three hundred and sixty (360) calendar days before the end of the then current term of the Agreement. Each renewal term shall be one year in duration, unless the City and Contractor mutually agree to a longer term, but the cumulative duration of all renewal terms shall not exceed five (5) years. During each renewal term the City and the Contractor shall be subject to the conditions and limitations that are contained herein, unless the City and the Contractor agree otherwise.

Any renewal of this Agreement must be approved by the Commission. The renewal shall constitute an amendment to this Agreement, which must be adopted by the Commission in an ordinance.

SECTION 4: THE SERVICE AREA

4.1 DESCRIPTION OF THE SERVICE AREA

The Service Area includes all of the land located within the incorporated area of the City. A general map of the Service Area is provided in Exhibit 1. A legal description of the Service Area is contained in Exhibit 2.

4.2 ADJUSTMENTS TO THE SERVICE AREA

The boundaries of the Service Area may be adjusted if lands are added to or removed from the City pursuant to an annexation, interlocal agreement, or similar change after the Effective Date. In such cases, the rights of the Contractor may be revised in accordance with Section 171.062, Florida Statutes, or other Applicable Laws.

The annexation of land to the City after the Effective Date may require the Contractor to provide Collection Services in the annexed area or, in the alternative, such area may be served by another Person. In either case, the Contractor shall provide its services in the City (with or without the annexed area) for the Rates established in this Agreement. There shall be no change in the Contractor's Rates if Collection Service in the newly annexed area is provided by another Person.

4.3 SERVICE IN BROWARD COUNTY

The Contractor shall provide Residential Collection Service at Curbside for four (4) single family homes that are located in the unincorporated area of Broward County, unless the Administrator instructs the Contractor otherwise. The street addresses for these four (4) homes are provided in Exhibit 3. The Service Area shall be deemed to include these four (4) homes, unless the Administrator instructs the Contractor to terminate its Collection Services to these homes.

SECTION 5: CONTRACTOR'S OBLIGATIONS PRIOR TO COMMENCEMENT DATE

5.1 CONTRACTOR'S TRANSITION PLAN

Contractor shall ensure that the Customers do not experience any delay or disruption in service when the Contractor begins to provide its Collection Services on the Commencement Date. To help accomplish this task, Contractor shall prepare and provide the Administrator with a Transition Plan in compliance with the requirements herein. At a minimum, the Transition Plan must demonstrate that the Contractor will hire and train the necessary personnel, and procure and prepare the necessary vehicles and equipment, to enable the Contractor to provide its Collection Services successfully on January 1, 2017 and all times thereafter. The Transition Plan shall contain a detailed description of the steps the Contractor will take, and the schedule for completing those steps, as the Contractor prepares for the Commencement Date. Among other things, the Transition Plan shall identify and describe: (a) the number and types of Collection vehicles, Mechanical Containers, Garbage Carts, and Recycling Carts the Contractor will need to have on hand before January 1, 2017; (b) how and when the Contractor will provide its Mechanical Containers, Garbage Carts, and Recycling Carts to the Customers; and (c) how and when the Contractor will provide additional personnel, vehicles, and equipment to serve the City if the Contractor needs additional resources on or after the Commencement Date. The Transition Plan is subject to the approval of the Administrator. If requested, the Contractor shall revise the Plan within twenty (20) calendar days and resubmit the Plan for the Administrator's review and approval.

5.2 DEADLINES FOR THE CONTRACTOR'S TRANSITION PLANNING

The Contractor shall address the following performance requirements in the Transition Plan and the Contractor shall satisfy these requirements no later than the following deadlines:

- (a) On or before July 25, 2016, Contractor shall provide the Administrator with a Transition Plan, which shall include a Collection Plan that complies with the requirements in Section 23, below.
- (b) On or before July 29, 2016, Contractor and City shall meet and discuss the Transition Plan, the Collection Plan, and any other matters that will help ensure the successful implementation of this Agreement.

- (c) On or before August 15, 2016, Contractor shall provide the Administrator with purchase orders or other documentation demonstrating that all necessary Collection vehicles, equipment, Garbage Carts, and other Collection Containers have been ordered and will be delivered to Contractor's local equipment yard no later than December 5, 2016.
- (d) On or before September 15, 2016, Contractor shall provide the Administrator with a detailed plan for the distribution of all Collection Containers that will be provided to: (1) Commercial Customers; (2) Customers in Multi-Family Dwellings that will receive Collection Service with Mechanical Containers; and (3) Customers that receive Collection Service for Construction and Demolition Waste.
- (e) On or before September 15, 2016, the Contractor shall provide the Administrator with a detailed plan for the assembly and delivery of Garbage Carts to all Customers that will receive Automated Collection Service at Curbside.
- (f) On or before September 30, 2016, the Contractor shall provide the Administrator with: (1) a copy of the standard form contract that the Contractor intends to use pursuant to Section 33.1, below; and (2) written confirmation that the Contractor has hired the District Manager.
- (g) On or before October 3, 2016, the Contractor shall provide the Administrator with electronic (digital) copies of the notices, brochures, and informational materials the Contractor intends to deliver to Customers concerning the Collection Services it will provide under this Agreement. The notices, brochures, and informational materials shall be designed to satisfy the requirements in Section 35, below. The notices, brochures, and informational materials shall be subject to the Administrator's approval and shall be delivered in compliance with the requirements in Section 35.
- (h) On or before November 1, 2016, Contractor shall provide the Administrator with a written safety plan covering all aspects of the Contractor's operations under this Agreement, in compliance with the requirements of Section 22, below. The Contractor also shall provide the Administrator with a Contingency Plan, pursuant to Section 37.4, below.
- (i) On or before December 5, 2016, the Contractor shall confirm in writing to the Administrator that all of the vehicles, equipment, Garbage Carts, and other Collection Containers necessary to provide Collection Service have been delivered to the Contractor's local equipment yard.
- (j) On or before December 9, 2016, the Contractor shall have its supervisors, drivers, and other relevant personnel familiarize themselves with the proposed routes and schedules for providing Collection Service in the City. The supervisors, drivers, and other relevant personnel shall drive each street on each route to ensure that the proposed routes and schedules for Collection Services are appropriate.
- (k) On or before December 16, 2016, Contractor and the Administrator shall meet and discuss the status of Contractor's Transition Plan and its implementation. On or before December 16, 2016, the Contractor shall demonstrate that its computer systems are fully operational and capable of tracking complaints and requests for service in compliance with the requirements in Sections 31.1.4 and 31.1.5, below.

- (l) On or before December 19, 2016, Contractor shall confirm in writing to the Administrator that all of the vehicles necessary to provide Collection Service have been registered, licensed, tagged, and equipped, and are ready to perform in compliance with the requirements of this Agreement.
- (m) On or before December 23, 2016, Contractor shall provide the Administrator with: (1) a list that shows the make, model, year, tare weight, license tag number, and identification number for each Collection vehicle; and (2) a list that shows the identification number and capacity of each Mechanical Container that will be used by the Contractor under this Agreement. On or before December 23, 2016, the Collection Plan shall be updated to include this information, pursuant to Section 23.6, below.
- (n) On or before December 27, 2016, Contractor shall confirm in writing to the Administrator that: (1) the Contractor has delivered the City-approved notices, brochures, and informational materials to all of the Customers in compliance with this Agreement, including the deadlines in Section 35.1, below; (2) Contractor has hired and trained all of the employees needed to provide Collection Service in compliance with the requirements in this Agreement; (3) all of the Contractor's drivers have inspected their routes for providing Collection Service; and (4) all of the Contractor's drivers have confirmed their ability to complete their routes on time on the Scheduled Collection Days.
- (o) On or before December 29, 2016, Contractor shall confirm in writing to the Administrator that it has delivered Garbage Carts to all of the Residential Customers that will receive Automated Collection Service.
- (p) On or before December 30, 2016, Contractor shall confirm in writing to the Administrator that it has delivered all of the Collection Containers needed to provide Collection Service in compliance with this Agreement for: (1) Commercial Customers; (2) Residential Customers that use Mechanical Containers; and (3) Customers that receive Collection Service for Construction and Demolition Waste. Further, on or before December 30, 2016, Contractor shall confirm in writing to the Administrator that it has removed all of the Igloo Containers identified in Exhibit 13 and replaced the Igloo Containers with Recycling Carts or Mechanical Containers for Recyclable Materials, pursuant to Section 36.10, below.
- (q) On or before December 30, 2016, the Contractor shall confirm in writing to the Administrator that the Contractor has at least One Thousand (1,000) Garbage Carts in inventory at its local equipment yard. The Garbage Carts shall be approximately sixty-four (64) gallons in capacity and shall be available for exchanges pursuant to Section 27.4, below.

SECTION 6: GENERAL SCOPE OF CONTRACTOR'S DUTIES AFTER COMMENCEMENT DATE

This Section 6 describes the general scope of the Contractor's duties under this Agreement. The general requirements in this Section 6 are supplemented by the specific requirements in the other sections of this Agreement. Subject to the conditions contained herein, the Contractor shall:

- (a) collect and transport all of the Residential Waste, Commercial Waste, and Construction and Demolition Waste generated by Customers in the Service Area;
- (b) provide Collection Service for the City's facilities and Community Events;
- (c) deliver all of the Solid Waste and Source Separated Recyclable Material it collects pursuant to this Agreement to Designated Facilities;
- (d) comply at all times with the requirements in this Agreement and Applicable Law;
- (e) provide all labor, services, supervision, materials, and equipment necessary to accomplish the Contractor's work under this Agreement; and
- (f) perform all of its work and satisfy all of its obligations under this Agreement at Contractor's sole expense, in exchange only for the payments by the City and Customers that are expressly authorized herein.

SECTION 7: CONTRACTOR'S SPECIFIC COLLECTION SERVICES

7.1 GENERAL REQUIREMENTS FOR RESIDENTIAL COLLECTION SERVICE AT CURBSIDE

The Contractor shall provide the following services to each Customer that is entitled to receive Residential Collection Service at Curbside:

- 7.1.1 Garbage and Rubbish shall be collected at Curbside two (2) times each week.
- 7.1.2 Source Separated Recyclable Materials shall be collected at Curbside once each week. This service shall be provided to a Customer on one of the days when the Customer's Garbage is collected.
- 7.1.3 Bulky Waste and Bulky Yard Waste shall be collected at Curbside once each week. This service shall be provided to a Customer each week on the first day when the Customer receives Collection Service for Garbage. For example, if a Customer receives Collection Service for Garbage on Mondays and Thursdays, that Customer shall receive Collection Service for Bulky Waste and Bulky Yard Waste on Mondays.
- 7.1.4 **Reserved.**
- 7.1.5 **Reserved.**
- 7.1.6 Subject to the conditions and limitations contained herein, the Contractor shall collect all of the Garbage, Rubbish, Source Separated Recyclable Materials, Bulky Waste, Yard Waste, and Bulky Yard Waste that is Set Out at Curbside by a Residential Curbside Customer. However, the Administrator shall grant relief from this requirement if the Administrator confirms that a Residential Customer is disposing of Solid Waste generated by a commercial business or enterprise. Further, the Contractor is not obligated by this Agreement to collect Land Clearing Debris.

7.2 RESIDENTIAL COLLECTION SERVICE AT CURBSIDE FOR GARBAGE AND RUBBISH

- 7.2.1 On and after January 1, 2017, the Contractor shall use Automated Collection Service and Garbage Carts to collect Garbage and Rubbish from Residential Curbside Customers, except in areas that the City designates for manual Collection Service with Garbage Cans. The areas that may be designated for manual Collection Service with Garbage Cans are identified in Exhibit 14. Exhibit 14 identifies the approximate locations of eighty-one (81) townhomes and condominiums that receive Residential Collection Service at Curbside, where it may be difficult to use Automated Collection Service. The Contractor shall use commercially reasonable efforts to provide Automated Collection Service to all Residential Customers that receive Collection Service at Curbside. However, after consultation with the Contractor, the City will designate areas that should receive manual Collection Service.
- 7.2.2 If a Residential Curbside Customer receives manual Collection Service with Garbage Cans, the Contractor shall collect all of the Garbage and Rubbish that the Customer Sets Out at Curbside in Garbage Cans and Plastic Bags. The Contractor also shall collect all of the Rubbish that the Customer Sets Out at Curbside in paper bags.
- 7.2.3 If a Residential Curbside Customer receives Automated Collection Service with Garbage Carts, the Contractor shall collect all of the Garbage and Rubbish that the Customer Sets Out at Curbside in Garbage Carts. However, the Contractor is not obligated to collect Garbage and Rubbish that is outside of the Garbage Carts, or in Garbage Cans, Plastic Bags, or paper bags.

7.3 RESIDENTIAL COLLECTION SERVICE AT CURBSIDE FOR RECYCLABLE MATERIALS

- 7.3.1 On and after January 1, 2017, the Contractor shall use Automated Collection Service and Recycling Carts to collect Source Separated Recyclable Materials from Residential Curbside Customers, except in areas that the City designates for manual Collection Service with Recycling Bins. The areas currently designated for manual Collection Service with Recycling Bins are identified in Exhibit 15. The City will not designate any other areas for manual Collection Service unless the Contractor requests such designation and demonstrates that the designation is appropriate.
- 7.3.2 If a Residential Curbside Customer receives manual Collection Service with Recycling Bins, the Contractor shall collect all of the Source Separated Recyclable Materials that the Customer Sets Out at Curbside in Recycling Bins. The Contractor also shall collect all of the Source Separated Recyclable Materials that the Customer Sets Out at Curbside in containers that are similar to the City's Recycling Bins. Further, the Contractor shall collect all of the cardboard that the Customer Sets Out at Curbside, provided the cardboard is cut or folded into pieces no larger than three (3) feet by three (3) feet.
- 7.3.3 If a Residential Curbside Customer receives Automated Collection Service with Recycling Carts, the Contractor shall collect all of the Source Separated Recyclable

Material that the Customer Sets Out in Recycling Carts, but the Contractor is not obligated to collect any Source Separated Recyclable Materials that are placed outside of the Customer's Recycling Carts.

- 7.3.4 At a minimum, the Contractor shall collect all of the Source Separated Recyclable Materials that are accepted and recycled by the Designated Facility for Recyclable Materials, including: (a) newspapers, cardboard, magazines, phone books, paper, cereal boxes, and other similar fiber products; (b) ferrous and nonferrous cans and beverage containers; (c) plastic bottles and containers (Nos. 1 through 7, but not styrofoam); (d) glass bottles and containers; (e) aseptic or poly-coated food and beverage containers; and (f) any other Recyclable Materials that are jointly designated by the Administrator and the Contractor for Collection. Exhibit 9 provides examples of the Recyclable Materials that shall be collected by the Contractor.
- 7.3.5 Notwithstanding anything else contained herein, the Administrator may conclude that some Residential Customers shall not receive Collection Service for Recyclable Materials. In such cases, the Administrator shall notify the Contractor that Collection Services for Recyclable Materials shall not be provided to the Dwelling Units where such Customers reside.

7.4 RESIDENTIAL COLLECTION SERVICE AT CURBSIDE FOR BULKY WASTE

- 7.4.1 The Contractor shall collect all of the Bulky Waste that is Set Out at Curbside by Residential Curbside Customers. There is no limit on the size, weight, or quantity of Bulky Waste that may be Set Out, except as provided in Section 7.4.2. Notwithstanding the foregoing requirement, the Contractor is not obligated to collect a piece of Bulky Waste that is too large or too heavy to safely load and transport in a clamshell truck.
- 7.4.2 If a Residential Curbside Customer places Construction and Demolition Waste from a "do-it-yourself" project at Curbside, the Contractor shall collect the Construction and Demolition Waste as Bulky Waste. The Contractor shall notify the Administrator if the Contractor believes a Residential Curbside Customer is placing excessive amounts of Construction and Demolition Waste at the Curbside and should be using a Mechanical Container for the Collection of such waste.

7.5 RESIDENTIAL COLLECTION SERVICE AT CURBSIDE FOR YARD WASTE

- 7.5.1 The Contractor shall collect all of the Yard Waste that is Set Out at Curbside by Residential Curbside Customers, including Yard Waste that is Set Out (a) in Garbage Cans by Customers that receive manual Collection Service and (b) in Garbage Carts by Customers that receive Automated Collection Service.
- 7.5.2 The Contractor shall collect the Customer's Yard Waste, regardless of the length, width, or diameter of any single piece of Yard Waste. Notwithstanding the foregoing, the Contractor is not obligated to collect any single piece of Bulky Yard Waste if it is too large or too heavy to safely load and transport in a clamshell truck.

- 7.5.3 The Contractor shall collect any natural Christmas tree that is Set Out at Curbside.
- 7.5.4 Notwithstanding anything else contained herein, the Contractor is not required to collect Land Clearing Debris.
- 7.5.5 If the Contractor elects to leave any Yard Waste or Land Clearing Debris at Curbside, the Contractor shall place a Non-Collection Notice on the remaining material or on the Customer's doorknob, in compliance with Section 15.1, below.
- 7.5.6 The Contractor may collect and combine Yard Waste, Bulky Yard Waste, and Bulky Waste in the same vehicle.

7.6 RESERVED.

7.7 RESIDENTIAL COLLECTION SERVICE AT CURBSIDE FOR EXCESS AND OVERSIZED MATERIALS

This Agreement does not require the Contractor to collect certain items of Bulky Waste or Bulky Yard Waste. At its option, however, the Contractor may collect such materials as part of its routine Collection Service for Residential Customers. The Contractor also may collect such materials as a Special Collection Service, pursuant to Section 7.11, below, if the Customer requests such service.

7.8 RESIDENTIAL BACK DOOR SERVICE

The Contractor shall provide Back Door Service to a disabled Customer if: (a) the Customer is entitled to receive Residential Curbside Collection Service; (b) the Customer has requested and the Director has approved Back Door Service; and (c) the City has given written notice instructing the Contractor to provide Back Door Service to the disabled Customer. If these criteria are satisfied, Back Door Service shall be provided at no additional cost to the City or Customer. The Customer's Garbage and Rubbish shall be collected at the Customer's side yard, back yard, or other location that is mutually acceptable to the Contractor and the Customer. However, the Contractor is not required to provide Back Door Service for the collection of Bulky Waste or Yard Waste. The Contractor shall provide Back Door Service to the Customer on the Scheduled Collection Days when Residential Collection Service would otherwise be provided to the Customer. The Administrator shall not approve Back Door Service for any Customer pursuant to this Section 7.8 unless the Administrator receives a letter from a physician or similar documentation confirming that the Customer is physically unable to use the regular Residential Collection Service that is provided at Curbside, and written confirmation from the Customer that there are no able-bodied Persons residing with the Customer.

7.9 RESIDENTIAL COLLECTION SERVICE FOR MULTI-FAMILY DWELLINGS

- 7.9.1 The Administrator shall have the exclusive authority to determine whether a Residential Customer residing in a Multi-Family Dwelling must Set Out its Garbage and Rubbish at Curbside or in a Mechanical Container.
- 7.9.2 If a Residential Customer resides in a Multi-Family Dwelling and receives Collection Service at Curbside, the Contractor shall serve that Customer in compliance with the provisions in Sections 7.1 through 7.8, above.
- 7.9.3 The Contractor shall provide the following services to each Residential Customer that resides in a Multi-Family Dwelling and receives Collection Service with a Mechanical Container:
- (a) The Contractor shall collect all of the Customer's Garbage and Rubbish at the Customer's Premises at least two (2) times each week.
 - (b) The Contractor shall provide Recycling Carts or Mechanical Containers for the Collection of the Customer's Source Separated Recyclable Materials. The Contractor shall collect all of the Source Separated Recyclable Materials that are placed into the Customer's Recycling Containers. The Contractor also shall collect all of the cardboard that is placed next to the Customer's Recycling Containers. Source Separated Recyclable Materials shall be collected at least once each week at each Multi-Family Dwelling.
 - (c) At Multi-Family Dwellings where Garbage and Rubbish are collected with a Mechanical Container, the Contractor and the Customer shall jointly designate a location where Bulky Waste will be collected. The designated location should be (a) next to the Mechanical Containers or (b) a place where the Contractor's vehicles can obtain access and, if possible, the Bulky Waste will be screened from public view. The Contractor shall collect all of the Bulky Waste that a Customer places in the designated location. There is no limit on the size, weight, or quantity of Bulky Waste that a Customer may Set Out. Bulky Waste shall be collected once each week on a Scheduled Collection Day. At Multi-Family Dwellings where Garbage and Rubbish are collected with a Mechanical Container, the Scheduled Collection Day for Bulky Waste may be any Operating Day (i.e., Monday through Saturday).
 - (d) The Contractor is not obligated by this Agreement to provide a separate Collection Service for Yard Waste that is generated at Multi-Family Dwellings where Mechanical Containers are used for the Collection of Garbage and Rubbish. However, the Contractor shall collect any Yard Waste or natural Christmas trees that Residential Customers place in the Mechanical Containers at their Multi-Family Dwelling. The Contractor also shall collect Christmas trees that are placed next to the Mechanical Container.
 - (e) Notwithstanding anything else contained herein, the Contractor is not required to collect: (a) any piece of Bulky Waste or Bulky Yard Waste that is too large or heavy to safely load and transport in a clamshell truck; or (2) Land Clearing Debris.

- (f) At the Administrator's request, the Contractor shall provide alternate methods of collecting Bulky Waste at Multi-Family Dwellings (e.g., Roll-Off Containers) when the Administrator determines that it is appropriate to do so. The Administrator's request for such service shall be made on a case-by-case basis, after receiving the Contractor's comments about the feasibility and appropriateness of using the alternate method. The Contractor also may recommend and implement alternate methods of collecting Bulky Waste at Multi-Family Dwellings, subject to the Administrator's approval.

7.10 COMMERCIAL COLLECTION SERVICES

The Contractor shall provide the following Collection Services for Commercial Customers:

- 7.10.1 Commercial Collection Service with Mechanical Containers – The Contractor shall collect all of the Commercial Waste that is Set Out in a Mechanical Container by a Commercial Customer. This service shall be provided at least twice each week, unless the Administrator approves a less frequent schedule.
- 7.10.2 Commercial Collection Service with Garbage Carts – The Contractor shall collect all of the Commercial Waste that a Commercial Customer Sets Out in a Garbage Cart. This service shall be provided at least twice each week, unless the Administrator approves a less frequent schedule for Collection. A Garbage Cart may be used to provide Commercial Collection Service in those cases where a Mechanical Container is too large to fit on the Customer's Premises, too large for the Customer's needs, or otherwise unsuitable. The Administrator shall have the exclusive authority to determine whether a Commercial Customer must use a Mechanical Container or a Garbage Cart.
- 7.10.3 Collection Service for Construction and Demolition Waste – The Contractor shall provide Collection Service for Construction and Demolition Waste within the Service Area. The frequency of Collection shall be determined by the Customer and the Contractor.

7.11 SPECIAL COLLECTION SERVICES

The Contractor shall provide Special Collection Service for Garbage, Bulky Waste, and other materials when such services are requested by a Customer or the Administrator. The Special Collection Services shall include all of the services described in Exhibit 6. The frequency of service shall be determined by the Customer and Contractor, subject to the Administrator's approval.

7.12 COLLECTION SERVICES FOR THE CITY

The Contractor shall provide Collection Services for the City in compliance with the requirements in Section 36, below.

7.13 OPTIONAL BENEFITS AND SERVICES

The Contractor shall provide additional services to the City in compliance with the requirements in Section 77 (below) and Exhibit 17. These services were proposed by the Contractor as

“optional benefits” for the City. These optional benefits were a material inducement to the City and are part of the consideration provided to the City for entering into this Agreement.

SECTION 8: HOURS AND DAYS OF CONTRACTOR’S COLLECTION SERVICES

- 8.1** The Contractor may provide Collection Service to Residential Customers every day of the year, except Sundays and Holidays. The Contractor shall offer, and upon request shall provide, Collection Services to Commercial Customers every day of the year.
- 8.2** The Contractor shall not provide Residential Collection Service at Curbside before 7:00 a.m. or after 7:00 p.m. The Contractor shall not provide Residential Collection Service with Mechanical Containers before 7:00 a.m. or after 7:00 p.m.
- 8.3** Before 7:00 a.m. and after 7:00 p.m., Contractor shall not provide Collection Service to Commercial Customers that use Mechanical Containers located within two hundred (200) feet of Residential Property. Contractor may provide Commercial Collection Service at other locations at any reasonable time. If the City receives complaints about the noise or disturbance caused by the Contractor’s Commercial Collection Service at a particular location, and such service is provided before 7:00 a.m. or after 7:00 p.m., the Administrator may restrict the times for the Contractor’s Collection Services at that location, without increasing the Contractor’s Rates.
- 8.4** Notwithstanding anything else contained herein, the hours and days of Collection Service may be extended or reduced (a) when such change is requested by the Contractor and approved in advance by the Administrator and (b) when the Administrator determines that such change is necessary or otherwise appropriate to protect the public health, safety, or welfare.

SECTION 9: SCHEDULES AND ROUTES FOR COLLECTION SERVICE

9.1 SCHEDULES AND ROUTES

The Contractor shall establish Collection routes and schedules that satisfy the requirements of this Agreement and maximize the efficiency of the Contractor’s operations. Subject to these considerations, the Contractor shall attempt to ensure that the Contractor’s Collection Plan minimizes the changes to the Collection schedules and routes used for Residential Customers before the Commencement Date.

The routes established under this Agreement shall be separate from the routes the Contractor uses for the Collection of Solid Waste and Source Separated Recyclable Materials generated outside of the Service Area (e.g., in the unincorporated area of Broward County or in another municipality). The Contractor shall submit its proposed Collection routes and schedules to the Administrator as part of the Contractor’s Collection Plan. (See Section 5.2(a) and Section 23.) The proposed Collection routes and schedules shall be subject to the Administrator’s approval. After approval is granted, the Contractor shall provide Collection Services in accordance with the approved routes and schedules in the Collection Plan.

9.2 SCHEDULES FOR TWICE WEEKLY SERVICE

Whenever the Contractor is required to provide Residential Collection Service two (2) times each week pursuant to this Agreement, the Scheduled Collection Days shall be seventy-two (72) hours apart, unless the Administrator approves a different schedule.

SECTION 10: CHANGES TO COLLECTION SCHEDULES AND ROUTES

10.1 NO CHANGES WITHOUT ADMINISTRATOR'S APPROVAL

After the Commencement Date, the Contractor shall not change a Collection route, a Collection schedule, or the method of providing Collection Service until the Contractor receives the Administrator's written approval for the proposed change. The Contractor shall submit a description of all proposed route and schedule changes to the Administrator at least thirty (30) calendar days prior to the implementation of such changes, unless a shorter timetable is approved by the Administrator.

10.2 HOLIDAY SCHEDULES

10.2.1 The Contractor is not required to provide Collection Service to Residential Customers on a Holiday (e.g., Christmas Day).

10.2.2 If a Residential Curbside Customer's Scheduled Collection Day for Garbage falls on a Holiday, the Contractor does not need to collect the Customer's Garbage until the next Scheduled Collection Day for the Collection of the Customer's Garbage. Consequently, the Customer will receive Collection Service for Garbage only one time during the week of the Holiday. On the Customer's next Scheduled Collection Day for Garbage, the Contractor shall collect all of the Garbage that is Set Out in Plastic Bags and Garbage Cans at Curbside, in addition to collecting the waste in the Customer's Garbage Cart (if any).

10.2.3 If a Residential Curbside Customer's Scheduled Collection Day for Bulky Waste, Yard Waste, or Source Separated Recyclable Materials (i.e., items that are collected once each week) falls on a Holiday, the Contractor may delay the Collection of such material until the next Scheduled Collection Day for that type of material. Consequently, the Customer will not receive Collection Service for such material during the week of the Holiday.

10.2.4 Notwithstanding the other provisions in this Section 10.2, the Contractor may propose and the Administrator may approve alternate schedules for the Collection of Residential Waste immediately before and after a Holiday.

10.3 PUBLIC NOTICE OF CHANGES

If the Administrator approves a change in the Contractor's schedules or routes, the Contractor shall provide all affected Customers with notice of the change and shall comply with the applicable requirements in Section 35, below, unless a different notice is approved by the Administrator.

10.4 NOTICE OF TEMPORARY DELAYS

The Contractor shall inform the Administrator about any event (e.g., disabled trucks, accidents, or shortage of staff) that will cause delays in the Contractor's normal Collection schedule and the Contractor shall provide such notice within two (2) hours of the event.

10.5 NO DELAYS EXCUSED FOR FLUCTUATIONS IN SOLID WASTE QUANTITIES

The quantity of Solid Waste generated in the City may fluctuate during each Operating Year and from year-to-year. These fluctuations will not justify or excuse a failure by the Contractor to provide Collection Service in compliance with the approved schedules and routes. The Contractor is responsible for the timely Collection of all of the Solid Waste and Source Separated Recyclable Material that is Set Out on the Scheduled Collection Days, subject to the conditions herein, regardless of any fluctuations in the amount of material that is Set Out.

SECTION 11: ADMINISTRATOR'S AUTHORITY TO CHANGE COLLECTION SERVICES

- 11.1** If a Customer will receive Collection Service with a Mechanical Container, the Contractor and the Customer initially shall determine the size of the Mechanical Container that will be used. The Contractor and Customer also shall determine the frequency of Collection Service, provided that the frequency complies with the minimum requirements in this Agreement (i.e., at least twice each week, unless the Administrator approves less frequent Collection Service or the Contractor is providing Collection Service for Construction and Demolition Waste).
- 11.2** For each Customer receiving Collection Service with a Mechanical Container on the Commencement Date, the Contractor shall provide a Mechanical Container that is at least as large as the Mechanical Container used by the Customer before the Commencement Date, unless the Contractor receives the Administrator's prior written approval to use a smaller size.
- 11.3** The Administrator shall have the right to increase or decrease the frequency of any Collection Service, and the size and number of the Collection Containers used by any Customer. The size of the Collection Container and the frequency of Collection Service provided to a Customer shall be sufficient to ensure that the Collection Container is not overfilled, and Solid Waste is not placed outside the Collection Container, between Scheduled Collection Days.
- 11.4** If the Contractor and a Customer cannot agree about the size of the Collection Container or the frequency of Collection Service for the Customer's Premises, the Contractor or the Customer may notify the Administrator about their dispute. In such cases, the Administrator shall determine whether it is necessary to change the frequency of service or the size of the Collection Container, and the Contractor shall provide its service in compliance with the Administrator's determination. The Customer shall pay the appropriate Rates for the Contractor's Collection Service, whether the level of service is increased or decreased.

SECTION 12: THE CUSTOMER LIST

- 12.1** The City shall prepare a Customer List, which identifies each Customer that is entitled to receive Collection Service from the Contractor pursuant to this Agreement. The Customer List shall be based on the City's billing records for the City's utility services. No later than November 1, 2016, the Contractor shall review the Customer List and confirm to the Administrator that the list is accurate and complete. If the Contractor believes the Customer List is inaccurate or

incomplete, the Contractor shall promptly notify the Administrator about any proposed additions, deletions, or other revisions to the Customer List.

- 12.2 The Contractor shall have an affirmative duty to help ensure that the Customer List is accurate at all times after the Commencement Date. The Contractor shall notify the Administrator within five (5) Operating Days if the Contractor begins to provide Collection Service to a Person or Dwelling Unit that is not included in the Customer List. The Contractor also shall notify the Administrator within five (5) Operating Days if the Contractor identifies a Person or Dwelling Unit that should be added to or deleted from the Customer List.
- 12.3 The Administrator shall notify the Contractor promptly after (a) a Certificate of Occupancy is issued by the City for a new Dwelling Unit or Improved Property that should be added to the Customer List and (b) the City determines it is appropriate to provide Collection Service to such Dwelling Unit or Improved Property. After receiving this notification, the Contractor shall begin to provide Residential Collection Service to the Dwelling Unit or Improved Property within two (2) Operating Days.
- 12.4 The Administrator shall notify the Contractor if the City wants the Contractor to terminate its Collection Service to a Customer. The Contractor shall terminate its Collection Service within two (2) Operating Days after receiving the Administrator's notice. If the Customer is sharing a Mechanical Container with other Customers, the Contractor must allocate its charges to the remaining Customers that will continue to receive Collection Service, and the Contractor shall inform the Administrator about the reallocation of charges so that the City may bill the remaining Customers appropriately.
- 12.5 The City shall update the Customer List at least once each Operating Month. The City shall adjust the Customer List to correspond with the occupancy of existing and new buildings, as well as the demolition of old buildings. A new Dwelling Unit or Improved Property shall be deemed to be occupied when a Certificate of Occupancy has been issued and the Administrator requests the Contractor to provide Collection Service to the new Dwelling Unit or Improved Property. At a minimum, the updated Customer List shall identify the changes in occupancy that occurred two (2) months before the list was updated. For example, when the list is updated in June of each Operating Year, the list shall at least reflect the addition of new buildings and the demolition of old buildings in April of the same year.

SECTION 13: PROPER COLLECTION PROCEDURES FOR CONTRACTOR

- 13.1 When providing Collection Services, the Contractor shall thoroughly empty the Customer's Collection Containers and return them in an upright position to the location where they were placed by the Customer. The Contractor shall not place a Collection Container in a location where the container blocks vehicular access to a road, alley, or driveway.
- 13.2 After the Contractor empties a Collection Container that has a lid, the Contractor shall place the lid back on top of the Collection Container and close it securely.
- 13.3 The Contractor shall handle Collection Containers carefully and in a manner to prevent damage. Garbage Cans, Garbage Carts, Recycling Containers, and their lids shall not be tossed or thrown by the Contractor.
- 13.4 The Contractor shall provide Collection Services with as little noise and disturbance as possible.

- 13.5** The Contractor shall be responsible for the proper handling of any White Goods and Electronic Equipment that the Contractor collects. The Contractor shall take appropriate steps to minimize the release of Freon, coolants, and other similar materials from White Goods. Among other things, the Contractor shall not crush or compact any White Goods or Electronic Equipment that the Contractor collects, if such materials are Set Out separately for Collection. A Customer is not required to remove Freon, coolants, or other similar materials from White Goods before the White Goods are Set Out; the Contractor is not required to remove such materials from the White Goods before the White Goods are placed in the Contractor's vehicles.

SECTION 14: RESTRICTIONS ON COLLECTION OF MIXED LOADS

- 14.1** During the Collection process, Garbage and Rubbish may be collected and combined together by the Contractor.
- 14.2** During the Collection process, each one of the following materials shall be handled separately by the Contractor and shall not be combined with any other type of material, without the Administrator's prior approval: Source Separated Recyclable Materials; and Construction and Demolition Waste. The Contractor shall have no obligation to separate these materials if a Customer placed them in a Collection Container with other types of Solid Waste.
- 14.3** During the Collection process, Bulky Waste, Yard Waste (including Bulky Yard Waste), and White Goods may be collected and transported together in the Contractor's Collection vehicles. However, the Contractor shall not combine Bulky Waste, Yard Waste, or White Goods with Garbage, Rubbish, or Source Separated Recyclable Materials.
- 14.4** During the Collection process, the Contractor shall not combine Residential Waste or Commercial Waste collected in the Service Area with Solid Waste or other materials collected outside of the Service Area.
- 14.5** During the Collection process, the Contractor shall not combine Residential Waste collected in the Service Area with Commercial Waste.
- 14.6** The Contractor shall not collect Source Separated Recyclable Materials with a vehicle that is used for the Collection of Solid Waste.
- 14.7** Notwithstanding the foregoing, the Administrator may waive any of the restrictions in this Section 14 and thus allow the Contractor to combine different types of Solid Waste, if the Administrator determines that the waiver will be in the public interest. In such cases, the Contractor shall file a petition with the Administrator, describing the specific procedures that will be established to properly account and pay for the management of the mixed materials. The Administrator may grant or deny the petition, in his or her sole discretion, but any waiver must be in writing.

SECTION 15: NON-COLLECTION PROCEDURES

- 15.1** The Contractor must take all commercially reasonable measures to collect a Customer's Solid Waste and Source Separated Recyclable Materials in compliance with the requirements in this Agreement. Nonetheless, the Parties recognize that the Contractor may refuse to collect a Customer's materials in some cases. The Contractor shall place a Non-Collection Notice on a

Customer's Collection Container if the Contractor decides that the Contractor will not collect the Customer's waste because the waste was not Set Out in compliance with the applicable requirements in this Agreement. If the Contractor does not place a Non-Collection Notice on the Customer's Collection Container, and fails to collect the materials in the Customer's Collection Container, the Administrator may require the Contractor to return to the Customer's Premises promptly and collect the waste. If the Administrator notifies the Contractor before 12 p.m. (noon), the Collection shall be completed before the end of that Operating Day. If the Administrator notifies the Contractor after 12:00 p.m. (noon), the Collection shall be completed before noon on the next Operating Day.

- 15.2** The Contractor is responsible for determining whether a Customer's Recycling Container contains Non-Conforming Material or excessively contaminated Recyclable Materials. The Contractor may leave Non-Conforming Material and excessively contaminated Recyclable Materials in the Recycling Container, but if the Contractor does, the Contractor shall immediately place a Non-Collection Notice on the container, explaining why the material was not collected.
- 15.3** In the event a Mechanical Container is overfilled and cannot be emptied safely, the Contractor shall immediately place a Non-Collection Notice on the container, notify the Customer, and reschedule the Collection Service. The Contractor also shall notify the Customer if the Contractor believes the Contractor should increase the frequency of Collection Service or increase the size of the Mechanical Container provided to the Customer.
- 15.4** The Contractor shall not collect Residential Waste or Commercial Waste from a Customer if the Contractor believes the Residential Waste or Commercial Waste contains Hazardous Material, Radioactive Waste, or Biomedical Waste. In such cases, the Contractor shall place a Non-Collection Notice on the Collection Container, take photographs of the improper waste (if possible), and immediately notify the Field Supervisor. If the generator of such waste is unknown, the Contractor shall work with the Administrator to identify the generator and identify an appropriate method to remove and dispose of the waste in a lawful manner. If the Contractor elects to collect the waste before the Contractor receives the Administrator's approval, the Contractor shall be solely responsible for the management and disposal of the waste, including the payment of all associated costs.
- 15.5** If a Mechanical Container is temporarily inaccessible, the Contractor shall promptly (i.e., within two (2) hours) notify the Customer by telephone concerning the Contractor's inability to provide Collection Service. The Contractor shall offer to provide Collection Service later the same Operating Day, whenever feasible. If it is not feasible, the Contractor shall leave a Non-Collection Notice and provide Collection Service on the next Operating Day.
- 15.6** The Contractor shall notify the Administrator about any Customer that routinely fails to comply with the Set Out requirements in this Agreement. For example, the Contractor shall notify the Administrator if a Residential Customer routinely places: (a) Garbage-filled Plastic Bags outside of their Garbage Cart; or (b) Solid Waste from a business or commercial enterprise at Curbside.
- 15.7** The design and content of the Non-Collection Notices shall be developed by the Contractor, but shall be subject to the approval of the Administrator. At a minimum, the Non-Collection Notices shall contain the following information: the issuance date; the Contractor's reason for not providing Collection Service; information advising the Customer how to correct the problem; and the telephone number to call if the Customer has any questions for the Contractor.

- 15.8** The Contractor shall take all commercially reasonable measures to collect a Customer's Solid Waste, even if some inappropriate material is comingled with it. For example, if a Residential Customer places Bulky Waste or Yard Trash at the Curbside, but also places a Plastic Bag filled with Garbage on top of the Bulky Waste or Yard Trash, the Contractor shall set aside the Plastic Bag and collect the other materials. However, if a Customer has comingled Garbage with Yard Waste or Bulky Waste to such an extent that it is not practicable to remove the Garbage from the other materials, the Contractor shall place a Non-Collection Notice on the materials and promptly notify the Administrator concerning the location of the combined materials. If the Contractor fails to leave a non-Collection Notice and notify the Administrator, the Contractor may be required to collect the pile of combined materials pursuant to Section 15.1, above.

SECTION 16: PROCEDURES FOR MISSED COLLECTIONS

Whenever the Administrator or a Customer notifies the Contractor about a Missed Collection, the Contractor shall promptly return to the Customer's Premises and collect all of the Residential Waste, Commercial Waste, or Source Separated Recyclable Material (as the case may be) that has been Set Out for Collection. The Contractor shall collect such materials before the end of that Operating Day if the Contractor is notified before 12 p.m. (noon). If the Contractor is notified after noon, the Collection of such materials shall be completed before noon on the next Operating Day.

SECTION 17: PROTECTION OF PRIVATE AND PUBLIC PROPERTY

- 17.1** The Contractor's employees shall not trespass on private property; provided, however, the Contractor's employees may walk on a Customer's property when necessary to provide Collection Service (e.g., Back Door Service) pursuant to this Agreement. At all other times, the Contractor's employees shall follow the sidewalks for pedestrians and shall not cross a Customer's property to an adjoining property, unless the occupants or owners of both properties have given permission. The Contractor's employees shall not loiter on or meddle with any property of any other Person.
- 17.2** The Contractor's employees shall not damage any public or private property, including but not limited to roads, driveways, sidewalks, utilities, trees, flowers, shrubs, grass, and Collection Containers.
- 17.3** The Contractor shall not damage trees in the City. Among other things, the Contractor shall not drive large vehicles on narrow streets, or drive tall vehicles under overhanging limbs, where the vehicles will break or damage the tree limbs. The Contractor also shall not damage tree trunks or roots when collecting Yard Waste or other materials (e.g., when Collecting Yard Waste with a clamshell bucket).
- 17.4** The Contractor shall promptly restore the soil and grade at any location where the Contractor's Collection of Yard Waste or other material creates a depression that is six (6) inches or more below the surrounding grade (e.g., when collecting Yard Waste with a clamshell bucket). The Contractor shall fill such depressions and restore the grade to match the surrounding area. The Contractor also shall replace any sod that was removed or killed by the Contractor's actions.
- 17.5** The Contractor shall instruct its employees concerning the proper procedures to be followed when there is an accident involving damages to public or private property. At a minimum, if the Contractor's employee causes such damage, the employee shall immediately notify the Field

Supervisor and the property owner. If the property owner is not known or readily identifiable, the driver shall leave a notice that includes the Contractor's name and telephone number.

- 17.6** The Contractor shall be responsible for all costs and liabilities associated with the repair, restoration, or replacement of any property that has been damaged by the Contractor's equipment, employees, or agents, to the extent that such damage was caused by or results from the actions of the Contractor, its employees or agents. The Contractor shall promptly investigate and respond to any claim concerning property damage. If the Administrator or a Customer notifies the Contractor before 12 p.m. (noon) concerning any such damage, the Contractor shall investigate and respond to the Administrator and Customer before the end of that day. If the Administrator or a Customer notifies the Contractor after noon, the Contractor shall investigate and respond to the Administrator and Customer before noon on the next Operating Day. The City shall have the right, but not the obligation, to perform or arrange for a third party to perform the repair and restoration work, and then deduct the cost of the work from the City's payments to the Contractor. If the City wishes to exercise this right, the Administrator must provide notice to the Contractor within one (1) Operating Day after the Administrator receives the Contractor's response concerning the property damage. If the Administrator does not provide such notice, the Contractor shall repair any damage within three (3) Operating Days after the damage occurred, unless the Contractor requests and the Administrator grants an extension of time. If the Contractor fails to complete the repair or restoration work in compliance with the timetable specified herein, the City may perform or arrange for a third party to perform the work and then deduct the cost of the work from the City's payments to the Contractor. In all cases, the public or private property shall be restored to a condition that is at least equal to the condition that existed before the damage occurred. Any disputes concerning the Contractor's obligations for the repair of property damages shall be resolved by the Administrator.

SECTION 18: CONTRACTOR'S ACCESS TO STREETS AND COLLECTION CONTAINERS

- 18.1** Except as otherwise provided herein, the Contractor shall have the right to use all of the public roadways in the City.
- 18.2** The Contractor shall use suitable vehicles and equipment (e.g., smaller trucks), as necessary, to provide Collection Service on narrow and dead-end streets, unpaved streets, private roads, and other areas where access is limited.
- 18.3** The Contractor's vehicles shall not enter or drive upon any private driveway or Improved Property, to turn around or for any other purpose, unless the Contractor has received the owner's prior written permission to do so.
- 18.4** Contractor's vehicles shall not unreasonably interfere with vehicular or pedestrian traffic. Contractor's vehicles shall not be left unattended on streets or alleys.
- 18.5** The City reserves the right to deny the Contractor's vehicles access to certain streets, alleys, bridges, and roadways when the City is repairing such areas or the City otherwise determines it is in the public's best interest to restrict access. The City shall provide the Contractor with reasonable notice of such restrictions so that the City's action does not unduly interfere with the Contractor's normal operations.
- 18.6** If the Contractor cannot provide Collection Service to a Customer because a public or private street is temporarily closed to vehicular traffic, the Contractor shall return no later than the next

Operating Day to provide service to the Customer. If the street is still closed at that time, Contractor shall provide Collection Service to the Customer on the next Scheduled Collection Day.

- 18.7** If access to a street, alley, bridge, or public or private roadway becomes impassable or if access is denied for any reason, the Contractor shall work with the Customer to determine a mutually acceptable location for the Collection of the Customer's waste. If a mutual agreement cannot be reached, the Contractor shall provide Collection Service from the nearest public roadway that is accessible by the Contractor's Collection vehicle or from a location specified by the Administrator.
- 18.8** If the Contractor encounters a Customer or situation (e.g., dogs; narrow streets; low-hanging electrical wires) that prevents the Contractor from gaining the access needed to provide the Collection Service required in this Agreement, and the Contractor is unable to resolve the issue with the Customer, then the Contractor shall report the problem to the Administrator and the Administrator shall resolve the problem. The Administrator may require the Contractor and the Customer to take such actions as the Administrator deems necessary and appropriate to enable the Contractor to provide Collection Service to the Customer.

SECTION 19: THE CITY'S DESIGNATED FACILITIES

- 19.1** The Contractor shall deliver all of the Residential Waste, Commercial Waste, Source Separated Recyclable Materials, and Construction and Demolition Waste collected pursuant to this Agreement to Designated Facilities.
- 19.2** The Designated Facility for Garbage and Rubbish is the Wheelabrator South resource recovery facility located at 4400 South State Road 7, Fort Lauderdale, Florida. This facility also may be used for the disposal of documents that are shredded for the City pursuant to Section 36.9, below.
- 19.3** The Designated Facility for Bulky Waste is the Sun-Bergeron facility located at 3250 SW 50th Avenue, Davie, Florida.
- 19.4** The Designated Facility for Source Separated Recyclable Materials is the Sun-Bergeron facility located at 1750 SW 43rd Terrace, Deerfield Beach, Florida.
- 19.5** The Designated Facility for Construction and Demolition Waste and Yard Waste shall be the Sun-Bergeron facility located at 3251 SW 26th Terrace, Dania Beach, Florida.
- 19.6** The City shall have the right to select a new Designated Facility for the Recycling or disposal of any of the materials collected by the Contractor pursuant to this Agreement. If the City selects a new Designated Facility to replace one of the facilities designated in this Section 19, the Contractor shall continue to be paid the Rates approved herein, unless the Designated Facility is located more than twenty-five (25) miles (measured in a straight line) from the Sunrise City Hall, which is located at 10770 West Oakland Park Boulevard, Sunrise, Florida. If the Designated Facility is located beyond this distance, the City and the Contractor shall negotiate an appropriate adjustment in the Rates and, thereafter, the Contractor shall be paid the adjusted Rates when the Contractor delivers Solid Waste or Source Separated Recyclable Materials to the new Designated Facility. The adjustment shall be limited to the amount that the Contractor's transportation costs have increased as a result of having to transport the Solid Waste or Source Separated Recyclable Materials more than twenty-five (25) miles to the new Designated Facility. For example, if the Designated Facility is located thirty (30) miles from the Sunrise City Hall, the adjustment shall

be based on the incremental cost of transporting the Solid Waste an additional five (5) miles. If the City and the Contractor are unable to negotiate a mutually acceptable adjustment in the Rates within ninety (90) days of the City's notice that it has selected a new Designated Facility, the City may terminate this Agreement after giving at least ninety (90) days' written notice. If the City instructs the Contractor to deliver Solid Waste or Source Separated Recyclable Materials to a Designated Facility that is located more than twenty-five (25) miles from the Sunrise City Hall, and the City requires such deliveries to be made before the City and the Contractor have negotiated and approved a mutually acceptable adjustment to the Rates, the City shall pay the Contractor for the additional transportation costs the Contractor incurs when delivering such materials to the Designated Facility. The City's obligation to pay such costs only applies to the extent that the transportation costs are reasonable, fully documented by the Contractor, and limited to the amount that the Contractor's transportation costs increase as a result of having to transport Solid Waste or Source Separated Recyclable Materials more than twenty-five (25) miles to the new Designated Facility. If the new Designated Facility is located twenty-five (25) miles or less from the Sunrise City Hall, there shall be no increase in the Rates paid by the City.

SECTION 20: SPILLAGE AND LITTER BY CONTRACTOR

- 20.1** Contractor shall not cause or allow any Solid Waste, liquid, or other material to be spilled, released, or otherwise dispersed in the City as a result of the Contractor's activities.
- 20.2** Contractor shall immediately pick up any spillage or litter from Collection Containers that is caused by the Contractor.
- 20.3** When hauling or transporting any material over public roads in the City, the Contractor shall use a covered or enclosed vehicle or other device to prevent the material from falling, blowing, or escaping from the vehicle. If Solid Waste or any other material escapes from or is scattered by Contractor's vehicle for any reason, Contractor shall immediately stop and pick up such material.
- 20.4** Contractor's vehicles shall not release or cause litter in violation of the Florida Litter Law (Section 403.413, Florida Statutes) or the Ordinances. If litter is released or falls from Contractor's vehicle for any reason, the Contractor shall immediately stop the vehicle and retrieve the litter.
- 20.5** The Contractor shall immediately clean up any oil, hydraulic fluid, or other liquid that leaks or spills from Contractor's vehicles. The Contractor also shall repair any damage associated with such leaks or spills. The Contractor shall repave the damaged area if the Administrator concludes such action is necessary to repair the damage caused by the Contractor. The requirements in Section 17.6 shall apply to the Contractor's actions under this Section 20.5.
- 20.6** If the Administrator or a Customer notifies the Contractor before 12 p.m. (noon) that the Contractor has caused litter, or caused a leak or spill of Solid Waste, oil, hydraulic fluid, or other liquids or materials, the Contractor shall clean up the liquids and materials before the end of that Operating Day. If the Administrator or a Customer notifies the Contractor after noon, the Contractor shall clean up the liquid or material before noon on the next Operating Day.

SECTION 21: EXEMPT WASTES AND RECOVERED MATERIALS

- 21.1** The following types of Exempt Waste are not subject to the Contractor's exclusive franchise under this Agreement. These Exempt Wastes may be collected by the owner or occupant of the Improved Property where the Exempt Waste is generated, or by their agent, and taken to any

facility that is licensed to receive such materials. This Section 21 does not prohibit the Contractor from collecting Exempt Waste as a Special Collection Service, provided that the Contractor complies with all Applicable Law when collecting such material.

- (a) Land Clearing Debris.
- (b) Yard Waste generated by a Commercial Lawn Care Company or plant nursery.
- (c) Roofing materials generated, collected, and transported by a roofing company.
- (d) Recovered Materials that are generated on Commercial Property and source separated by the generator on the generator's Commercial Property.
- (e) Source Separated Recyclable Materials that are generated by a Commercial Customer and separated from the Solid Waste by the Commercial Customer.
- (f) Any Recyclable Material that a Residential Customer generates and separates from their Solid Waste for Recycling, if that type of Recyclable Material is not recycled at the Designated Facility.
- (g) Excavated fill and earthen material.
- (h) Solid Waste and by-products generated from an industrial process.
- (i) Liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.
- (j) Animal bedding, animal wastes, and other trash and materials resulting from farming, equestrian, or agricultural operations.
- (k) Wrecked, scrapped, ruined or dismantled motor vehicles or motor vehicle parts, including used oil, Tires, and lead-acid batteries.
- (l) Boats, boat motors, and boat trailers.
- (m) Disaster Debris.
- (n) Hazardous Material, Biomedical Waste, and Radioactive Waste.
- (o) Sludge.
- (p) Materials and wastes similar to those listed above, when designated by the Administrator.

21.2 Pursuant to Section 403.7046(3), Florida Statutes, nothing in this Agreement requires a commercial establishment to sell or convey its source separated Recovered Materials to the City or a facility designated by the City. Nothing contained in this Agreement restricts the right of a commercial establishment to sell or convey the establishment's source separated Recovered Materials to a properly certified Recovered Materials dealer that has satisfied the requirements in Section 403.7046, Florida Statutes.

SECTION 22: THE CONTRACTOR'S SAFETY PROGRAM

- 22.1** The Contractor shall develop, implement and maintain a written safety plan for all of its operations under this Agreement. The safety plan shall comply with the requirements in OSHA and Applicable Laws. A written copy and an electronic copy of the safety plan shall be provided to the Administrator for informational purposes. The City's receipt of the safety plan shall not constitute the City's approval of the plan or the City's acquiescence concerning the appropriateness of such plan. The Contractor shall comply with its safety plan at all times.
- 22.2** The Contractor shall appoint an employee who is qualified and authorized, as defined by OSHA, to supervise and enforce safety compliance.
- 22.3** The Contractor shall provide routine safety training to all of its employees, in compliance with OSHA and all Applicable Laws. Refresher courses and supplemental training shall be provided as necessary. Documentation of the Contractor's training programs, and documentation of the successful training of each employee, shall be maintained on file and shall be provided to the Administrator upon request.
- 22.4** The Contractor shall follow all OSHA regulations and Applicable Laws regarding personal protective equipment.
- 22.5** The Contractor's employees shall be trained and instructed to drive in a safe, defensive manner. Among other things, the drivers of the Contractor's Collection vehicles shall be instructed that they shall not "text" or talk on their cellular telephones while they are driving a Collection vehicle that is moving.
- 22.6** The Contractor's safety plan shall include a written procedure for the immediate removal to a hospital or a doctor's care of any employee or other Person that is injured and requires medical assistance as a result of the acts or omissions of the Contractor.
- 22.7** Contractor shall update its safety plan whenever there are changes in Contractor's operations. The Contractor shall deliver an updated safety plan to the Administrator with the Contractor's annual report, pursuant to Section 34.5, below.

SECTION 23: THE CONTRACTOR'S COLLECTION PLAN

- 23.1** The Contractor shall prepare a Collection Plan that describes in detail how the Contractor will provide Collection Service in compliance with the requirements in this Agreement. At a minimum, the Collection Plan shall identify and describe the vehicles, equipment, personnel, routes, and schedules the Contractor will use for each type of Collection Service. The Collection Plan shall include a legible map for each Collection route, which will identify the Operating Days when Collection Service will be provided on each route, the starting and ending points for each route, and the type of Collection Service that will be provided on each route on each Scheduled Collection Day. The Collection Plan shall include the information required pursuant to Section 28.6.2, below.
- 23.2** The Collection Plan shall identify each Designated Facility that will receive the materials collected by the Contractor pursuant to this Agreement.
- 23.3** The Collection Plan shall identify the procedures that will be used by the Contractor to ensure that the City is not billed inappropriately for the Collection, disposal, or Recycling of Solid Waste

or other materials. Among other things, the Collection Plan shall identify the procedures that will be used by the Contractor to ensure that each Designated Facility is fully informed whenever the Contractor delivers Solid Waste or other material for which the Contractor, rather than the City, must pay the applicable Tipping Fee (e.g., when Solid Waste is collected from a Person that is not a Customer under this Agreement).

- 23.4 If requested by the Administrator, the Collection Plan shall include the manufacturer's specification sheets for the Collection Containers provided by the Contractor under this Agreement.
- 23.5 An updated Collection Plan shall be submitted to the Administrator whenever the Contractor changes the plan.
- 23.6 On or before December 23, 2016, the Collection Plan shall be updated to include all of the information required pursuant to Section 5.2(m), above. Thereafter, the Collection Plan shall be updated whenever the Contractor adds or permanently removes vehicles or Mechanical Containers from service in the City.
- 23.7 The Collection Plan and all revisions to the plan are subject to the Administrator's prior written approval.

SECTION 24: OWNERSHIP OF SOLID WASTE AND RECYCLABLE MATERIALS

For the purposes of this Agreement, Solid Waste belongs to the Person generating such waste, until the Solid Waste is discarded by that Person (i.e., the generator). With regard to the Solid Waste collected by the Contractor under this Agreement, title to such waste shall pass to the City when the waste is collected by the Contractor. Nonetheless, the Contractor shall be solely responsible and liable for the proper handling and lawful management of such waste until it is delivered to and accepted by a Designated Facility. Upon acceptance, title to the waste shall pass to the owner of the Designated Facility.

Source Separated Recyclable Materials shall belong to the generator until such materials are discarded by the generator and collected by the Contractor. When the Contractor collects Source Separated Recyclable Materials on behalf of the City, title to such materials shall pass to the City when the materials are collected. Nonetheless, the Contractor shall be solely responsible and liable for the proper handling and lawful management of the Source Separated Recyclable Materials until such materials are delivered to and accepted at a Designated Facility. Upon acceptance, title to the Source Separated Recyclable Materials shall pass to the owner of the Designated Facility.

Notwithstanding anything else contained herein, with regard to the Solid Waste and Source Separated Recyclable Materials collected by the Contractor pursuant to this Agreement, the Contractor shall not take, keep, process, alter, sell, remove, or otherwise dispose of any such material without the prior written approval of the Administrator.

SECTION 25: COMPACTION OF RECYCLABLE MATERIALS

The Contractor may compact Source Separated Recyclable Materials while they are on board the Contractor's vehicles, provided that the compaction process and the density of the Load does not adversely affect the marketability of the Source Separated Recyclable Materials. If the compaction process or density adversely affects the marketability of the Source Separated Recyclable Materials, as

determined by the Administrator, the maximum allowable density may be reduced by the Administrator. There shall be no adjustment to the Rate if the Administrator exercises the right to reduce the maximum allowable density.

SECTION 26: SET OUT PROCEDURES FOR CUSTOMERS

The procedures and requirements established in this Section 26 shall be followed by the Contractor's Customers on and after January 1, 2017. However, the Contractor shall collect a Customer's Solid Waste and Source Separated Recyclable Materials, even if the Customer fails to comply with one or more of the requirements in this Section 26, unless (a) the Administrator concurs in advance that the Contractor does not need to provide Collection Service to the Customer or (b) the Contractor places a Non-Collection Notice on the Customer's Collection Container and complies with the requirements in Section 15, above. The requirements in the City's Ordinances, including Chapter 12 (Solid Waste) of the City's Ordinances, shall supplement the requirements contained herein.

26.1 GENERAL PROCEDURES FOR ALL CUSTOMERS

The following requirements and procedures shall apply to all Customers:

- 26.1.1 Garbage and other putrescible waste shall be placed in a Plastic Bag before it is Set Out for Collection. Garbage and other putrescible waste shall not be collected, stored, or Set Out in an open, uncovered box, bag, or Collection Container.
- 26.1.2 Source Separated Recyclable Materials shall be Set Out in a Recycling Container. Source Separated Recyclable Materials shall not be placed in the same Collection Container with Solid Waste.
- 26.1.3 Source Separated Recyclable Materials shall not be Set Out in a Plastic Bag.
- 26.1.4 A Customer shall not overfill a Collection Container; the lid on a Collection Container shall be closed securely by the Customer.
- 26.1.5 A Customer shall not place their Solid Waste in another Person's Collection Container, unless they have received prior approval to do so.
- 26.1.6 A Customer shall only Set Out for Collection the Solid Waste that the Customer generated. A Customer shall not Set Out for Collection any Solid Waste that was generated by another Person.
- 26.1.7 A Customer's Solid Waste shall be Set Out for Collection on the Premises where the Solid Waste was generated.
- 26.1.8 A Customer shall not Set Out Solid Waste for Collection on property that is not owned or occupied by the Customer, unless the Customer has received the prior approval of the owner or occupant of such property.
- 26.1.9 A Customer shall not place more than fifty (50) pounds of material in a Garbage Can. The weight of the materials placed in a Garbage Cart or Recycling Cart by a Customer shall not exceed the cart's rated capacity (as shown on the lid of the cart). Plastic Bags and biodegradable bags shall not be loaded with materials weighing more than thirty (30) pounds or the rated capacity of the bag, whichever is less.

- 26.1.10 If a Customer and the Contractor cannot agree upon an appropriate location to Set Out a Collection Container or non-containerized waste, the Administrator shall designate the point of Collection.
- 26.1.11 When necessary to carry out the purpose and intent of this Agreement, the Administrator may authorize the placement of a Collection Container at a location that is not on the Customer's Premises.
- 26.1.12 Each Garbage Can, Garbage Cart, Recycling Cart, and Mechanical Container is subject to the Administrator's approval.

26.2 SPECIFIC PROCEDURES FOR RESIDENTIAL CURBSIDE CUSTOMERS

The following requirements and procedures shall apply to Residential Customers that receive Collection Service at Curbside.

- 26.2.1 On and after January 1, 2017, each Residential Curbside Customer receiving Automated Collection Service shall Set Out their Garbage and Rubbish in one or more Garbage Carts, which shall be placed at Curbside. Such Customers shall not Set Out Garbage in Garbage Cans, Plastic Bags, or paper bags.
- 26.2.2 If a Residential Curbside Customer does not receive Automated Collection Service for Garbage (i.e., Collection Service is provided with Garbage Cans), the Customer shall Set Out their Garbage and Rubbish in Garbage Cans, which shall be placed at Curbside. If the Customer's Garbage Cans are full, the Customer may Set Out their excess Garbage and Rubbish in Plastic Bags, which shall be placed next to the Garbage Cans at Curbside. There is no limit on the number of Plastic Bags and Garbage Cans that may be Set Out by Residential Curbside Customers.
- 26.2.3 Residential Curbside Customers shall place their Yard Waste at Curbside for Collection. Leaves, twigs, and other small pieces of Yard Waste should be placed in Garbage Cans, biodegradable bags or Plastic Bags. Small pieces of Yard Waste may be placed in (a) Garbage Cans and collected with the Customer's Garbage if the Customer receives manual Collection Service for Garbage or (b) Garbage Carts and collected with the Customer's Garbage, if the Customer receives Automated Collection Service for Garbage. Larger pieces of Yard Waste shall be stacked neatly in a pile at Curbside. A Residential Curbside Customer may, but is not required to, tie larger pieces of Yard Waste in a bundle. Such Customers also may Set Out their natural Christmas trees at Curbside for collection with the Customer's Bulky Yard Waste. There is no limit on the quantity of Yard Waste that may be Set Out at Curbside by a Residential Curbside Customer. However, a Customer shall not Set Out Land Clearing Debris or pieces of Bulky Yard Waste that are too heavy or too large to collect with a clamshell truck.
- 26.2.4 Residential Curbside Customers receiving Automated Collection Service for Recyclable Materials shall Set Out their Source Separated Recyclable Materials at Curbside in a Recycling Cart. Residential Curbside Customers that do not receive Automated Collection Service (i.e., Collection Services are provided with Recycling Bins) shall Set Out their Source Separated Recyclable Materials in a Recycling Bin, paper bag, or container that is similar to a Recycling Bin. Cardboard also may be

Set Out next to a Recycling Bin, provided the cardboard is flattened and cut to a maximum size of three (3) feet by three (3) feet.

- 26.2.5 Each Residential Curbside Customer shall place their Garbage, Rubbish, Yard Waste, Bulky Waste and Source Separated Recyclable Materials at the Curbside prior to 7:00 a.m. on the Scheduled Collection Day for such materials.
- 26.2.6 Any carpet Set Out for Collection at Curbside shall be rolled and tied or otherwise bound.
- 26.2.7 Each Garbage Can used by a Customer shall: be constructed so as to prevent intrusion by water and animals, and the expulsion of its contents; have a cover that is free from sharp edges; and not have inside structures or obstructions that prevent the free discharge of the container's contents. Each Garbage Cart and Recycling Cart used by a Residential Curbside Customer shall be hot-stamped or stenciled with the City's logo.
- 26.2.8 A Residential Curbside Customer shall not Set Out any Bulky Waste or Construction and Demolition Waste that was generated by a builder, building contractor, or privately employed handyman service, while such Person was working for the Customer on the Customer's Residential Property. All such material shall be removed from the Customer's property by the Person that generated the waste materials. A Residential Curbside Customer also shall not Set Out such materials if they were generated on any other property, even if the other property is owned by the Residential Curbside Customer. A Residential Curbside Customer may Set Out Construction and Demolition Waste pursuant to Section 7.4.2. only if the Customer generated the Construction and Demolition Waste while working on a "do-it-yourself" project.
- 26.2.9 Residential Curbside Customers shall not place, mix, or commingle Garbage with Curbside piles of Bulky Waste or Bulky Yard Waste.

26.3 SPECIFIC PROCEDURES FOR RESIDENTIAL MECHANICAL CONTAINER CUSTOMERS

The following requirements and procedures shall apply to Residential Customers that receive Collection Service with Mechanical Containers.

- 26.3.1 Each Residential Customer that uses Mechanical Containers shall comply with the following Set Out procedures: (a) Garbage and Rubbish shall be placed in a Mechanical Container located on the Customer's Premises; and (b) Source Separated Recyclable Materials shall be placed in a Recycling Container located on the Customer's Premises.
- 26.3.2 The Contractor and the Customer shall select mutually acceptable locations for the placement of the Mechanical Container(s) and Recycling Container(s) that will be used by the Customer. These locations are subject to the Administrator's approval.
- 26.3.3 Each Customer shall Set Out their Bulky Waste at a location designated for such material, near the Customer's Mechanical Container. A Customer shall not Set Out

their Bulky Waste more than one day before the Scheduled Collection Day for the Collection of the Customer's Bulky Waste. A Customer shall not place their Bulky Waste in a location that blocks the Contractor's access to the Mechanical Container.

26.4 PROCEDURES FOR COMMERCIAL CUSTOMERS

The following requirements and procedures shall apply to Commercial Customers.

- 26.4.1 Each Commercial Customer must have at least one Mechanical Container or Garbage Cart for the Collection of their Garbage and Rubbish; however, two (2) or more Commercial Customers may share the use of a Mechanical Container, subject to the requirements herein. Each Commercial Customer shall place their Garbage and Rubbish in their Mechanical Container or Garbage Cart, as applicable. If a Commercial Customer receives Collection Service from the Contractor or any other Person for the Collection of Source Separated Recyclable Materials or Recovered Materials, the Customer must place those materials in a separate cart or container (i.e., not the cart or container used for Garbage and Rubbish).
- 26.4.2 Commercial Customers shall not place, mix, or commingle Construction and Demolition Waste with any other type of Solid Waste in a Collection Container.
- 26.4.3 All Collection Containers shall be placed in locations that are safely and readily accessible to the Customer and the Contractor's vehicles.
- 26.4.4 Each Mechanical Container shall be placed on a concrete or paved level surface. The approaches to the Mechanical Container shall be capable of supporting the weight of the Collection vehicle.
- 26.4.5 A Commercial Customer shall call the Contractor and schedule a time for the Collection of their Bulky Waste, if the Commercial Customer wishes to have the Contractor collect Bulky Waste. A Commercial Customer shall not Set Out their Bulky Waste more than one day before such materials are to be collected by the Contractor. A Commercial Customer shall not place their Bulky Waste in a location that blocks the Contractor's access to a Mechanical Container serving the Commercial Customer or any other Person. The Collection of Bulky Waste for a Commercial Customer is a Special Collection Service, which is subject to Section 39.14, below.

SECTION 27: COLLECTION CONTAINERS

27.1 PURCHASE AND OWNERSHIP OF CONTAINERS

- 27.1.1 Garbage Cans, Plastic Bags, and Biodegradable Bags – Each Customer shall purchase and provide the Garbage Cans, Plastic Bags, and biodegradable bags, if any, that the Customer uses. Garbage Cans shall remain the property of the Customer.
- 27.1.2 Existing Recycling Bins and Recycling Carts – The City previously purchased Recycling Bins and Recycling Carts, which were distributed to the Residential Customers in the Service Area. All of these Recycling Bins and Recycling Carts are and shall remain the property of the City.

27.1.3 Reserved.

27.1.4 New Garbage Carts, Recycling Carts, and Recycling Bins for New and Existing Customers – The Contractor shall purchase all of the Garbage Carts, Recycling Carts, and Recycling Bins that the Contractor is required to provide under this Agreement.

Before December 29, 2016, the Contractor shall purchase, assemble, and deliver one new Garbage Cart to each Residential Curbside Customer that will receive Automated Collection Service for Garbage. Each Garbage Cart delivered to these Residential Customers shall have a capacity of approximately ninety-six (96) gallons, unless the Administrator authorizes or requires the delivery of a different size.

On and after January 1, 2017, the Contractor shall purchase, assemble, and deliver one new Garbage Cart and one new Recycling Cart to each Residential Curbside Customer that is a New Customer who will receive Automated Collection Service. The Carts shall be delivered within two (2) Operating Days after the New Customer or the Administrator requests the Contractor to deliver the Carts. Each Garbage Cart and each Recycling Cart shall have a capacity of approximately ninety-six (96) gallons, unless the Administrator authorizes or requires the delivery of different sizes.

On and after January 1, 2017, the Contractor shall purchase and deliver two (2) new Recycling Bins to each Residential Curbside Customer that is a New Customer who will not receive Automated Collection Service with Recycling Carts. The Recycling Bins shall be delivered within two (2) Operating Days after the New Customer or the Administrator requests the Contractor to deliver the bins.

During the term of this Agreement, the Contractor shall purchase, assemble, and deliver: (a) new or refurbished Garbage Carts, Recycling Carts, and Recycling Bins to Residential Customers whose carts or bins were stolen, or damaged or worn beyond repair; (b) new Garbage Carts, ~~and~~ Recycling Carts, and Recycling Bins for Customers that wish to purchase an additional cart pursuant to Section 39.13, below; and (c) new or refurbished Garbage Carts for each Customer that wishes to exchange their cart pursuant to Section 27.4, below. For the purposes of this Section 27.1.4, a “refurbished” cart or bin means a cart or bin that was cleaned and repaired to “like new” condition.

With regard to stolen and damaged carts and bins, the Contractor must provide one replacement Garbage Cart and one replacement Recycling Cart to each Residential Curbside Customer that receives Automated Collection Service. These replacements will be provided without charge to the City or the Customer. The Contractor also shall provide two (2) replacement Recycling Bins, without charge to the City or the Customer, to each Residential Curbside Customer that resides in a Dwelling Unit where Collection Service for Recyclable Materials is provided with Recycling Bins.

The right to receive one free replacement Garbage Cart, one free Recycling Cart, and two (2) free replacement Recycling Bins shall be linked to each Dwelling Unit—i.e., the right to receive the free replacements at a Dwelling Unit shall be renewed whenever a new Person moves into that Dwelling Unit. For example, if a

hypothetical Customer named Smith received free replacement carts or bins while living at 123 Madison Avenue and then moved to 456 Rosehill Drive, the next Person moving into 123 Madison Avenue would be entitled to receive free replacement carts and bins, and Smith would be entitled to receive free replacement carts and bins after moving to 456 Rosehill Drive.

With regard to stolen and damaged carts and bins, the Contractor may charge a fee for providing replacement carts and bins only if a Residential Curbside Customer already has received free replacement carts or bins and then that Customer requests additional carts and/or bins, all while living in the same Dwelling Unit. In such circumstances, the Customer shall purchase the new carts or bins pursuant to Section 39.13, below. The fee for a new Garbage Cart or Recycling Cart shall not exceed Fifty Dollars (\$50) per cart, the fee for two (2) new Recycling Bins shall not exceed Twenty-Five Dollars (\$25), and the fee for delivering carts or bins shall not exceed Twenty-Five Dollars (\$25) per delivery. No delivery fee shall be charged if the Customer picks up the carts or bins at the Contractor's local office.

Although the Contractor must replace individual Recycling Carts that are worn beyond repair, nothing herein shall be construed to require the Contractor to replace all of the Recycling Carts used by all of the Residential Curbside Customers in any subdivision or in the entire Service Area. If the City decides to replace all of the Recycling Carts used in a subdivision or all of the Recycling Carts used in the City, the City shall purchase the replacement Recycling Carts.

The Contractor may provide Recycling Carts to some or all of its Commercial Customers. The Contractor also may provide Recycling Carts to some or all of the Residential Customers that receive Collection Service with Mechanical Containers. The Contractor shall be responsible for purchasing, assembling, and delivering the Recycling Carts to all such Customers.

Garbage Carts, Recycling Carts, and Recycling Bins purchased by the Contractor pursuant to this Agreement shall become the property of the City when this Agreement expires or terminates. Upon termination or expiration of this Agreement, all Garbage Carts, Recycling Carts, and Recycling Bins held in the Contractor's inventory for the City (e.g., carts and bins that are hot-stamped or labeled with the City's name or logo) shall be delivered to and become the property of the City. Title to all such carts and bins shall be transferred automatically to the City, without further action by either Party, upon the termination or expiration of this Agreement.

- 27.1.5 Mechanical Containers – The Contractor shall provide Mechanical Containers to any Customer that wishes to use them, if the Customer has a location where the containers can be placed in compliance with the requirements in this Agreement and the Ordinances. If the Contractor provides a Mechanical Container to a Customer, the Contractor may charge the applicable Rates for the Collection of Residential Waste or Commercial Waste, as applicable. The Rates include the cost of leasing and using the Contractor's Mechanical Containers, except as otherwise provided in Exhibit 5. The Contractor may negotiate and charge an appropriate fee for the use of its Compactors. The Contractor shall be responsible for the purchase or lease of all Mechanical Containers that the Contractor is required to provide under this

Agreement. Mechanical Containers purchased by the Contractor shall remain the property of the Contractor, until the containers are sold.

A Customer may own its Compactor and attached Roll-Off Container, or lease a Compactor and attached Roll-Off Container from a Person other than the Contractor, if the Compactor and Roll-Off Container are compatible with and can be serviced by the Contractor's equipment. In such cases, the Compactor and attached Roll-Off Container shall remain the property of the Customer. Notwithstanding the provisions of Section 33.1, below, the term of the Contractor's lease agreements for Compactors may extend beyond the term of this Agreement.

27.2 MAINTENANCE AND REPAIR OF CONTAINERS

27.2.1 Garbage Cans – Each Customer shall be responsible for cleaning, maintaining, and repairing their own Garbage Cans, if any. Garbage Cans shall be maintained in good condition and shall be free from sharp edges or other hindrances to efficient Collection Services.

27.2.2 Recycling Bins – Each Customer shall be responsible for cleaning their Recycling Bins, if any, and maintaining them in a sanitary condition.

27.2.3 Garbage Carts and Recycling Carts – Each Customer shall be responsible for cleaning their Garbage Carts and Recycling Carts, if any, and keeping the carts in a sanitary condition.

The Contractor shall be responsible for repairing all of the Garbage Carts and Recycling Carts used by Residential and Commercial Customers. The Contractor shall procure, and maintain at all times, an adequate supply of spare parts (e.g., wheels, lids) to ensure the prompt repair of these Recycling Carts and Garbage Carts. The Contractor shall repair or replace such carts no later than two (2) Operating Days after (a) the Contractor observes that the cart is defective or (b) the Contractor is informed by a Customer or the Administrator that the cart needs to be repaired or replaced.

27.2.4 Mechanical Containers – The Contractor shall maintain each of its Mechanical Containers in good working order at all times to ensure continuous and efficient Collection Services. The Contractor shall procure, and maintain at all times, an adequate supply of spare parts for its Mechanical Containers. The Contractor shall maintain and repair each Mechanical Container as needed to ensure that the container is free from holes, broken hinges, broken doors or door fasteners, broken wheels, broken lids, or other defects. Mechanical Containers shall be kept painted (with the exception of containers made of plastic, aluminum, stainless steel, or other materials that do not readily accept paint), and shall be kept free from graffiti, at all times so the containers do not become a detriment to the community. Mechanical Containers shall be washed by the Contractor on a regular basis, as necessary, to minimize the potential for odors and nuisance conditions. The Contractor shall promptly replace, repair, paint, clean, wash, and otherwise maintain a Mechanical Container when requested to do so by the Administrator, pursuant to Section 28.9.2, below.

Each Customer shall be responsible for cleaning, maintaining, and repairing any Mechanical Container that the Customer owns, as well as any Mechanical Container the Customer leases from a Person other than the Contractor.

If a Mechanical Container is damaged or otherwise in need of repair, the Contractor shall provide a front-load Mechanical Container within twenty-four (24) hours after receiving a request for such service from a Customer. In the alternative, the Contractor may provide a Roll-Off Container, if the use of such container is approved by the Administrator. In all cases, the Contractor shall promptly provide assistance to ensure uninterrupted service to the Customer.

27.3 STORAGE, DISTRIBUTION AND REPLACEMENT OF CONTAINERS

27.3.1 Garbage Cans – Each Customer shall be responsible for storing and replacing their own Garbage Cans, if any.

27.3.2 Garbage Carts, Recycling Carts, and Recycling Bins – Each Customer shall be responsible for storing their Garbage Carts, Recycling Carts, and Recycling Bins, if any.

If a Residential Customer receives Collection Service with Recycling Bins, the Customer may obtain up to two (2) new Recycling Bins, to replace or supplement the Customer's existing bins, by calling the Contractor. The Contractor also shall be responsible for purchasing certain Garbage Carts and Recycling Carts pursuant to Section 27.1.4, above. The new Recycling Bins, Garbage Carts, and Recycling Carts shall be delivered to Residential Customers, without charge, by the Contractor. The Contractor shall deliver the Garbage Carts, Recycling Carts, and Recycling Bins to the Customer within two (2) Operating Days after the Contractor receives a request for them from the Customer or the Administrator.

The Contractor shall coordinate with the Administrator to ensure that the Contractor orders a sufficient quantity of carts and bins to satisfy the Contractor's obligations under this Agreement. The Contractor shall be responsible for the storage of all carts and bins that the Contractor purchases to satisfy its obligations under this Agreement, until the carts and bins are delivered to Customers.

27.3.3 Mechanical Containers – The Contractor shall be responsible for the storage, distribution, and replacement of its Mechanical Containers. The Contractor shall provide a Mechanical Container within two (2) Operating Days after receiving a request for a Mechanical Container from the Administrator or a Customer.

27.3.4 Collection Containers Damaged by Contractor – The Contractor shall repair or replace a Customer's Collection Container within two (2) Operating Days after being notified by the Administrator or Customer that the Customer's Collection Container was damaged by the Contractor. Any replacement shall be similar in style, material, quality, and capacity to the Customer's original container.

27.4 EXCHANGE OF CARTS AND CONTAINERS

Subject to the conditions contained herein, the Garbage Carts and Recycling Carts provided by the Contractor to Residential Curbside Customers pursuant to this Agreement shall be

approximately ninety-six (96) gallons in size. However, the Administrator may authorize or require the Contractor to provide carts that are approximately sixty-four (64) gallons in size to an individual Customer or a specific subdivision. Thus, ninety-six (96) gallons shall be the standard size for all Garbage Carts and Recycling Carts required by this Agreement. Sixty-four (64) gallons shall be the alternate size for all carts.

Subject to the conditions herein, the Contractor shall deliver a different Garbage Cart to any Customer that wishes to exchange their cart for one that is a different size. A Residential Curbside Customer that begins to receive Collection Service from the Contractor on January 1, 2017, shall be allowed to exchange their Garbage Cart for a different size, one time only, without paying any fee, if the Customer delivers a written request for an exchange to the Contractor on or before March 31, 2017. If the Customer submits a timely request, the Contractor shall deliver a different size Garbage Cart to the Customer no later than thirty (30) days after the Contractor receives the request. A New Residential Curbside Customer shall be allowed to exchange their Garbage Cart and/or Recycling Cart for a different size, without paying any fee, one time only, if the Customer delivers a written request for an exchange to the Contractor within ninety (90) days after the Customer receives the cart(s). In such cases, the Contractor shall deliver a different Garbage Cart and/or Recycling Cart to the New Customer within thirty (30) calendar days after receiving the Customer's request. If a Residential Curbside Customer fails to deliver a timely written request to the Contractor, or if the Customer already has exchanged their cart(s) before, the Contractor may charge a delivery fee for exchanging the Customer's cart and delivering it to the Customer's Premises. However, the Contractor shall not charge a delivery fee if a Residential Curbside Customer delivers their cart to the Contractor's local office. The Contractor's delivery fee shall be Twenty-Five Dollars (\$25.00) per delivery (i.e., not per cart).

The Contractor shall exchange a Mechanical Container when requested by the City or a Customer, if the Contractor has the requested size in stock. The Contractor shall deliver the requested container within two (2) Operating Days after receiving the Customer's request. There shall be no charge for exchanging a Mechanical Container.

27.5 TECHNICAL SPECIFICATIONS FOR COLLECTION CONTAINERS

27.5.1 Garbage Carts and Recycling Carts – The Garbage Carts and Recycling Carts provided by the Contractor shall comply with the size, color, and technical specifications established by the Administrator. In general, the carts shall: (a) have a nominal rated capacity of approximately sixty-four (64) or ninety-six (96) gallons, as applicable; (b) be hot-stamped or labeled with the City's logo, in accordance with the specifications provided by the Administrator; and (c) be compatible with the hydraulic lifting and dumping mechanism mounted on the Contractor's Collection vehicles. Each cart shall have a flat area on the top (outside) of the lid, which shall be at least eight (8) inches by sixteen (16) inches in size and suitable for the placement of informative stickers or decals.

Each type of cart and each size shall be uniform with regard to color, volumetric capacity, dimensions, finished surfaces, and hot stamping/labeling, but the color and specifications for Garbage Carts may be different than the ones for Recycling Carts. More specifically, Garbage Carts shall be provided in two (2) sizes (i.e., approximately 64 and 96 gallons) and one color (e.g., green). Recycling Carts shall be in two (2) sizes (i.e., approximately 64 and 96 gallons) and one color (e.g., blue).

Each cart shall be constructed to prevent the intrusion of water and animals, with covers that are free from sharp edges, and without any inside structures that prevent the discharge of its contents. The Contractor shall replace the labels on its Collection Containers on an as-needed basis, subject to the Administrator's approval. The Contractor shall provide the Administrator with the manufacturer's specification sheets for the Recycling Carts and Garbage Carts, before the Contractor orders the carts from the manufacturer.

- 27.5.2 Minimum Warranty for Carts – Each Garbage Cart and Recycling Cart shall be protected by a manufacturer's warranty with a duration of at least ten (10) years. The warranty shall explicitly provide that the warranty is transferable to the City and enforceable by the City, as well as the Contractor. A copy of the manufacturer's warranty shall be provided to the Administrator before the carts are ordered by the Contractor. The Contractor shall comply with the requirements in Section 11 of Exhibit 10 (Specifications for Garbage Carts and Recycling Carts).
- 27.5.3 Minimum Specifications for Carts – The Garbage Carts and Recycling Carts provided by the Contractor pursuant to this Agreement shall, at a minimum, comply with the requirements set forth in Exhibit 10 (Specifications for Garbage Carts and Recycling Carts), unless the City waives a requirement in writing. The Recycling Carts shall be equipped with Radio Frequency Identification ("RFID") chips, but the Garbage Carts do not need RFID chips.
- 27.5.4 Mechanical Containers – Mechanical Containers supplied by the Contractor shall be in good condition and shall be subject to the approval of the Administrator. Mechanical Containers shall have attached lids, unless the Administrator approves a different design for a particular use or they are open top Roll-Off Containers used for the Collection of Construction and Demolition Waste. Mechanical Containers shall have solid, durable sides and bottoms. Each Mechanical Container (except open top Roll-off Containers) shall have a heavy-duty removable plug in the bottom. The Contractor shall provide and install casters and locking devices for a Mechanical Container, upon the request of the Administrator or a Customer.
- 27.5.5 Minimum Specifications for Recycling Bins - The Recycling Bins provided by the Contractor pursuant to this Agreement shall be comparable to or better than the Recycling Bins that the City previously provided to its Residential Curbside Customers. The specifications for the City's current Recycling Bins are set forth in Exhibit 18. The Contractor may purchase Recycling Bins from the manufacturer that provided the City's current Recycling Bins or from any other reputable manufacturer. Before the Contractor orders Recycling Bins, the Contractor shall demonstrate to the Administrator's reasonable satisfaction that the Recycling Bins comply with the requirements in this Section 27.5.5 and Exhibit 18.

SECTION 28: CONTRACTOR'S VEHICLES AND COLLECTION EQUIPMENT

28.1 GENERAL REQUIREMENTS FOR CONTRACTOR'S VEHICLES AND COLLECTION EQUIPMENT

- 28.1.1 The Contractor shall purchase or lease, and maintain and repair, all of the vehicles

and equipment necessary to provide Collection Service in compliance with the approved Collection schedules, and otherwise promptly and efficiently comply with the requirements in this Agreement. The Contractor's vehicles and equipment shall be compatible (in size and weight) with, and appropriate for, the areas where such vehicles and equipment are utilized. Smaller vehicles or specialty equipment shall be used in areas where narrow streets, low hanging limbs or electrical wires, or other obstructions preclude the use of the Contractor's normal vehicles and equipment.

- 28.1.2 Contractor's Collection vehicles and equipment shall be a standard product of a reputable manufacturer so that continuing service, and the supply and delivery of spare parts, may be ensured. Replacement parts do not need to be a product of the same manufacturer as the original parts.
- 28.1.3 All of Contractor's Collection vehicles shall have waterproof seals and shall be watertight to a depth sufficient to prevent the discharge or leaking of liquids that have accumulated in the vehicle's cargo area during loading and transport operations.
- 28.1.4 Each Collection vehicle shall fully enclose the Contractor's Load. A Collection vehicle shall have a fully enclosed metal top, a tarpaulin, or a net cover with mesh openings not greater than one and one-half (1½) inches in size. The top, tarpaulin, or cover shall be kept in good working condition and shall be free from tears and holes. The Contractor shall use the cover and shall fully enclose the Contractor's Load at all times when the vehicle's speed exceeds twenty (20) miles per hour and at other times when necessary to prevent the Contractor's Load from blowing out of the vehicle.
- 28.1.5 All Collection vehicles shall be painted a uniform color. All Collection vehicles shall have painted sides, or shall have signs affixed on each side, stating "Proudly Serving the City of Sunrise" or alternate language approved by the Administrator.
- 28.1.6 Advertising shall not be allowed on the Contractor's vehicles, Collection Containers, or equipment used to provide Collection Service in the City.

28.2 DEDICATED FLEET FOR CITY

The Contractor shall maintain a dedicated fleet of vehicles for the City's benefit. The vehicles used to provide Collection Services under this Agreement shall not be used to collect Solid Waste or Recyclable Materials outside of the Service Area, and vehicles used outside of the Service Area shall not be used to provide Collection Service pursuant to this Agreement, unless the Contractor receives the Administrator's prior written approval for such activity.

28.3 AGE OF CONTRACTOR'S COLLECTION VEHICLES

On the Commencement Date, all of the Collection vehicles used by the Contractor under this Agreement shall be model year 2014 or newer. The vehicles may be fueled with compressed natural gas ("CNG") or diesel. During the initial term of this Agreement and any renewal term, no Collection vehicles used by the Contractor under this Agreement shall be more than eight (8) years old, unless it is used only as a reserve vehicle. Reserve vehicles shall not be more than ten (10) years old. The age of a vehicle shall be calculated from the model year of the vehicle. If a Collection vehicle is replaced during the initial term or any renewal term of this Agreement, the

replacement vehicle shall be brand new (i.e., the then current model year and never placed in service before) and fueled with CNG

28.4 ANCILLARY EQUIPMENT IN CONTRACTOR'S VEHICLES

- 28.4.1 All vehicles used to provide Collection Services under this Agreement shall be equipped at all times with: (a) all safety equipment required by Applicable Laws; (b) a fire extinguisher; (c) a shovel and broom; (d) a spill response kit; (e) an audible back-up warning device; and (f) back-up cameras. The spill response kit shall be suitable and adequate for cleaning up any leaks or spills of oil, hydraulic fluid, or other liquids from Contractor's Collection vehicles.
- 28.4.2 All vehicles used to provide Collection Services under this Agreement shall be equipped with a two-way radio, cellular telephone, or other equipment appropriate for communications between the vehicle operator, the Field Supervisor, and the District Manager.
- 28.4.3 All of the Contractor's Collection vehicles shall be equipped with Global Positioning Systems ("GPS") that identify and record the locations of the vehicles when they are being used to provide Collection Services under this Agreement. The locations shall be recorded at least once every five (5) seconds. The Contractor shall provide its GPS logs and records to the Administrator, upon request, in compliance with the requirements in Section 34.2.9, below.
- 28.4.4 All of the vehicles used to collect Recycling Carts shall be equipped with RFID readers and associated hardware that will scan and record the RFID information on the Recycling Carts. The Contractor must use commercially reasonable efforts to ensure that the RFID readers and associated hardware are properly collecting and recording the RFID information on the Recycling Carts at least ninety percent (90%) of the Operating Days each Operating Month when the vehicle is being used to collect Recyclable Materials from Recycling Carts. Upon request, the Administrator may waive this performance requirement if the Administrator determines the RFID information is not needed by the City.

28.5 RESERVE VEHICLES AND EQUIPMENT

- 28.5.1 The Contractor shall have sufficient reserve vehicles and equipment available to complete daily Collection routes according to the schedules established pursuant to this Agreement. The use of reserve vehicles and equipment shall include, but not be limited to occasions when front-line vehicles and equipment are out of service, or when delays will prevent front-line vehicles and equipment from completing their Collection route(s) within the established hours of Collection.
- 28.5.2 The reserve vehicles and equipment shall be ready to go into service within two (2) hours of any breakdown or delay experienced by a front-line vehicle. The reserve vehicles and equipment shall be similar in size and capacity to the vehicles and equipment being replaced.

28.6 MAINTENANCE AND CLEANING

- 28.6.1 The Contractor shall keep all Collection vehicles, Mechanical Containers, and equipment cleaned and painted to present a pleasing appearance at all times. All Collection vehicles and Mechanical Containers used primarily for the Collection of Garbage shall be washed thoroughly and sanitized with a suitable disinfectant and deodorant at least once each week, unless the Administrator approves an alternate cleaning schedule. Other Collection vehicles and Mechanical Containers shall be cleaned and washed, as necessary, to minimize the potential for odors and nuisance conditions.
- 28.6.2 The Contractor's Collection Plan must include a schedule for cleaning, painting and maintaining each Collection vehicle and Mechanical Container. At a minimum, the Contractor shall maintain each Collection vehicle and Mechanical Container in compliance with the manufacturer's recommendations.
- 28.6.3 The Contractor shall monitor, maintain and repair its Collection vehicles and equipment to prevent fuel, lubricants, and other liquids from leaking or spilling. Oil and hydraulic systems, and waterproof seals and enclosures, on the Contractor's vehicles and equipment shall be kept in good repair at all times to prevent leaks and spills.
- 28.6.4 Upon the request of a Customer or the Administrator, the Contractor shall provide a new or reconditioned Mechanical Container to replace a Mechanical Container used by the Customer or the City. However, the Contractor is not required to provide a new Mechanical Container to a Customer more than one time during any term of this Agreement, unless the Administrator instructs the Contractor to do so.

28.7 IDENTIFICATION OF CONTRACTOR'S VEHICLES AND EQUIPMENT

- 28.7.1 The Contractor's name and telephone number shall be displayed at all times, in letters at least four (4) inches high, on the driver's side and the passenger's side of each of the Contractor's vehicles used to provide Collection Service. Truck identification numbers shall be displayed at all times, in letters at least four (4) inches high, on all four (4) sides of all vehicles used to provide Collection Services.
- 28.7.2 All of the Contractor's vehicles used to provide Collection Services shall display information identifying the type of material (e.g., Solid Waste or Recyclable Materials) being collected. The information shall be displayed at all times, on the driver's side and the passenger's side of the vehicle body, in letters at least four (4) inches high. Upon the Administrator's request, the Contractor's vehicles also shall display information promoting the City's Solid Waste or Recycling programs. The information displayed on the Contractor's vehicles shall be subject to the approval of the Administrator and the Contractor, which approval shall not be unreasonably withheld.
- 28.7.3 The Contractor shall label each one of its Mechanical Containers with the Contractor's name and telephone number, and the identification number for the Mechanical Container. The labels shall be comprised of letters and numbers that are at least four (4) inches high. The labels shall be placed on at least two (2) sides of each Mechanical Container. At least one label must be readily visible when the

Mechanical Container is placed at a Customer's site. The labels must be painted or permanently affixed to the Mechanical Container and legible at all times.

28.8 COMPLIANCE WITH THE LAW APPLICABLE TO VEHICLES

- 28.8.1 At all times, the Contractor and its employees shall operate and maintain all Collection vehicles and equipment in compliance with all Applicable Laws.
- 28.8.2 At all times, the Contractor shall maintain all necessary licenses and registrations, and shall timely pay all fees and taxes, on all vehicles and equipment, as required under Applicable Laws.
- 28.8.3 All vehicles and equipment shall be operated in compliance with the Florida Uniform Traffic Control Law, Chapter 316, Florida Statutes, and the Ordinances.

28.9 CITY'S RIGHT TO INSPECT CONTRACTOR'S VEHICLES AND EQUIPMENT

- 28.9.1 The Administrator may inspect the Contractor's vehicles, equipment, licenses, and registrations at any reasonable time, without providing advance notice of the inspections. The City has the right, but not the obligation, to inspect each Collection vehicle each day, prior to its use in the City.
- 28.9.2 The Administrator shall have the authority to require the Contractor to immediately remove from service any Collection vehicle, Collection Container, or equipment that is leaking or spilling fluids, Solid Waste, or other materials. The Administrator also may require the Contractor to immediately clean, wash, paint, repair, or otherwise maintain any Collection vehicle, Collection Container, or other equipment. If the Administrator requests such action, the Contractor shall comply with the Administrator's request within one (1) Operating Day or the Contractor shall take the vehicle, container, or equipment out of service until the requested work can be completed. Further, the Administrator may require the Contractor to pressure spray and promptly clean any location where one of the Contractor's vehicles or Collection Containers has leaked fluids or spilled Solid Waste and thereby stained soils or pavement, or created an odorous or nuisance condition.

28.10 LOCAL STORAGE AND REPAIR OF CONTRACTOR'S VEHICLES

The Contractor shall provide a storage yard, garage, and maintenance facility that enables all-weather, year-round maintenance operations for the vehicles and equipment used pursuant to this Agreement. On December 1, 2016 and all times thereafter, the Contractor's storage yard, garage, and maintenance facility must be located within a twenty-five (25) mile radius of City Hall, 10770 West Oakland Park Boulevard, Sunrise, Florida. The Contractor shall not use City property to store, wash, repair, or maintain any vehicles or equipment.

28.11 SPILL CLEAN-UP MATERIALS

Before the Commencement Date, the Contractor shall install and thereafter maintain a lockable storage unit in a designated area of the City's public works yard for the storage of absorbent materials used to contain and clean-up spills of fuel, hydraulic fluid, leachate, or other liquids from the Contractor's vehicles. The Contractor shall store and at all times maintain a sufficient quantity of absorbent material in the storage unit to ensure the prompt and effective clean-up of

any spill involving up to fifty (50) gallons of fluid. Further, the storage unit shall be equipped with heavy-duty brush brooms suitable for use during a clean-up operation following a spill of fluids from the Contractor's vehicles.

The Contractor shall provide the Administrator with a key to the storage unit. If the Contractor fails to promptly respond to a spill, the City shall have the right, but not the obligation, to use the materials stored in the storage unit for the clean-up of any spill caused by the Contractor.

SECTION 29: CONTRACTOR'S PERSONNEL

29.1 GENERAL REQUIREMENTS

The Contractor shall use competent, qualified, sober personnel to provide the services required by this Agreement. The Contractor shall devote sufficient personnel, time, and attention to its operations under this Agreement to ensure that its performance will be satisfactory to the City.

29.2 DISTRICT MANAGER

Contractor shall appoint an employee to serve as the District Manager. The District Manager shall be the Contractor's primary point of contact with the City for all technical and administrative matters pertaining to this Agreement. The District Manager and the Field Supervisor(s) must have at least five (5) years of prior managerial experience providing residential and commercial services in a community that is comparable in size to the City. The District Manager must have the authority to make significant decisions concerning the day-to-day operation of Contractor's programs under this Agreement. The District Manager must have direct access to the Contractor's management for resolving problems beyond the District Manager's authority. At all times during the term of this Agreement, the District Manager must be immediately accessible to the Administrator by telephone and electronic mail. The District Manager shall be responsible for overseeing and implementing the Contractor's performance under this Agreement.

29.3 FIELD SUPERVISOR

The Contractor shall designate one or more Field Supervisors, who shall directly oversee the Collection Services provided under this Agreement. The Field Supervisor(s) shall have immediate access to an automobile or truck between 6:00 a.m. and 6:00 p.m., every Operating Day, so the Field Supervisor can respond to problems and other events affecting the Contractor's performance under this Agreement. At all times during the term of this Agreement, the Administrator shall have immediate access to the Field Supervisor(s) by telephone and electronic mail.

29.4 EMPLOYEE CONDUCT

The Contractor's personnel shall maintain a courteous and respectful attitude toward the public at all times. The Contractor shall instruct its employees to avoid loud or profane language during the performance of their duties under this Agreement. Contractor's employees shall not cause any disturbance, interference, or delay to any work or service rendered to the City or by the City. Contractor's employees shall not conduct themselves in a negligent, disorderly or dishonest manner.

29.5 EMPLOYEE IDENTIFICATION

The Contractor shall furnish each employee with an appropriate means of identifying him or her as an employee of the Contractor (e.g., a uniform with a name tag and company logo). The Contractor's employees shall wear the identification at all times while on duty. The Administrator has the right to approve the identifiers or identification furnished by the Contractor.

29.6 ATTIRE FOR EMPLOYEES

Contractor's employees shall wear proper attire at all times when working for the City under this Agreement. Proper attire shall consist of appropriate pants or shorts, a shirt with the Contractor's name or logo, and boots or similar footwear.

29.7 REMOVAL OF EMPLOYEES

The Administrator reserves the right to disapprove and request removal of any Contractor personnel assigned to the City's work. Such disapproval or request shall be for reasonable cause only. The Administrator shall meet with the Contractor's District Manager to discuss the Administrator's concerns, before the Administrator requests the District Manager to take any action concerning any employee. Notwithstanding the foregoing, the Contractor shall not be required to take any action with regard to the Contractor's personnel that would violate any Applicable Law. Notwithstanding anything to the contrary in Section 51, below, or elsewhere in this Agreement, the Contractor shall defend, save, and hold the City harmless from and against any and all legal actions or other proceedings brought by any employees so removed.

29.8 EMPLOYEE TRAINING AND LICENSES

- 29.8.1 All of the Contractor's employees shall be qualified and appropriately trained for the tasks assigned to them. The Contractor shall provide refresher courses and additional training to its employees, as needed, to ensure compliance with the requirements of this Agreement and all Applicable Laws.
- 29.8.2 At all times when operating vehicles or equipment pursuant to this Agreement, the Contractor's employees shall carry a valid Florida driver's license for the type of vehicle or equipment being operated.
- 29.8.3 The Administrator may request the Contractor's employees to produce their driver's license for inspection at any time when the employee is on duty.

29.9 CONTRACTOR'S COMPLIANCE WITH LABOR LAWS

The Contractor shall comply with all Applicable Laws concerning the protection and rights of employees, including but not limited to equal employment opportunity laws, minimum wage laws, immigration laws, the Americans with Disabilities Act, and the Fair Labor Standards Act.

29.10 LEGAL STATUS OF CONTRACTOR'S EMPLOYEES

A Person employed by the Contractor shall not be entitled to any rights or privileges granted by the City to the City's employees, such as pension, workers' compensation, unemployment compensation, civil service, or other employee benefits. The Contractor shall have the sole

responsibility for paying any wages and providing any employment benefits to the Contractor's employees.

29.11 SUBCONTRACTORS AND TEMPORARY LABOR

To the greatest extent practicable, the Contractor shall provide all of its Collection Services within the City by using permanent employees of the Contractor. The Contractor shall minimize and, if possible, eliminate the use of temporary labor for the provision of Collection Services. No subcontractors or temporary labor shall be used to provide Collection Services without the prior approval of the Administrator.

29.12 DRUG-FREE WORKPLACE

The Contractor shall make a good faith effort to promote and maintain a drug-free workplace. The Contractor shall publish a statement notifying its employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace. The statement shall specify the actions that will be taken against employees for violations of this prohibition. A copy of this statement shall be provided to each employee that will be engaged in providing services under this Agreement.

SECTION 30: CONTRACTOR'S LOCAL OFFICE

- 30.1** On and after December 1, 2016, the Contractor shall maintain a local customer service and dispatch office within a twenty-five (25) mile radius of City Hall, 10770 West Oakland Park Boulevard, Sunrise, Florida. The Contractor's office shall be open for business at least from 8:00 a.m. to 5:00 p.m., Monday through Friday. However, the Contractor's office does not need to be open on Holidays.
- 30.2** The Contractor's office shall be equipped with sufficient personnel and equipment to document and timely respond to all inquiries, issues, and Legitimate Complaints raised by the City or Customers. A responsible, experienced person shall be present and in charge of the office during all business hours. Contractor's office staff shall be familiar with the City and the Contractor's obligations under this Agreement.
- 30.3** The Contractor shall have a toll-free telephone number for calls from Customers in the City. The Contractor's telephone system shall have the capacity to receive multiple telephone calls simultaneously. All calls concerning complaints shall be answered by a Person located in the Contractor's local office or in a "call center" located in the State of Florida. The Contractor shall have extra staff working in the Contractor's office each Operating Day in January 2017 and as long thereafter as necessary to ensure Contractor's compliance with the requirements in Sections 30.2, 31.1.4, and 31.1.5. The Contractor's telephone number shall be listed in the Contractor's webpage and the two (2) largest telephone directories in the City. Contractor shall use an answering machine or answering service to receive and record messages when the office is closed or the Contractor is receiving more calls than its staff can answer. The answering machine or service shall give Customers the telephone number that the Customers may use to report an emergency.
- 30.4** The Contractor shall establish a process for receiving and handling emergency calls, both during and after normal operating hours. The Contractor's process shall ensure that a Customer receives an immediate response after reporting an emergency. Such process shall be subject to the Administrator's approval.

- 30.5** The Contractor's office shall be equipped with a two-way communication system that can be used to promptly contact the Administrator, the Contractor's District Manager, the Contractor's Field Supervisor, and all of the Contractor's Collection vehicles.
- 30.6** A sufficient number of Garbage Carts, Recycling Carts, and Recycling Bins shall be stored at the Contractor's local office to ensure that the Contractor can replace or exchange any cart or bin that is delivered to the Contractor's office by a Customer that wishes to replace or exchange their cart or bin pursuant to Section 27.4, above.

SECTION 31: CUSTOMER RELATIONS

31.1 HANDLING CUSTOMER COMPLAINTS AND REQUESTS

- 31.1.1** The Contractor shall be responsible for receiving all complaints and requests from Customers. If the Contractor receives a complaint or a request from a Customer, the Contractor shall enter the complaint or request into the Contractor's electronic tracking system pursuant to Sections 31.1.4 or 31.1.5, as applicable, and then the Contractor shall promptly initiate its response.
- 31.1.2** The District Manager or their designee shall determine initially whether a Customer's complaint is a Legitimate Complaint. If there is a dispute with the Customer or uncertainty, the Contractor shall notify the Administrator and the Administrator shall make the final determination as to whether a Customer's complaint is a Legitimate Complaint. Legitimate Complaints include but are not limited to:
- Missed Collections;
 - Failure to respond to Missed Collections in compliance with the requirements of this Agreement;
 - Mishandling of Solid Waste, Source Separated Recyclable Materials, or Collection Containers;
 - Failure to maintain vehicles, Collection Containers, or equipment in compliance with this Agreement;
 - Damage to public or private property;
 - Failure to pick up litter;
 - Failure to obey traffic regulations; and
 - Discourteous treatment of Customers.
- 31.1.3** The Contractor shall take whatever steps are necessary to promptly remedy the cause of a Legitimate Complaint. If the Contractor is informed about a Legitimate Complaint before 12 p.m. (noon) on an Operating Day, the Contractor must remedy the complaint before the end of that day. If the Contractor is notified about a Legitimate Complaint after noon on an Operating Day, or at any time on a Sunday or Holiday, the Contractor must remedy the complaint before noon on the next Operating Day. The Contractor may request and the Administrator shall grant additional time to remedy a Legitimate Complaint when the Contractor uses its best efforts to correct the problem, but is unable to do so within the time provided herein.
- 31.1.4** The Contractor must establish a real-time, web-based system for tracking all complaints. The Contractor shall enter each complaint into the Contractor's

electronic tracking system within one hour after the Contractor receives the complaint; however, if complaints are received when the Contractor's local office is closed, the complaint shall be entered into the electronic tracking system within two (2) hours after the office reopens on the next Operating Day. The Contractor shall configure the system in a manner that allows the Administrator to: (a) access the system and monitor the complaints from the City's computers; (b) identify the locations of the Customer complaints in real time on a street map; and (c) compare current and historical complaints, by type of complaint and by location. The Contractor's system shall provide immediate notice to the Administrator when a complaint is entered into the Contractor's tracking system. However, the Administrator does not need the ability to enter or delete data in the electronic tracking system. The format of the information collected in the electronic tracking system shall be subject to the Administrator's approval. With the Administrator's approval, the electronic tracking system may be used as the Contractor's complaint log, pursuant to Section 34.2.6, below. This tracking system shall be fully operational no later than December 16, 2016, pursuant to Section 5.2(k), above.

- 31.1.5 The Contractor shall establish a real-time web-based system for receiving and tracking a Customer's request for service. The Contractor's web-based system shall be designed to enable the Administrator and Customers to easily submit requests for service and receive prompt responses from the Contractor. The web-based system shall be available to all Residential Customers and Commercial Customers. The Contractor shall closely monitor such requests and shall provide initial responses no later than the next Operating Day after receiving a request from a Customer or the City. The Contractor's system shall provide immediate notice to the Administrator when a Customer submits a request to the Contractor. This tracking system shall be fully operational no later than December 16, 2016, pursuant to Section 5.2(k), above.
- 31.1.6 With regard to the computer systems required pursuant to Sections 31.1.4 and 31.1.5, above, the Contractor is encouraged but not required to design its systems to enable Customers to view the current status of their complaints and requests on-line.

31.2 DISPUTE RESOLUTION PROCESS FOR CUSTOMERS

- 31.2.1 The Contractor shall promptly notify the Administrator whenever the Administrator needs to resolve a dispute between a Customer and the Contractor, including but not limited to disputes concerning the proper interpretation and implementation of this Agreement and the Ordinances. The Contractor also shall promptly notify the Administrator about any disputes with a Customer that the Contractor has not been able to resolve within two (2) Operating Days after receiving the Customer's complaint.
- 31.2.2 The Administrator shall evaluate the facts concerning such disputes and shall make a fair and impartial determination about such matters. The Administrator shall notify the Contractor and the Customer in writing concerning the Administrator's decision about the disputed issues.
- 31.2.3 The Contractor and Customer shall have three (3) Operating Days to comply with the Administrator's decision or, in the alternative, provide the Administrator with a written request for a hearing before the Manager.

- 31.2.4 If a request is filed, the Manager shall act upon such request within thirty (30) days. The Manager shall provide the parties an opportunity to present their arguments and evidence concerning the relevant issues. The Manager shall notify the Customer, the Contractor, and the Administrator in writing concerning the Manager's decision. The Manager may: (a) confirm, in whole or in part, the Administrator's findings; (b) grant relief to the Customer or the Contractor; or (c) take whatever other action the Manager deems necessary and appropriate. The Manager's decision shall be final and shall not be subject to further appeal within the City.

SECTION 32: CONTRACTOR'S RELATIONSHIP WITH THE CITY

32.1 AVAILABILITY OF CONTRACTOR'S REPRESENTATIVES

The Contractor shall cooperate with the City in every reasonable way to facilitate the successful completion of the activities contemplated under this Agreement. The Administrator shall have twenty-four (24) hour access to the Contractor's District Manager and Field Supervisor via telephone and electronic mail from the City. Answering machines, pagers, or other devices that do not provide for immediate contact with the Contractor's District Manager and Field Supervisor shall not satisfy the requirements of this paragraph. The Contractor's District Manager shall meet with the Administrator within five (5) Operating Days after receiving a request for a meeting to discuss the Contractor's performance under this Agreement or other issues of concern to the Administrator.

32.2 ADMINISTRATOR'S REVIEW OF CONTRACTOR'S PERFORMANCE

The Administrator is hereby designated as the public official responsible for the day-to-day administration of this Agreement by the City. The Contractor shall diligently work with the Administrator to formulate and adopt procedures that will facilitate the Contractor's performance under this Agreement and the Administrator's review of the Contractor's work.

32.3 CITY'S RIGHT TO INSPECT CONTRACTOR'S OPERATIONS

The City shall have the right to inspect the Contractor's facilities and operations at any reasonable time to determine whether the Contractor's performance complies with the requirements of this Agreement. The Contractor shall make its facilities and operations available for the City's inspection and shall cooperate fully. The City is not obligated to provide advance notice of its inspections.

32.4 CITY'S RIGHT TO APPROVE

Whenever this Agreement authorizes the City or one of its representatives (e.g., the Administrator) to approve a request by the Contractor, the City shall have the right to withhold its approval until the Contractor submits all of the information needed to evaluate the Contractor's request. The City shall fairly and objectively evaluate the information provided by the Contractor, as well as any other relevant facts. However, the City shall have the exclusive right to weigh the relevant facts and determine whether the approval of the Contractor's request is consistent with the requirements in this Agreement and the public interest.

32.5 THE CITY'S RIGHT TO REQUIRE PERFORMANCE

The City shall have the right to take all steps necessary to ensure the Collection of Solid Waste in the Service Area. If the Administrator instructs the Contractor to collect Solid Waste pursuant to this Agreement and the Contractor fails to do so within twenty-four (24) hours after the Contractor receives the Administrator's request, the City may collect such material using its own resources or by using a third party vendor. The City may deduct the cost of collecting such material from the City's monthly payments to the Contractor if the Contractor was obligated under this Agreement to collect the Solid Waste. If the Contractor collects the Solid Waste pursuant to the request of the Administrator and it is subsequently determined that the Contractor was not obligated to do so under this Agreement, the City shall pay the reasonable, documented, out-of-pocket costs incurred by the Contractor for such services.

SECTION 33: CONTRACTS FOR COMMERCIAL COLLECTION SERVICE

33.1 CONTRACTS FOR COMMERCIAL COLLECTION SERVICE

The Contractor shall enter into a service contract with each New Customer before the Contractor provides Commercial Collection Service to that Customer. During the Transition Period, the Contractor shall use its best efforts to enter into service contracts with all existing Commercial Customers (i.e., Customers receiving Collection Service from the City's franchised hauler before the Commencement Date).

The Contractor shall prepare a standard form that the Contractor shall use as its service contract with Commercial Customers. The proposed form shall be provided to the Administrator for approval on or before September 30, 2016, pursuant to Section 5.2(f), above, and whenever the Contractor proposes to change its content. The terms and conditions contained in the form shall be consistent with the requirements in this Agreement; the service contract shall not contain any requirements or fees that are not authorized in this Agreement. The term of the service contract shall not extend beyond the term of this Agreement, except as otherwise provided in Section 27.1.5, above. The Administrator shall have the authority to approve the Contractor's service contract, or require additions, deletions, or changes to the language therein, including changes to the disclosure statement provided below. The Contractor's service contract shall identify: (a) the service(s) that will be provided to the Customer; (b) the size and type(s) of Collection Container(s) that will be used; (c) the frequency of Collection; (d) the Scheduled Collection Day(s); (e) the Rates for the services that will be provided; and (f) the total amount to be paid each month by the Customer. The service contract also shall contain the following disclosure statement, unless alternate language is approved by the Administrator:

REGULATION BY SUNRISE

This contract for the collection of solid waste is regulated by the City of Sunrise. If you have questions or concerns regarding the terms in this contract, you may call the Contractor at (954)-XXX-XXXX or the City's contract administrator at (954) 746-3232 for assistance.

COMPACTORS AND ATTACHED ROLL-OFF CONTAINERS

You may provide your own compactor and mechanical container for the collection of the solid waste you generate, if your compactor and container are the type that can be serviced by the Contractor's collection equipment. In the alternative, you may obtain a compactor and mechanical container from the Contractor. In all cases, the compactor and mechanical container must be maintained in a safe, sanitary, serviceable condition by the owner of the compactor and mechanical container.

RATES FOR SERVICES

The City has approved standard rates for the collection of solid waste and for special services. Under this contract, you will pay the following rates for the Contractor's services. However, the City's contract administrator has the right to review and approve any charge the Contractor wishes to impose for any service. You may call the Contractor or the City's contract administrator if you have questions about any of the Contractor's rates.

On or before October 1 of each Operating Year, the Contractor shall provide each Commercial Customer with a copy of the disclosure statement. The disclosure statement may be incorporated into the Contractor's invoices to its Commercial Customers or it may be distributed as a separate document.

33.2 DISCLOSURE OF FEES FOR COMMERCIAL COLLECTION SERVICE

The Contractor's service contract shall identify all of the services that the Contractor will provide to the Commercial Customer and all of the associated Rates. No fees or charges may be collected from any Commercial Customer unless such fees and charges were disclosed to that Customer before the Contractor provided its services. With regard to existing Commercial Customers, the Contractor shall be presumed to have disclosed its Rates if the Contractor provided notice in compliance with Section 35 prior to commencing its Collection Service on January 1, 2017. This presumption shall expire on June 1, 2017. Thereafter, if a dispute arises with a Customer concerning the Contractor's Rates, the Contractor will not be entitled to payment unless the Contractor demonstrates that it has a service contract with the Customer and the Contractor fully disclosed its Rates to the Customer prior to providing its Collection Service.

33.3 RESERVED

33.4 INITIATION OF SERVICE TO A COMMERCIAL CUSTOMER

On January 1, 2017, the Contractor shall begin to provide its Collection Services to each Commercial Customer in the Service Area. Thereafter, the Contractor shall provide its Collection Services for Commercial Waste within two (2) Operating Days after the Contractor receives a request for service from a New Customer that has (a) signed a service contract with the Contractor, (b) opened a utility account with the City, and (c) placed the applicable monetary deposits with the City. Before the Contractor begins to provide Collection Service to the New Customer, the Contractor shall confirm with the City that the New Customer has complied with the requirements identified in (b) and (c), above.

33.5 TERMINATION OF SERVICE TO A COMMERCIAL CUSTOMER

The Contractor may terminate Collection Service to a Commercial Customer based on the Customer's failure to pay the Contractor's bills for Collection Service. The Contractor shall notify the Administrator at least fifteen (15) calendar days before service is terminated to a Commercial Customer. Upon being notified, the City shall take whatever action it deems appropriate to enforce compliance with the City's Ordinances. If Collection Service is terminated, the Contractor may remove its Collection Containers and other equipment from the Customer's Premises.

SECTION 34: RECORD KEEPING AND REPORTING

34.1 GENERAL RECORD KEEPING AND REPORTING REQUIREMENTS

- 34.1.1 The Contractor shall be solely responsible for keeping all of the records and documents necessary to demonstrate that Contractor has performed its duties in compliance with the requirements in this Agreement. The Contractor's records shall be accurate, well-organized and up-to-date at all times. The Contractor's records concerning its performance under this Agreement shall be kept in the Contractor's local office or in another location in Broward County for at least three (3) years following the expiration or termination of this Agreement.
- 34.1.2 All of the Contractor's reports to the City shall be submitted in an electronic (digital) format that is compatible with the City's software (currently Microsoft). Hard copies also shall be provided, if requested by the Administrator or if they are expressly required herein. The format and content of the Contractor's reports are subject to the Administrator's approval. The reports shall be signed by the District Manager or other duly authorized representative of the Contractor.
- 34.1.3 The Contractor shall prepare the logs identified in Sections 34.2.1, 34.2.2, 34.2.3, 34.2.5, 34.2.6, 34.2.7 and 34.2.8 of this Agreement. The Contractor is encouraged to maintain the log identified in Section 34.2.4, but the Contractor shall not be required to do so, unless the Administrator concludes that the reporting requirements in Section 34.2.4 must be enforced to ensure the Contractor's compliance with the other provisions in this Agreement.
- 34.1.4 All of the Contractor's logs shall be maintained in an electronic database that is compatible with the City's software systems. The database shall be available for inspection by the City at any time during normal business hours. Upon request, the information in the logs shall be provided to the Administrator within five (5) Operating Days. The general format and content of the Contractor's logs shall be subject to the Administrator's approval.

34.2 SPECIFIC RECORD KEEPING REQUIREMENTS

- 34.2.1 Collection Service Log – The Contractor shall maintain records and a log concerning all of the Collection Services the Contractor provides to each Customer in the Service Area. At a minimum, the records shall identify: the type of service provided to each Customer; the date(s) when service was provided; the size of, and frequency of Collection for, the Mechanical Containers (if any) used by the Customer; and the Collection Services (e.g., Special Collection Services), if any, for

which the Customer must pay additional fees. The Contractor shall maintain the same records with the same information for all of the Collection Services that the Contractor provides to the City pursuant to Section 36. The Contractor shall summarize its records in a log.

34.2.2 Solid Waste Disposal Log – The Contractor shall maintain records and a log concerning all of the Solid Waste it collects in the Service Area, including the materials collected for the City pursuant to Section 36. The records shall identify the amount of Solid Waste collected and the locations where the Solid Waste was taken for disposal, as documented by scale house tickets and receipts. The records shall address each Load of Solid Waste for each Collection vehicle for each Operating Day. The Contractor's records shall clearly show that the Contractor paid, pursuant to Section 39.10, the Tipping Fees for the Solid Waste that the Contractor collected pursuant to Section 36, below. These records shall be summarized in a log.

34.2.3 Recyclable Materials Log – The Contractor shall maintain records and a log concerning all of the Source Separated Recyclable Materials it collects in the Service Area pursuant to this Agreement, including the materials collected for the City pursuant to Section 36. The records shall identify the amount of Source Separated Recyclable Materials collected and the locations where the Source Separated Recyclable Materials were taken for processing, as documented by scale house tickets and receipts. The records shall address each Load of Source Separated Recyclable Materials for each Collection Vehicle for each Operating Day. These records shall be summarized in a log.

The Contractor's records also shall include the information obtained from the RFID chips in the Recycling Carts. The records shall identify the Recycling participation rates and other relevant data needed to implement the recycling rewards program pursuant to Section 36.12, below.

34.2.4 Vehicle Maintenance Log – Upon request, the Contractor shall keep maintenance records and a log for each vehicle used for Collection Service. At a minimum, the log shall show: the identification number for the vehicle; the date and description of all routine maintenance activities; and the date and description of all repair activities.

34.2.5 Non-Collection Notice Log – The Contractor shall maintain records and a log of all occasions when the Contractor issued Non-Collection Notices. The log shall include: the date when the notice was issued; the Customer's street address; and the reason for the Non-Collection Notice.

34.2.6 Complaint Log – The Contractor shall maintain records and a log of all complaints. The log shall include: the date and time when the Contractor was notified by the City or Customer; the Customer's street address; a description of the complaint; whether the complaint was a Legitimate Complaint; the date and time when the complaint was resolved; and a description of how the complaint was resolved.

34.2.7 Property Damage Log – The Contractor shall maintain records and a log concerning all accidents and events when Contractor's employees, vehicles, or equipment caused an injury to any Person or domestic animal, or damage to any public or private property. At a minimum, the log shall include: the date and time when the event occurred; the address where the event occurred; the name of the Person that reported the event; a description of the event; the vehicle or equipment number, and/or the name of the employee involved in the event; the name and address of the

Person suffering the injury or damage; a description of the injury or damage suffered; and a description of how and when the matter was resolved.

34.2.8 Cart Log – The Contractor shall maintain records and a log concerning the Garbage Carts, Recycling Carts, and Recycling Bins that are provided by the Contractor pursuant to this Agreement. At a minimum, the log shall identify: the number of carts and Recycling Bins provided to the Customers each Operating Month; the size and type (e.g., Recycling Cart) of each cart delivered to Customers; the identification (serial) number of each cart; the location where each cart and each bin is delivered; the number of carts in the Contractor’s inventory, identified by size and type; the number of Recycling Bins in the Contractor’s inventory; the number of carts damaged beyond repair, identified by size and type; and the number of carts replaced under warranty. The log shall identify the address of each Dwelling Unit occupied by a Customer that received a cart, and the log shall identify the serial number of each cart that was provided to each Customer. The log also shall identify the name and address of each Person that purchases a Garbage Cart pursuant to Section 39.13, below.

34.2.9 GPS Records – The Contractor shall maintain records and a log concerning the Global Positioning Systems (“GPS”) data that is obtained from the Collection vehicles used by the Contractor to provide Collection Services under this Agreement. The Contractor shall maintain the GPS logs and records for each Collection vehicle for at least twelve (12) Operating Months after the GPS data was obtained. The records shall reflect a “ping rate” of every five (5) seconds for the GPS data. Upon the Administrator’s request, the Contractor’s records should be provided to the City in CSV or ASCII tabular format and should contain columns for longitude/latitude coordinates, as well as time and date stamps. Other formats may be acceptable with the prior approval of the Administrator. Upon request, the GPS data shall be provided to the City within five (5) Operating Days; however, the Contractor shall use its best efforts to produce the data quicker if the data are needed to evaluate a Legitimate Complaint concerning the Contractor’s performance under the Agreement.

34.3 WEEKLY REPORTS

34.3.1 Collection Service for Construction and Demolition Waste – The Contractor shall submit weekly reports to the Administrator concerning all of the Collection Service for Construction and Demolition Waste that was provided during the preceding week. The report shall include: (a) the date(s) when the Construction and Demolition Waste was collected; (b) the Customer’s name, billing address, and telephone number; (c) the street address where the Mechanical Container for the Collection of Construction of Demolition Waste was located; (d) the size of the Mechanical Container(s) used, measured in cubic yards; (e) the amount of waste that was disposed of, as documented by scale house tickets and receipts; (f) the amounts to be charged to the Customer for the Collection Service provided; and (g) the amount to be charged to the Customer for disposal service.

34.3.2 Collection Service for Roll-Off Containers – The Contractor shall submit weekly reports to the Administrator concerning all of the Collection Service provided for each Compactor and Roll-Off Container during the preceding week. The report shall include: (a) the date(s) when Collection Service was provided; (b) the

Customer's name, billing address, and telephone number; (c) the street address where the Compactor and/or Roll-Off Container were located; (d) the size of the Roll-Off Container; (e) the amount (tonnage) of waste that was disposed of, as documented by scale house tickets and receipts from the Designated Facility; (f) the amount to be charged to the Customer for the Collection Service; and (g) the amount to be charged to the Customer for disposal service.

- 34.3.3 Commercial Service Report – The Contractor shall submit weekly reports to the Administrator concerning additions to and changes in the Commercial Collection Service that the Contractor provided during the preceding week. The report shall identify all New Customers that began to receive service, all changes in the level of service provided to existing Customers, and all related information needed by the City to properly bill the Customers for the services provided by the Contractor. This information shall include the date when the new Collection Service was provided or the existing Collection Service was changed. For each such Customer, the report shall provide the Customer's name, billing address, and telephone number. Where appropriate, this report may refer to, without duplicating, the information contained in the reports provided pursuant to Sections 34.3.1 and 34.3.2, above.

34.4 QUARTERLY REPORT

- 34.4.1 The Contractor shall submit a quarterly report to the Administrator no later than the fifteenth (15th) day of each calendar quarter (i.e., January 15; April 15, July 15; October 15) during each Operating Year. At a minimum, the quarterly report shall contain the following information for the previous quarter: (a) the total quantity of each type of Residential Waste (e.g., Garbage; Bulky Waste, Yard Waste) delivered to each Designated Facility pursuant to this Agreement; (b) the total quantity of Source Separated Recyclable Material delivered to each Designated Facility; (c) the amount of Solid Waste and Source Separated Recyclable Material (if any) delivered to other facilities; (d) the number of Missed Collections; (e) a summary of each accident involving personal injuries or property damage; (f) the total number of Legitimate Complaints; and (g) the total number of Garbage Carts and the total number of Recycling Carts, each broken down by size, that were delivered to Customers during the quarter. The first quarterly report shall be submitted to the City on or before April 15, 2017.
- 34.4.2 The quarterly report shall include any information requested by the Administrator to enable the City to comply with Chapter 403, Florida Statutes, or other Applicable Laws concerning Recycling rates, Recycling goals, Solid Waste management programs, or similar matters.
- 34.4.3 Whenever the Contractor submits a quarterly report to the City, the Contractor also shall submit a signed written statement from the District Manager or their designee, verifying that the quarterly report is accurate in all respects. The District Manager or their designee also shall verify in each quarterly report that: (a) all of the Solid Waste and Source Separated Recyclable Material collected by the Contractor under this Agreement has been delivered to a Designated Facility; (b) the Contractor's quarterly report accurately accounts for all such deliveries; (c) the Contractor has paid, pursuant to Section 39.10, all of the Tipping Fees for all of the Solid Waste collected by the Contractor pursuant to Section 36, below.

34.5 ANNUAL REPORT

Contractor shall submit an annual report to the Administrator no later than sixty (60) calendar days after the end of each Operating Year. At a minimum, the annual report shall include the following information: (a) annualized information for all items required in the quarterly reports; (b) updated lists of all vehicles and equipment used to provide Collection Service under this Agreement; (c) a description and inventory of the equipment, facilities, manpower, and other resources available for emergency conditions; (d) a trend analysis and overall evaluation of the number and types of Legitimate Complaints received by the Contractor on a monthly and annual basis during the term of this Agreement; (e) a corrective action plan for systemic and chronic problems, if any; (f) an updated Collection Plan; (g) an updated Contingency Plan; (h) an updated Safety Plan; (i) a summary of all accidents and Legitimate Complaints involving personal injuries or damage to public or private property during the prior year; and (j) a list of the vehicles, if any, that will be replaced in the upcoming year to comply with the requirements in Section 28.3 herein. The first annual report shall be submitted to the City on or before December 1, 2017.

34.6 ACCIDENT REPORTS

The Contractor shall notify the Administrator of any accidents involving the Contractor's employees, vehicles, or equipment that occur while the Contractor is performing services under this Agreement and (a) result in personal injuries or damage to public or private property or (b) require notification to a regulatory agency under Applicable Laws. In all such cases, notice shall be provided via electronic mail to riskmanagement@sunrisefl.gov and to the Administrator within six (6) hours, or within a reasonable amount of time, of the accident or incident date. Upon request, a more complete written report shall be provided to the Administrator and the City's Risk Management Division within one (1) Operating Day, or within a reasonable period of time, of the accident or incident date. If any issues are unresolved at that time, a subsequent report shall be provided to the Administrator within two (2) Operating Days following the ultimate disposition of the case. The initial notice and subsequent written reports shall include the date and time of the event, a description of the event, an estimate of the damages and injuries (if any) caused by the event, and a description of how the event and any associated damages and injuries were handled or will be handled.

34.7 CITY'S RIGHT TO INSPECT AND AUDIT CONTRACTOR'S RECORDS

Contractor shall cooperate with the Administrator and provide every reasonable opportunity for the City to ascertain whether the duties of the Contractor are being performed properly. Contractor shall promptly provide any information regarding the services provided by the Contractor under this Agreement, in addition to the information required explicitly by this Agreement, that the Administrator or the Contractor deem relevant under the circumstances.

The City shall have the right to inspect, copy, and audit, at the City's expense, all of the Contractor's records concerning the Contractor's services under this Agreement, except the Contractor's confidential personnel records and the Contractor's confidential profit and loss statements. The Contractor's records shall be made available for inspection in the City during normal business hours, or the records shall be submitted to the City in an electronic (digital) format, within five (5) Operating Days after the Administrator requests the records.

34.8 PUBLIC'S RIGHT TO INSPECT CONTRACTOR'S RECORDS

The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the Contractor and this Agreement are subject to the requirements in Section 119.0701, Florida Statutes, the Contractor shall:

- (a) Keep and maintain public records required by the City to perform the services provided hereunder.
- (b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City.
- (d) Upon completion of the Agreement, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If the Contractor fails to comply with the requirements in this Section 34.8, the City may enforce these provisions in accordance with the terms of this Agreement. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954/746-3333), E-MAIL ([CITYCLERK @SUNRISEFL.GOV](mailto:CITYCLERK@SUNRISEFL.GOV)), OR MAIL

**(CITY OF SUNRISE, OFFICE OF THE CITY
CLERK, 10770 WEST OAKLAND PARK
BOULEVARD, SUNRISE, FLORIDA 33351).**

SECTION 35: PUBLIC NOTICES

The Contractor shall provide the following notices and educational services to help inform the public about the City's Solid Waste management system. The Contractor shall work closely with the City when preparing the notices, educational materials, and promotional information required pursuant to this Section 35. The design and content of the notices, educational materials, and promotional information shall be subject to the Administrator's prior approval. The Contractor shall be responsible for all expenses associated with designing, printing, and delivering the notices and otherwise providing the educational services required herein. The Contractor will coordinate with the Administrator to ensure that all of the notices required herein are posted on the City's webpage, whenever feasible.

35.1 NOTICE FOR COMMENCEMENT OF SERVICE

Prior to the Commencement Date, the Contractor shall design, print, and deliver a notice to each Commercial Customer and each Residential Customer concerning the Contractor's Collection Services under this Agreement. Notice shall be provided to all Commercial Customers on or before December 10, 2016. Notice shall be provided to all Residential Customers on or before December 20, 2016. The notice shall be delivered by the U.S. Postal Service or hand delivered via door hangers. At a minimum, the notice to Residential Customers shall (a) identify each of the Scheduled Collection Days for the Customer receiving the notice, (b) summarize the applicable Set Out requirements, and (c) include other educational and promotional information provided to the Contractor by the Administrator. The notice also may provide other relevant information concerning the Contractor's services.

35.2 ANNUAL NOTICE TO CUSTOMERS

The Contractor shall design, print, and deliver an annual notice to all Customers within the Service Area. The notice shall include the same basic information provided for the commencement of service pursuant to Section 35.1, above, but the annual notice shall be updated, as necessary. The Contractor shall provide the annual notice in October of each Operating Year.

35.3 NOTICES FOR NEW CUSTOMERS

The Contractor shall design, print, and mail or deliver appropriate informational materials for each New Customer. At a minimum, the notice shall include the same general information that is contained in the annual notice pursuant to Section 35.2, above.

35.4 NOTICES CONCERNING PERMANENT CHANGES IN COLLECTION SCHEDULES

The Contractor shall design, print, and deliver a notice to each Residential Customer and each Commercial Customer that will be affected by a permanent change in the Scheduled Collection Days that will occur after January 1, 2017. An electronic (digital) copy of the draft notice shall be submitted to the Administrator for review and approval at least three (3) weeks prior to the printing and delivery of the notice. The approved notice shall be delivered to the affected Customers at least five (5) days before the Contractor changes its Scheduled Collection Days. The Contractor also shall place the notice on the Contractor's website at least ten (10) days before

the permanent change.

35.5 NOTICES FOR HOLIDAYS

The Contractor shall provide notice to each Customer that will be affected by a change in their Scheduled Collection Days because of a Holiday. The Contractor shall publish the notice in the newspaper of general circulation that has the largest number of subscriptions in Broward County. The newspaper notice shall be published at least three (3) days before the Holiday. The Contractor also shall place the notice on the Contractor's website at least ten (10) days before the Holiday.

SECTION 36: CONTRACTOR'S SERVICES FOR THE CITY

36.1 GENERAL REQUIREMENTS

Subject to the conditions contained herein, the Contractor shall provide Collection Services for the City, without charge, at certain City facilities and other public locations designated by the Administrator. The Contractor shall be solely responsible for all of the costs and expenses associated with these services, including the cost of Collection and the cost of purchasing, delivering, maintaining, and using Collection Containers, except as otherwise explicitly set forth herein.

With regard to the Contractor's services for the City, the Administrator shall determine: (a) the size of the Collection Containers that shall be provided by the Contractor; (b) the frequency of Collection Service for each Collection Container; (c) the location where the Collection Container will be placed by Contractor; and (d) the types of Collection Containers to be used. The Administrator shall have the right to increase or decrease the number of Collection Containers at any location, as well as the right to add new locations for the placement of Collection Containers.

At a minimum, the Contractor's Collection Services for the City's properties and facilities shall be provided in compliance with the following requirements:

- (a) Garbage and Rubbish shall be collected twice each week;
- (b) Source Separated Recyclable Materials shall be collected once each week; and
- (c) Mechanical Containers shall be emptied by the Contractor whenever the Mechanical Containers are full.

If the Administrator notifies the Contractor before 12 p.m. (noon) that a Mechanical Container used by the City is full, the Contractor shall empty the container on the same day. If the Administrator notifies the Contractor after noon, the Contractor shall empty the Mechanical Container before noon on the next Operating Day. The Contractor shall increase the size of the Collection Container or the frequency of Collection Service for any Collection Container if the Administrator determines the current level of service is inadequate.

36.2 COLLECTION OF SOLID WASTE AND SOURCE SEPARATED RECYCLABLE MATERIALS AT CITY FACILITIES

The Contractor shall provide for the Collection of the Garbage, Rubbish, Yard Waste, and Source Separated Recyclable Materials generated on any property that is owned, occupied, leased, or

controlled by the City at any time during the term of this Agreement. Exhibit 11 identifies the City properties that, as of the Effective Date, shall receive Collection Service. Exhibit 11 also identifies the type and frequency of Collection Service to be provided to each City property, beginning on January 1, 2017. The Contractor's obligations under this Section 36.2 include the Collection of Garbage, Rubbish, Yard Waste, and Source Separated Recyclable Materials that are collected by the City at other locations as a result of the City's operations and then transported to the City properties identified in Exhibit 11. The Administrator may add properties to Exhibit 11, if the properties are acquired, occupied, leased, or controlled by the City after the Effective Date. The Administrator shall provide advance notice to the Contractor concerning any properties that will be added to Exhibit 11 and the Administrator shall designate a reasonable date for the commencement of the Contractor's Collection Services at such properties. The City's payments to the Contractor shall not change as a result of adding new properties to Exhibit 11.

36.3 COLLECTION SERVICE FOR TRASH RECEPTACLES AT BUS STOPS AND OTHER PUBLIC LOCATIONS

The Contractor shall provide Collection Service for Garbage and Rubbish discarded at the bus stops and other public locations in the Service Area where the City has placed trash receptacles. These locations are identified in Exhibit 12. At each of these locations, the Contractor shall remove all of the Garbage and Rubbish that has been placed in or near the trash receptacle. This service shall be provided at least two (2) times each week. At least one additional time each week, the Contractor shall inspect each location and empty any trash receptacle that is full or substantially full. The Contractor shall replace the Plastic Bag in a trash receptacle, and pick up all of the litter within ten (10) feet of the trash receptacle, each time the receptacle is emptied. The Contractor shall be responsible for purchasing and replacing all of the Plastic Bags used when providing Collection Service pursuant to this Section 36.3.

The City shall be responsible for purchasing, installing, maintaining, and replacing the trash receptacles that will be used pursuant to this Section 36.3. Each trash receptacle shall be approximately forty (40) gallons or less in capacity. The Contractor shall promptly notify the Administrator if one of the City's trash receptacles needs to be repaired or replaced.

The Administrator may change the location of any trash receptacle identified in Exhibit 12. The Administrator also may increase or decrease the number of trash receptacles that shall receive Collection Service by the Contractor. There shall be no change in the Rates paid to the Contractor for providing Collection Service to these trash receptacles unless the City adds trash receptacles at more than twenty-five (25) additional locations during the term of this Agreement. There currently are one hundred twelve (112) trash receptacles identified in Exhibit 12. There will not be an increase in the Rates unless the Administrator designates more than one hundred thirty-seven (137) trash receptacles in Exhibit 12. The "per-unit rate" in Exhibit 5 for Collection Service at trash receptacles shall apply to the one hundred thirty-eighth (138th) trash receptacle and each additional trash receptacle that is added to Exhibit 12 thereafter by the Administrator.

36.4 PUBLIC DROP-OFF LOCATION FOR RECYCLABLE MATERIALS

The Contractor shall provide Collection Service for Source Separated Recyclable Materials at a location in the Service Area that will be used as a public drop-off site. The Administrator shall designate the location of the drop-off site. The Contractor shall collect the Source Separated Recyclable Materials at this location at least one time each week. As of the Effective Date, the drop-off site is located at City Hall.

36.5 COLLECTION SERVICES WITH ROLL-OFF CONTAINERS

The Contractor shall provide Roll-Off Containers and Collection Services at the locations identified in Exhibit 11, including the City's Public Works Department, the Springtree Golf Course, and the City's Utilities Department, as well as other locations selected by the Administrator. However, the Contractor shall not be required to provide Collection Service to construction projects for which the City has hired a construction contractor. The Contractor shall not be required to provide more than ten thousand (10,000) cubic yards of free Collection Service with Roll-Off Containers each Operating Year pursuant to this Section 36.5. This limit does not apply to Roll-Off Containers provided pursuant to other sections of this Agreement.

Upon the Administrator's request, the Contractor shall provide additional Roll-Off Containers and shall collect more than ten thousand (10,000) cubic yards of material pursuant to this Section 36.5. The Contractor may charge the City for this additional Collection Service, provided that the Contractor notified the Administrator that the specific service requested would require the payment of additional fees and the Administrator gave prior written approval for the service and the fees. In such cases, the Contractor may charge the City, based on the Rate provided in Exhibit 5 for Roll-Off Collection Service used by the City.

36.6 COLLECTION FOR COMMUNITY EVENTS

The Contractor shall provide Collection Service for up to twelve (12) Community Events that are designated by the Administrator each Operating Year, including but not limited to the City's Fourth of July celebration and other special events conducted by the City's Leisure Services Department. The Contractor also shall provide Collection Containers, including Recycling Containers, for each of the Community Events. The Administrator shall designate the number, size, and type of containers required for each event, and the locations where the containers will be placed.

If the City requests Collection Service for more than twelve (12) events in any Operating Year, the Contractor shall provide the requested service, but the Contractor may charge the City for its services. The Contractor's charges shall not exceed the applicable Rates in Exhibit 5 for Commercial Collection Service.

36.7 RESERVED

36.8 COLLECTION SERVICE FOR ILLEGAL DUMPING

If requested by the Administrator, the Contractor shall collect Solid Waste, including Bulky Waste, that has been disposed of without authorization on a public right-of-way, park, or other public property. However, the Contractor is not obligated to collect materials from illegal dumping on private property.

The Administrator also may request, and the Contractor shall provide, immediate Collection Service for Bulky Waste and Yard Waste if the Administrator concludes that the waste materials pose an imminent threat to the public health, safety and welfare (e.g., due to glass or sharp objects

in the Bulky Waste). However, nothing herein requires the Contractor to collect Hazardous Material; the management of such material shall be governed by Section 15.4, above.

36.9 DOCUMENT SHREDDING AND DISPOSAL SERVICES

Each Operating Month the Contractor shall accept and shred documents for the City. This service shall be provided at up to three (3) City facilities designated by the Administrator. The locations may vary from month to month. The Administrator and the Contractor shall designate mutually acceptable times and dates for the shredding services that will be provided by the Contractor. The Contractor shall provide a truck-mounted commercial cross-cut shredder that can accept full boxes of documents and shred them on-site, without special handling. Upon request from the Administrator, the Contractor shall provide the Administrator with certification that the City's documents were actually shredded and destroyed, and the certification shall be provided to the Administrator on the day when the documents are destroyed. The shredded materials shall be disposed of at a Designated Facility for shredded documents, such as the Wheelabrator South resource recovery facility located at 4400 South State Road 7, Fort Lauderdale, Florida. Other facilities may be designated by the Administrator, upon request. Notwithstanding anything else contained herein, the Contractor may use a subcontractor to perform the tasks required in this Section 36.9.

36.10 REPLACEMENT OF IGLOO CONTAINERS

The City currently uses Igloo Containers to collect Source Separated Recyclable Materials at some of the Multi-Family Dwellings in the Service Area. The approximate number and location of the Igloo Containers are provided in Exhibit 13. On or before December 30, 2016, Contractor shall remove each Igloo Container identified on Exhibit 13 and replace it with Recycling Carts or Mechanical Containers, as specified by the Administrator. Thereafter, the Recycling Carts and Mechanical Containers shall be used for the Collection of Source Separated Recyclable Materials at the designated Multi-Family Dwellings, in compliance with the requirements in Section 7.9, above. The Contractor may keep, use, recycle, sell, or discard the Igloo Containers after they are removed from their current locations. The Contractor may keep the proceeds from any sale of the Igloo Containers and shall pay any costs incurred for their disposal.

36.11 EDUCATIONAL ACTIVITIES

The City wants to enhance the City's integrated Solid Waste management programs and practices, including Recycling. The Contractor shall help the City by providing technical advice and assistance concerning these programs. The Contractor also shall help the City develop educational programs and materials to promote the City's Recycling and sustainability initiatives. Further, the Contractor shall make presentations about these topics to schools, civic groups, homeowners' associations, and other groups when requested to do so by the Administrator, up to a maximum of twelve (12) times each Operating Year. However, the Contractor is not obligated to make any out-of-pocket expenditures to comply with the requirements in this Section 36.11.

36.12 RECYCLING REWARDS PROGRAM

36.12.1 The Contractor shall provide a rewards program to encourage the City's residents to source separate their Recyclable Materials and participate in the City's Recycling programs. The Contractor's rewards program shall provide discounts on merchandise or services, or shall provide other benefits, to those residents that Set Out Source Separated Recyclable Materials for Collection. The Contractor's

rewards program shall be comparable to or better than the rewards program provided to the City's residents on the Effective Date. The Administrator shall have exclusive authority to determine whether the scope and provisions of the Contractor's rewards program satisfy the requirements herein.

36.12.2 At a minimum, the Contractor's recycling rewards program must include the following elements:

- (a) The program shall be offered to all Residential Curbside Customers. The City encourages, but does not require, the Contractor to offer its program to Residential Customers that use Mechanical Containers for Collection Service.
- (b) The Contractor shall maintain a website and a database for all Customer accounts. For Customers without internet access, Contractor shall provide a method other than the website for Customers to use to register, maintain their accounts, and redeem awards.
- (c) The Contractor shall design its rewards program to encourage Residential Customers to recycle more materials more often. The proposed method of allocating rewards shall be subject to the Administrator's approval.
- (d) The Contractor shall provide Customers with the option of receiving a weekly e-mail or text message to remind them to place their Recycling Cart or Recycling Bin out for Collection.
- (e) The rewards portion of the program must allow the Customer to obtain rewards or benefits from a minimum of twelve (12) businesses located in the Service Area.
- (f) The Contractor shall use the Customer's contact information and the Contractor's website to provide Customers with tips on recycling, waste reduction, and waste diversion. The Contractor shall also use its website to provide information to Customers concerning the City's solid waste and recycling programs. Further, the Contractor shall work with the Administrator to identify additional materials that may be provided to Customers to promote sustainability programs and other green initiatives. Each Customer shall be provided the ability to unsubscribe from any e-mail concerning this portion of the rewards program.
- (g) The Contractor shall provide additional opportunities throughout the year for Customers to earn points for sustainability programs and activities, in addition to the points earned for recycling.

36.12.3 If the Contractor elects to use the same Person that currently provides the recycling rewards program for the City, the Contractor shall work with that Person to ensure the Customers' existing accounts are maintained and existing rewards are retained by the Customer.

- 36.12.4 If the City elects to implement a recycling rewards program other than, or in addition to, the program provided by the Contractor, the Contractor shall cooperate with the Person operating the other recycling rewards program for the City. At a minimum, the Contractor shall provide for the timely sharing of pertinent information regarding recycling tonnages, set-outs, and other relevant data.

SECTION 37: CONTRACTOR'S EMERGENCY SERVICES

37.1 COLLECTION OF GARBAGE AFTER A DISASTER

Following a hurricane, tornado, or other natural or manmade disaster, the Contractor shall use its best efforts to immediately collect, by any means available, all of the Garbage that is Set Out by Customers. This shall be the Contractor's primary responsibility until the Contractor is able to provide Collection Services on a routine basis, as determined by the Administrator. The Contractor shall use its best efforts to resume its Collection Services for Bulky Waste, Yard Waste, and Source Separated Recyclable Materials on the Scheduled Collection Days as soon as possible after being directed to do so by the Administrator. Until the Contractor resumes normal Collection Service, the Contractor's work for the City shall be the Contractor's highest priority and it shall take priority over the Contractor's work for any Person that is a member of the private sector.

37.2 EMERGENCY VARIANCES IN ROUTES AND SCHEDULES

In the event of a hurricane, tornado, or other natural or manmade disaster, the Administrator may grant the Contractor a variance from the Contractor's regular routes and schedules. Requests for a variance shall be submitted in writing to the Administrator. If the Contractor's request is granted, the Contractor shall furnish a map depicting the revised routes and shall provide the revised schedules in writing. Thereafter, the Contractor shall contact the Administrator on a daily basis and describe the status of the Contractor's efforts to provide Collection Service and resume the use of normal routes and schedules.

37.3 COLLECTION OF DISASTER DEBRIS

- 37.3.1 This Agreement does not give the Contractor the right to collect Disaster Debris. The City will enter into a separate contract with the Contractor if the City wishes to utilize the Contractor's services for the Collection of Disaster Debris, except as provided in Section 37.3.2, below. Nothing herein shall require the City to utilize the services of Contractor, or prevent the City from hiring another Person, to collect Disaster Debris. Among other things, the City may utilize the City's Disaster Debris Contract in accordance with the City's emergency management plan, or the City may utilize City personnel and equipment, for the Collection of Disaster Debris.
- 37.3.2 If the Federal Emergency Management Agency declares that Broward County is a federal disaster area, the City shall be primarily responsible for the Collection of Disaster Debris in the Service Area, subject to the conditions contained herein. The City may use its staff and/or any other Person to assist the City with the Collection of Disaster Debris. The City shall make a good faith effort to collect and remove the Disaster Debris generated by the federally declared disaster. The City shall have the sole authority to determine the extent of the clean-up that will be conducted by the City and its agents. When the City's tasks under this paragraph have been

completed, as determined by the Administrator, the Administrator shall notify the Contractor to resume all of its normal Collection Services. Thereafter, the Contractor shall collect the remaining Disaster Debris, if any, that is Set Out for Collection and the Contractor shall be paid the Rates set forth in Exhibits 4, 5, and 6 for Collection Services.

37.4 CONTRACTOR'S CONTINGENCY PLAN

The Contractor shall develop a Contingency Plan, which shall describe the Contractor's plan of action in the event that an emergency or other situation renders the Contractor's operations yard or equipment unusable, or prevents the Contractor's drivers from reporting for work. The Contingency Plan shall describe the steps that the Contractor shall take to avoid interruptions or reductions in Collection Service under such circumstances. The Contingency Plan shall be submitted to the Administrator on or before November 1, 2016, in compliance with the schedule in Section 5.2(h). The Contingency Plan shall be updated annually, if necessary, and resubmitted to the Administrator (a) with the Contractor's annual report and (b) within five (5) Operating Days, or a reasonable amount of time, after the plan is revised and adopted by the Contractor. The Contingency Plan and all revisions to the plan are subject to the Administrator's right, but not the obligation, to review and comment.

37.5 CITY'S EMERGENCY MANAGEMENT MEETINGS

If requested by the Administrator, the Contractor shall attend the City's emergency management and disaster preparedness meetings and shall provide the City with any materials that may be useful to the City's efforts, including but not limited to Collection schedules and routes. The Administrator shall notify the Contractor of the date, time, and location of the meetings, and shall identify any necessary materials that are to be provided by the Contractor.

SECTION 38: RATES FOR CONTRACTOR'S SERVICES

38.1 UNIFORM RATES FOR ALL COLLECTION SERVICES

The Rates in Exhibits 4, 5, and 6 are the maximum amounts that may be charged for the Collection Services provided by the Contractor pursuant to this Agreement, subject only to the adjustments that are expressly authorized herein. These Rates shall be applied uniformly to all Customers receiving Collection Services from the Contractor within the Service Area after the Effective Date. The Contractor shall utilize the Rates in Exhibits 4, 5, and 6, and no others, when billing Customers and the City under this Agreement.

All Residential Curbside Customers shall pay the same Rates for the Collection of their Residential Waste. The Rates for using Garbage Cans are the same as the Rates for using Garbage Carts. The Rates for using Recycling Bins are the same as the Rates for using Recycling Carts. There is no additional Rate or fee for using more than one Garbage Can, Garbage Cart, or Recycling Cart.

38.2 RATES FOR SPECIAL COLLECTION SERVICES

The Rates for Special Collection Services have been set by the City, as shown in Exhibit 6. If the Customer and the Contractor disagree about the Rate for any Collection Service, the Customer may request the Administrator to resolve the dispute pursuant to Section 31.2, above.

If the Contractor provides Back Door Service to a disabled Customer pursuant to Section 7.8, the Contractor shall be paid the Rate for Residential Collection Service to a Class I Customer, but the Contractor will not receive any additional Rate or fee for Back Door Collection Service.

38.3 CPI ADJUSTMENTS TO COLLECTION COMPONENT OF RATES

38.3.1 Subject to the conditions herein, on October 1, 2017 and each October 1 thereafter during the term of this Agreement, the Rates in Exhibits 4 and 5 may be adjusted, upward or downward, by the Administrator, in an amount that is equal to the percentage change in the Consumer Price Index (“CPI”) during the most recent twelve (12) consecutive month period beginning on June 1 and ending on May 31. For example, with regard to the CPI adjustment on October 1, 2017, the relevant period will be June 1, 2016 through May 31, 2017.

38.3.2 The percentage change in the CPI shall be calculated by the Administrator using the following formula:

$$PC = \text{CPI 1 divided by CPI 2, minus 1.0, multiplied by 100, multiplied by 0.75}$$

Where:

PC is the percentage change in the CPI from one year to the next

CPI 1 is the CPI index number for the most recent June (e.g., June 2017)

CPI 2 is the CPI index number for June in the year before CPI 1 (e.g., 2016)

38.3.3 Notwithstanding anything else contained herein, a single CPI adjustment to the Rates shall not exceed four percent (4%) and there shall be no “catch up” adjustment to the Rates in future years (i.e., there will not be an adjustment to the Rates in the future to offset or mitigate the effect of the four percent (4%) “cap” in a year when the CPI adjustment would exceed four percent (4%), but for the four percent (4%) limitation contained herein).

38.3.4 Notwithstanding anything else contained herein, there will not be a CPI adjustment to increase the Rates unless the Contractor delivers a written request for a CPI adjustment to the Administrator on or before July 1 of the then current Operating Year. For example, the Contractor must request a CPI adjustment to the Rates on or before July 1, 2017 if the Contractor wants the Rates to increase on October 1, 2017 pursuant to a CPI adjustment. If the Contractor fails to make a timely request for a CPI adjustment, there shall be no CPI increase in the Rates on October 1 of the next Operating Year. Further, there shall be no “catch up” adjustment to the Rates in future years to off-set or mitigate the effect of failing to request the adjustment. The foregoing provisions in this paragraph only apply to CPI adjustments that increase the Rates.

38.3.5 In all cases, the CPI adjustment shall occur if the CPI adjustment will reduce the Rates.

38.3.6 If the Administrator concludes, based on the requirements herein, that there shall be a CPI adjustment on October 1 of the next Operating Year, the Administrator shall promptly provide notice to the Contractor concerning the CPI adjustment. The

Administrator also shall provide the Contractor with the Administrator's calculations concerning the amount of the CPI adjustment. The Contractor shall notify the Administrator within ten (10) Operating Days if the Contractor disagrees with the Administrator's determination or calculations.

- 38.3.7 Exhibit 16 contains sample calculations that demonstrate how the CPI adjustments will be calculated under hypothetical circumstances.
- 38.3.8 If the CPI is discontinued or substantially altered, the City may select another relevant price index published by the United States government or by a reputable publisher of financial and economic indices.
- 38.3.9 The Rates in Exhibit 6 for Special Collection Services shall not be adjusted for CPI changes.

38.4 RESERVED

38.5 RATE ADJUSTMENTS FOR CHANGES IN LAW

- 38.5.1 If a Change in Law will directly and materially affect the Contractor's cost of providing its services under this Agreement, the Contractor may request the City to adjust the Rates. If the Contractor wishes to exercise this option, the Contractor shall prepare and submit a schedule of proposed Rates that will distribute the increased costs in a fair and non-discriminatory manner. The Contractor's request shall be accompanied by all data and analyses necessary for the City to fairly evaluate the proposed Rate increase. The Manager may request, and upon request the Contractor shall provide, additional information as necessary. After receiving the requested information, the Manager shall submit the Contractor's request and the Manager's recommendations to the Commission. The Manager shall place the issue on the agenda for one of the Commission's public meetings. The Contractor shall be given a reasonable opportunity at the Commission's meeting to explain the basis for its request.
- 38.5.2 The Commission shall fairly evaluate the Contractor's request in a timely manner and in compliance with the requirements in Section 32.4, above. The Commission's decision to grant, grant in part, or deny the Contractor's request shall be final and non-appealable.
- 38.5.3 If any adjustments to the Rates are approved, the adjusted Rates shall become effective upon the date designated by the Commission. Adjustments (if any) to the Rates shall be designed to compensate the Contractor for the increased costs incurred by the Contractor after the Change in Law took effect.
- 38.5.4 If a Rate adjustment is approved pursuant to this Section 38.5 and the adjustment will cause the Rate for any Collection Service to increase by an amount that is equal to or greater than twenty percent (20%) of the Rate in effect before the adjustment took effect, or cause the Rate for any Collection Service to be greater than one hundred fifty percent (150%) of the Rate that was in effect on the Effective Date, the Commission may terminate this Agreement at any time after providing one hundred

eighty (180) days' notice to the Contractor.

38.6 EXTRAORDINARY RATE ADJUSTMENTS

- 38.6.1 Once each Operating Year, before April 1, the Contractor may petition the Manager for a Rate adjustment on the basis of extraordinary or unusual changes in the cost of its operations that could not reasonably be foreseen by a prudent Person. Contractor's petition shall contain a detailed justification for the Rate adjustment. Among other things, the Contractor's petition shall include an audited statement of Contractor's historical and current expenses, demonstrating that Contractor has incurred an extraordinary increase in Contractor's costs due to factors beyond the Contractor's control, which have occurred through no fault or negligence of the Contractor. The audited statement shall be prepared by a certified public accountant that is licensed in the State of Florida and not an employee of the Contractor or its affiliates. At its expense, the City may audit the Contractor's records to evaluate the Contractor's request. The Manager may request, and upon request, the Contractor shall provide, all of the information that is reasonably necessary for the Manager to evaluate the Contractor's petition. After receiving the requested information, the Manager shall place the Contractor's petition and the Manager's recommendations on the agenda for one of the Commission's public meetings. The Contractor shall be given a reasonable opportunity at the Commission's meeting to explain the basis for its petition.
- 38.6.2 The Commission shall grant, grant in part, or deny the Contractor's request in a timely manner. The Commission may deny the Contractor's request for any reason the Commission deems appropriate. The Commission's decision shall be final and non-appealable.
- 38.6.3 If the Contractor's request is granted in whole or in part, the Commission shall have the right to reduce the Contractor's Rates, if and to the extent that the factors causing the Contractor's price increase have been ameliorated or eliminated. Every twelve (12) months after a request is granted, the Manager shall have the right to request, and the Contractor shall prepare promptly upon request, an updated audit and explanation of whether the extraordinary Rate increase should remain in effect. The Manager may reduce the Contractor's Rates to the levels that were in effect before the extraordinary Rate increase was granted, or to an appropriate intermediate level, unless the Contractor demonstrates that the City should continue to pay the extraordinary Rate increase. The Manager shall provide advance notice and a reasonable opportunity for the Contractor to be heard, before the Manager reduces the Contractor's rates. Any decision by the Manager to reduce the Contractor's Rates may be appealed to the Commission.

38.7 RATES FOR DISASTER DEBRIS

If the Administrator wishes to have the Contractor collect Disaster Debris following a federally declared disaster, the City and the Contractor shall enter into a separate contract and the City shall pay the Contractor in accordance with the terms, conditions, and Rates that are mutually agreed upon by the City and Contractor before the commencement of the Contractor's work under that contract. This Agreement does not authorize any payments for the Collection of Disaster Debris.

SECTION 39: PAYMENTS TO CONTRACTOR FOR COLLECTION SERVICES

39.1 GENERAL PAYMENT PROVISIONS

Subject to the conditions and limitations contained herein, the City shall pay the Contractor for the services that the Contractor provides in compliance with the requirements in this Agreement. However, the City and the Customers shall have no obligation to pay any fee, charge, cost, or other sum to the Contractor unless such payment is explicitly required in this Agreement and (a) the fee is identified in Exhibits 4, 5, or 6, or (b) the Agreement explicitly provides that the fee shall be negotiated between the Contractor and the Customer. The Rates for Collection Services in Exhibits 4, 5, and 6 shall constitute full and complete compensation to the Contractor for the services provided by the Contractor under this Agreement. In all cases, the City shall have the sole authority to determine whether and the extent to which the Contractor is entitled to payment for services it provides under this Agreement.

39.2 PROHIBITIONS ON PAYMENTS FROM CUSTOMERS TO CONTRACTOR

Neither the Contractor nor its agents, subcontractors, employees or other representatives shall solicit or accept any payment or monetary remuneration from any Customer for the provision of any Service described in this Agreement, unless such payment is explicitly authorized in this Agreement. If a Customer or other Person delivers any money to the Contractor for any service provided in the Service Area, and such payment is not explicitly required in this Agreement, the Contractor shall return the money to the Customer within five (5) Operating Days after the money is received by the Contractor.

39.3 BILLING AND PAYMENT PROCEDURES

- 39.3.1 The City shall issue bills to all of the Customers that receive the Contractor's Collection Services in the Service Area. The City's bills for Collection Services shall be issued concurrently with the City's bills for the water and sewer services furnished to the Customers by the City. The City also will bill those Customers that are not serviced by or billed directly for the City's utilities.
- 39.3.2 The City's bills will include (a) the cost of Collection Services, (b) the cost of disposing of the Solid Waste collected by the Contractor, and (c) Franchise Fees. The City's bills for Collection Services shall be based on the Contractor's Rates, as set forth in Exhibits 4, 5, and 6, for the services provided by the Contractor in compliance with the requirements in this Agreement. The bills also will include any charges to be paid by the Customer for the purchase of a new Garbage Cart pursuant to Section 39.13, or the delivery of a cart pursuant to Section 27.4, or Special Collection Services. The City, in its sole discretion, shall determine the amount to be charged for disposal costs and Franchise Fees.
- 39.3.3 The City shall remit payment to the Contractor for Residential and Commercial Collection Services by the twentieth (20th) calendar day of the month after the Customer is billed for the Collection Service. Since the Contractor will begin to provide its Collection Services in January 2017, the City's initial bill to the Customers will be issued in February 2017, and the City's initial payment to the Contractor will be delivered in March 2017.

- 39.3.4 The City's payments to the Contractor for Residential Collection Services shall be based on the City's billings to Customers for Collection Services, applying the Rates in effect at the time the Customers are billed, multiplied by the number of Residential Customers receiving service, but excluding vacation credits pursuant to Section 39.5. However, the City's payments to the Contractor may be pro-rated, if and to the extent that any Customers received pro-rated bills from the City for their first month or last month of Collection Service.
- 39.3.5 The City's payments to the Contractor for the Collection of Recyclable Materials shall be based on the number of Residential Customers receiving this Collection Service, excluding any Residential Customers that have been designated by the City as ineligible for such service. The number of Residential Customers receiving Collection Service for Recyclable Materials shall be reported by the Contractor and documented to the Administrator's satisfaction. This number shall be determined in January 2017 and adjusted, if necessary, each Operating Month thereafter, in the Customer List.
- 39.3.6 The City's payments to the Contractor shall be limited to the cost of Collection Services, including Special Collection Services, and shall not include the cost of any disposal services or franchise fees. The following fees and charges shall be deducted from the City's payments to the Contractor: (a) liquidated damages assessed pursuant to Section 44, below; (b) Collection charges written off by the City as bad debt pursuant to Section 39.6, below; (c) administrative fees charged pursuant to Section 40.4, below; (d) any payments for disposal costs that are due pursuant to Section 40.6, below; (e) any payments that are due pursuant to Section 40.2 or Section 40.3, below; and (f) any other sums that the Contractor owes the City under this Agreement.

39.4 PAYMENTS FOR SHARED MECHANICAL CONTAINERS AND SHOPPING CENTERS

The Contractor may prorate the charges to Customers that share a Mechanical Container; however, the charges collectively shall not be more or less than the amounts set forth in the approved Rates, unless the Administrator approves the Contractor's fees in advance, based on special circumstances. Subject to the Administrator's prior approval, the Contractor may require a shopping center to receive and pay for Collection Service that is greater than the sum of the needs of the individual shops sharing a Mechanical Container, if the public also is using the Mechanical Container(s) in the shopping center.

39.5 VACATION CREDIT FOR RESIDENTIAL CUSTOMERS

If the City's flow meters or records demonstrate that there was no water consumed at the Premises of a Residential Customer for a period of thirty (30) calendar days, the City shall not charge the Customer, nor pay the Contractor, for Residential Collection Services in subsequent months in which there continues to be no water consumption. The City may also apply this "vacation credit" procedure to Residential Customers that receive an initial bill for vacant property. However, this procedure shall not be followed if the Residential Customer resides in a Dwelling Unit that is part of an apartment building, condominium, or other structure or development containing multiple Dwelling Units served by a single flow meter.

39.6 COLLECTION OF DELINQUENT PAYMENTS FROM CUSTOMERS

The City shall make reasonable good faith efforts, and shall utilize its normal procedures, to collect all sums that are due and owing from Customers for Collection Services. However, the City shall not be liable for any uncollected or delinquent accounts. As indicated in Section 39.3.6, above, the Contractor shall reimburse the City for all of the bills for Collection Services that are deemed uncollectible and written-off in accordance with the City's bad debt procedures. To accomplish this reimbursement, the City shall reduce its monthly payment to the Contractor by an amount equal to the bad debt written off for the Contractor's services. For those amounts written-off as bad debt, the City may, in its sole discretion, assign to the Contractor the right to collect the bad debt from the Customer.

39.7 CHANGES IN PAYMENT PROCEDURES

If the City concludes for any reason that it cannot or does not wish to include the bills for Collection Services with the City's billings, then the City and Contractor shall jointly establish a different procedure for billing. The City and Contractor also may change any of the other billing, collection, and payment procedures described in this Agreement, with the prior written approval of both Parties.

39.8 CONTRACTOR'S DUTY TO PROVIDE BILLING INFORMATION

39.8.1 The Contractor shall provide all necessary billing information to the City and otherwise advise the City about the amount to be charged to each Customer each month for Collection Services and disposal services. The Contractor shall review the City's billing reports, as the Contractor deems necessary, to ensure that the City's bills are accurate. When the City issues its bills to the Customers, the Contractor shall have thirty (30) calendar days to notify the City of any errors or omissions in those bills. If the Contractor fails to notify the City within thirty (30) calendar days, the Contractor shall have no right to seek payment from the City or a Customer for any amount that was not properly billed to the Customer.

39.8.2 The Contractor shall provide the City with an invoice for the Collection Services that were provided by the Contractor to Residential Customers during the prior Operating Month. The format of the Contractor's invoice shall be subject to the approval of the City. The Contractor's invoice shall identify all of the types of Residential Collection Service provided (e.g., Curbside Collection with Garbage Carts; Collection with Mechanical Containers) to each Customer and the number of Customers that received each type of Collection Service. For the purposes of calculating the amount of the City's payments, the Contractor shall use the Customer List as it existed on the first day of the Operating Month for which payment is being made.

39.8.3 The Contractor's monthly invoice for Residential Collection Service also shall include the following information for the previous Operating Month: (a) the total quantity of each type of Residential Waste (e.g., Garbage; Yard Waste; Bulky Waste) delivered to each Designated Facility pursuant to this Agreement; and (b) the total quantity of Source Separated Recyclable Material delivered to each Designated Facility pursuant to this Agreement. The information provided with the invoice may be included in the report submitted by the Contractor pursuant to Section 40.1 for Franchise Fees. The City shall have the right to request and obtain additional

information from the Contractor concerning the Contractor's invoices. The City also has the right to contest the amounts requested in the Contractor's invoices. However, the City shall pay all undisputed amounts, except as otherwise provided herein.

39.8.4 The Contractor shall provide the City with an invoice and information concerning the amount to be charged to each Customer receiving Commercial Collection Service. The invoice and information for Commercial Collection Services shall be provided in the same manner described above for Residential Collection Services. The Contractor's submittal to the City shall identify the amount to be charged to each Customer for the Collection and disposal of the Customer's waste, based on the applicable Tipping Fees.

39.8.5 With the Administrator's approval, the billing information required pursuant to this section may be used by the Contractor to satisfy some of the requirements in Section 34, above, for the Contractor's reports to the City. The Contractor and Administrator shall attempt to minimize any duplicative reporting.

39.9 CITY'S PAYMENTS FOR COLLECTION SERVICES PROVIDED TO CITY FACILITIES

The Contractor shall not bill the City, and the City shall not pay the Contractor, for the services provided to the City pursuant to Section 36 of this Agreement, except as expressly provided in Sections 36.3 and 36.5. The City's payments (if any), pursuant to Sections 36.3 and 36.5, will be based on the Rates set forth in Exhibit 5. The Contractor's invoice shall identify the specific services that were provided and the applicable Rate for each service. The invoice shall be submitted with the Contractor's invoice for Residential Collection Services and it shall be reviewed and paid in the same manner, subject to the requirements and limitations set forth above in this Section 39.

39.10 RESERVED.

39.11 CITY'S UNDERPAYMENTS AND OVERPAYMENTS TO CONTRACTOR

If the City pays the Contractor in error, for whatever reason, the Contractor shall promptly notify the Administrator to rectify the mistake. The City shall make appropriate adjustments to the Contractor's payments under this Agreement to off-set past underpayments and overpayments resulting from any error. However, the City shall not be obligated to make any adjustments to correct for underpayments that occurred more than three (3) months before the City received the Contractor's notice of the error.

39.12 LIMITATIONS ON CONTRACTOR'S RIGHT TO PAYMENT FROM CITY

The City shall have no obligation to pay for any of the Collection Services provided by the Contractor, except as provided in this Section 39. The Contractor shall have no right to any revenues or funds obtained by the City from any other sources, including but not limited to funds distributed to the City by the Florida Department of Environmental Protection, the County, or any other Person.

39.13 PAYMENTS FOR GARBAGE CARTS AND RECYCLING CARTS

The City and the Customers are not required to pay the Contractor for purchasing, assembling, delivering, repairing, replacing, or otherwise providing any of the Garbage Carts, Recycling Bins, or Recycling Carts that the Contractor provides to the City or Customers pursuant to this Agreement, except as explicitly provided in Sections 27.1.4 and 27.4, above. Pursuant to Section 27.1.4, the Contractor shall purchase, assemble, deliver, and provide certain carts and bins for Residential Customers, without charge, but Customers also may purchase additional carts and bins. If a Residential Customer wishes to purchase an additional Garbage Cart or Recycling Cart, the Contractor's fee for purchasing and assembling the cart for that Customer shall be Fifty Dollars (\$50.00). The Contractor's fee for purchasing and providing two (2) Recycling Bins pursuant to Section 27.1.4 shall not exceed Twenty-Five Dollars (\$25). The Contractor also may charge an additional fee for delivery services if the Customer requests the Contractor to deliver the Garbage Cart, Recycling Cart, or Recycling Bins to the Customer's Residential Property. The delivery fee shall be Twenty-Five Dollars (\$25.00) per delivery (i.e., not per cart). If a Customer purchases a Garbage Cart, Recycling Cart, or Recycling Bin from the Contractor, Contractor shall provide the Customer's name and address or parcel number to the Administrator within five (5) Operating Days after the purchase.

39.14 PAYMENTS FOR SPECIAL COLLECTION SERVICES

The Rates for Special Collection Service shall be charged and paid in addition to the Rates for the routine Collection Services received by Customers. The City shall bill the Customers and collect the applicable Rates for any Special Collection Services the Contractor provides pursuant to this Agreement. The City also shall be responsible for the payment of all Tipping Fees associated with the disposal of Solid Waste collected by the Contractor when providing Special Collection Services. Notwithstanding anything else contained herein, the Contractor shall not be entitled to any compensation for a Special Collection Service unless the Customer or the City requested the service and agreed to pay the applicable Rate before the Contractor provided its service.

SECTION 40: PAYMENTS TO THE CITY

40.1 FRANCHISE FEES

The Contractor shall pay Franchise Fees to the City in exchange for the rights and privileges granted to the Contractor pursuant to this Agreement, including the exclusive right to provide Residential Collection Services and Commercial Services in the City. The Franchise Fees for Collection Services shall be set by the City and charged for each Customer, subject to any exceptions established by the City. The Franchise Fee for Residential Customers shall be a specified dollar amount that will be charged for each Dwelling Unit that is served by the Contractor. The Franchise Fee for Commercial Customers shall be a specified dollar amount that will be charged for each cubic yard of Commercial Waste generated by the Customer. The Franchise Fees for Residential Customers and Commercial Customers may be changed from time-to-time, as deemed appropriate by the Commission.

On or before the tenth (10th) day of each Operating Month, the Contractor shall deliver to the City a report that summarizes the Contractor's Residential Collection Services and Commercial Collection Services during the prior Operating Month and shows the amount of the Franchise Fee to be paid by the Contractor to the City. The format and content of the report shall be subject to the approval of the City's Chief Financial Officer or their designee. The report shall include, but

is not limited to: the name and service address of each Commercial Customer; the account number of each Commercial Customer; the exact services provided to each Commercial Customer, including the size of each Collection Container used by the Customer and the frequency of Collection Service; the amount to be billed to each Commercial Customer; the Special Collection Services (if any) provided to each Customer; and the amount to be billed to each Customer for Special Collection Services. The report shall be submitted with an Excel spreadsheet or in another format that is compatible with the City's computer software programs.

40.2 PAYMENTS FOR COMPETITIVE PROCUREMENT PROCESS

The City has expended substantial amounts of staff time and has incurred significant out-of-pocket costs related to the preparation and negotiation of this Agreement pursuant to a public procurement process. The City's procurement process resulted in a direct economic benefit to the Contractor (i.e., the award of this Agreement). Accordingly, the Contractor shall reimburse the City for part of its costs and efforts. Specifically, the Contractor shall make four (4) equal monthly payments to the City in the amount of Forty Thousand Dollars (\$40,000) each. Each installment shall be deducted from the amount paid each month by the City to the Contractor for Collection Services, beginning with the City's first payment after the Commencement Date (i.e., in March 2017).

40.3 PAYMENTS FOR PUBLIC NOTICES AND EDUCATIONAL SERVICES

The Contractor shall pay Twenty-Five Thousand Dollars (\$25,000) each Operating Year to the City for the expenses incurred by the City related to the public notices and educational services provided by the City concerning the Contractor's services. In October of each Operating Year, the City shall deduct its expenses from the monthly payment to the Contractor for Collection Services.

40.4 PAYMENTS FOR ADMINISTRATIVE COSTS

The Contractor shall compensate the City for the administrative and billing services provided by the City in connection with this Agreement. These administrative costs shall be paid in installments of Seventy-Five Thousand Dollars (\$75,000) each Operating Month. Each installment shall be deducted from the amount paid each month by the City to the Contractor for Collection Services, beginning with the City's first payment after the Commencement Date (i.e., in March 2017). On October 1, 2017 and each October 1 thereafter, the amount of the Contractor's payments for administrative services shall be adjusted to reflect the percentage change in the Consumer Price Index. The amount of the annual CPI adjustment to the administrative fee shall be calculated in the same manner as the CPI adjustments to the Contractor's Rates, as described in Section 38.3, above. However, no notice is required to increase the administrative fee and there shall be no reductions in the administrative fee.

40.5 OTHER PAYMENTS

The City shall submit invoices to the Contractor for any fee or charge that is due and owed to the City from the Contractor, except for the payments otherwise addressed in this Section 40. The Contractor shall pay the City's invoice within thirty (30) calendar days after receipt.

40.6 PAYMENTS FOR DISPOSAL COSTS

The Contractor shall compensate the City for the costs (i.e., Tipping Fees) that the City incurs for the disposal of the Solid Waste collected by the Contractor when the Contractor provides Collection Services for the City pursuant to Section 36 of the Agreement. These disposal costs shall be paid to the City each Operating Month. The first payment shall be delivered to the City on or before January 20, 2017. The second payment shall be delivered to the City on or before February 20, 2017. In March 2017 and each Operating Month thereafter, the City shall deduct the disposal costs from the amount that the City pays to the Contractor each month for the Contractor's Collection Services.

In the First Operating Year, the Contractor's payments to the City for disposal costs shall be in the amount of Twenty-Five Thousand Dollars (\$25,000) each Operating Month. On October 1, 2017 and each October 1 thereafter, the amount of the Contractor's payments for disposal costs shall be adjusted to reflect the percentage change in the Consumer Price Index. The amount of the annual CPI adjustment to the disposal costs shall be calculated in the same manner as the CPI adjustments to the Contractor's Rates, as described in Section 38.3, above. However, no notice is required to increase the amount paid for disposal costs and there shall be no reductions in the amount paid for disposal costs.

SECTION 41: RECYCLING REVENUES FOR CITY

The City shall receive all of the revenues (if any) derived from the sale of the Source Separated Recyclable Materials that are collected by the Contractor under this Agreement from Residential Customers. The Contractor is not authorized to sell such materials, but if it does sell them, Contractor shall submit the sales proceeds to the City within thirty (30) days. The Contractor shall not keep any revenues derived from the sale of Source Separated Recyclable Materials that the Contractor collects from any Residential Customers. The provisions of this Section 41 do not apply to the sale of Recovered Materials or Recyclable Materials that are generated and source separated on Commercial Property.

SECTION 42: PAYMENT OF TIPPING FEES

- 42.1** Subject to the conditions and limitations contained herein, the City shall pay the Tipping Fees for the disposal of Residential Waste, Commercial Waste, and Construction and Demolition Waste that is collected by the Contractor in compliance with this Agreement.
- 42.2** When the Contractor delivers Solid Waste to a Designated Facility, the Contractor shall tell the scale house operator whether the Tipping Fees shall be paid by the Contractor or the City. The Contractor shall use its best efforts to ensure that the scale house operator is properly informed so that the Disposal Facility will charge the City for Tipping Fees only when such charges are appropriate. Among other things, the Contractor shall not tell the scale house operator to charge the City for the disposal of any Solid Waste (a) that was generated outside of the Service Area; (b) that was generated by a Person who is not a Customer; or (c) when the Contractor is obligated by this Agreement to pay the Tipping Fees.

SECTION 43: VERIFICATION OF PAYMENT AMOUNTS

- 43.1** The City's acceptance of any payment from the Contractor, or the City's deduction of any amount from any payment due to the Contractor, shall not be construed as an accord that the amount paid

is the correct amount, nor shall it be construed as a release of any claim the City may have for additional sums payable from the Contractor.

- 43.2 At any time within the applicable statute of limitations, the City may recalculate and collect any amounts that are payable to the City under this Agreement, plus Interest.
- 43.3 At its expense, the City may inspect, copy and audit any books, records and documents of the Contractor, whether kept in an electronic (digital) format or otherwise, that are relevant to the calculation of the amounts due and payable under this Agreement.

SECTION 44: ADMINISTRATIVE CHARGES

44.1 BASIS FOR ADMINISTRATIVE CHARGES

The City and Contractor acknowledge and agree that it is difficult or impossible to accurately determine the amount of damages that would or might be incurred by the City due to those failures or circumstances described in this Section 44 and for which the Contractor would otherwise be liable. Accordingly, the Contractor and the City have established the terms and amounts of the administrative charges set forth herein, and the parties agree that the administrative charges are reasonable under the circumstances. The Contractor and City also have consulted with their legal counsel and confirmed that these administrative charges are appropriate. Therefore, the following administrative assessments shall constitute liquidated damages, not penalties, for the Contractor's breach of this Agreement.

44.2 PROCEDURE FOR ASSESSING ADMINISTRATIVE CHARGES

- 44.2.1 The Administrator shall conduct a preliminary evaluation of the relevant facts before the Administrator decides whether administrative charges should be assessed against the Contractor. At a minimum, the Administrator shall provide written notice to the Contractor, and offer to discuss the relevant facts with the Contractor within five (5) Operating Days after the date of the notice. Following this discussion (if any) or the expiration of the five (5) Operating Day period, whichever occurs first, the Administrator shall determine whether administrative charges should be assessed. However, the City shall not assess and the Contractor shall not be required to pay administrative charges in those cases where the delay or failure in the Contractor's performance was (a) excused in advance by the Administrator or (b) due to unforeseeable causes that were beyond the Contractor's reasonable control, and without any fault or negligence of the Contractor.
- 44.2.2 Prior to assessing administrative charges, the Administrator shall provide written notice to the Contractor, indicating the City's intent to assess administrative charges and the basis for the City's position.
- 44.2.3 After receiving the Administrator's letter, Contractor shall have ten (10) Operating Days to file a written letter of protest with the Administrator.
- 44.2.4 If a protest is timely filed, the matter shall be referred to the Manager for resolution. The Manager shall review the issues in a timely manner and then provide a written decision to the Contractor. The Manager's decision shall be final and non-appealable, except as provided in Section 44.2.6.

- 44.2.5 If a protest or petition is not timely filed by the Contractor, or if the Manager concludes that administrative charges should be assessed, the Contractor shall deliver its payment of administrative charges to the Administrator within twenty (20) days of receiving the written decision of the Administrator or Manager, as applicable. If the Contractor fails to pay an administrative charge when due, the City may deduct the administrative charge from the City's monthly payments to the Contractor or withhold the monthly payment until the administrative charge is paid.
- 44.2.6 The procedures in this Section 44 shall be used in lieu of the procedures in Section 49 when resolving disputes concerning administrative charges, unless the administrative charges assessed in one month will exceed Five Thousand Dollars (\$5,000). If the administrative charges will exceed this threshold, the procedures in Section 49 may be used, at the Contractor's option.

44.3 ADMINISTRATIVE CHARGES BEFORE JANUARY 1, 2017

In addition to the administrative charges authorized pursuant to Section 44.4, below, the Administrator shall impose administrative charges for the Contractor's actions during the Transition Period in the amounts set forth in Sections 44.3.1 through 44.3.7, below:

- 44.3.1 Failure to hire the Contractor's District Manager by September 30, 2016. For each calendar day of delay, Five Hundred Dollars (\$500) shall be assessed against the Contractor.
- 44.3.2 Failure to provide purchase orders or other documentation to the City by August 15, 2016, confirming that all necessary Collection vehicles, equipment, and Collection Containers have been ordered and will be delivered to the Contractor's local equipment yard no later than December 5, 2016. For each calendar day of delay, Five Hundred Dollars (\$500) shall be assessed against the Contractor.
- 44.3.3 Failure to mail or deliver the City-approved brochures and informational materials to all Customers in compliance with the schedules in Section 35.1. For each calendar day of delay, Twenty-Five Dollars (\$25) per Customer shall be assessed against the Contractor, but the maximum assessment shall not exceed Three Thousand Dollars (\$3,000) per day.
- 44.3.4 Failure to have all of the necessary Collection vehicles delivered to the Contractor's equipment yard by December 5, 2016. For each calendar day of delay, Four Thousand Dollars (\$4,000) shall be assessed against the Contractor.
- 44.3.5 Failure to deliver a Garbage Cart on or before December 29, 2016 to each Residential Customer that will receive Automated Collection Service for Garbage. For each calendar day of delay, Twenty-Five Dollars (\$25.00) shall be assessed against the Contractor for each Residential Customer that did not receive its Garbage Cart.
- 44.3.6 Failure to deliver the necessary Mechanical Container(s) on or before December 30, 2016 to each Residential Customer and Commercial Customer that will use Mechanical Containers. For each calendar day of delay, Two Hundred and Fifty Dollars (\$250.00) shall be assessed against the Contractor for each Mechanical Container that was not delivered on time.

- 44.3.7 Failure to timely file any report, plan, or other document required pursuant to Sections 5.2(a), (d), (e), (f), (g), (h) or (m) shall result in the imposition of a One Hundred Dollar (\$100) assessment for each calendar day that a report, plan, or document is late. A separate assessment shall be imposed for each report, document, or plan.

44.4 ADMINISTRATIVE CHARGES DURING TERM OF AGREEMENT

On the Commencement Date and throughout the remainder of the term of the Agreement, the Administrator shall assess administrative charges as follows:

- 44.4.1 Failure to pick up or clean up Solid Waste, litter, or other material in compliance with the requirements in this Agreement, within the deadlines set forth herein, after receiving oral notification by the Administrator or a Customer. Each failure shall result in the imposition of a One Hundred Fifty Dollar (\$150) assessment per event.
- 44.4.2 Failure to collect the Garbage, Rubbish, Yard Waste, Bulky Waste, or Source Separated Recyclable Material that was properly Set Out for Collection by a Customer on the Scheduled Collection Day. Each failure shall result in the imposition of a One Hundred Dollar (\$100) assessment. After the initial failure, if the Contractor fails to meet the deadlines contained in this Agreement, each additional Operating Day of delay shall result in the imposition of an additional assessment of Two Hundred Fifty Dollars (\$250).
- 44.4.3 Failure to complete a route on the Scheduled Collection Day. A route shall be considered incomplete if five (5) or more Dwelling Units or Commercial Customers on the same route are not provided Collection Service. Each failure shall result in an assessment of One Thousand Dollars (\$1,000) per route, per Operating Day. This assessment shall be used in lieu of Section 44.4.2 in cases involving incomplete routes.
- 44.4.4 Mixing Source Separated Recyclable Materials with Solid Waste, or mixing any other materials that are required to be collected separately, shall result in the imposition of a Five Hundred Dollar (\$500) assessment per occurrence.
- 44.4.5 Failure to maintain a Collection vehicle or equipment in a clean and sanitary manner within the deadlines set forth herein, after receiving oral notification from the Administrator, shall result in the imposition of an assessment of One Hundred Dollars (\$100) per occurrence per Operating Day.
- 44.4.6 Failure to respond to a Legitimate Complaint, within the time frame specified herein, after receiving oral notification from the Administrator or Customer, shall result in a Fifty Dollar (\$50) assessment per occurrence per Operating Day.
- 44.4.7 Failure to resolve a Legitimate Complaint, other than a Missed Collection, within seven (7) Operating Days of receiving notification from a Customer or the Administrator shall result in the imposition of a Two Hundred Fifty Dollar (\$250) assessment per Operating Day until such complaint is resolved to the satisfaction of the City.

- 44.4.8 Failure to timely file any report, plan, or other document required herein shall result in the imposition of a One Hundred Dollar (\$100) assessment for each Operating Day that each report, plan, or document is late.
- 44.4.9 Failure to dispose of any Residential Waste or Commercial Waste collected in the Service Area at the Designated Facility for that type of waste shall result in the imposition of an assessment equal to the current Tipping Fee at the Designated Facility times the amount (tonnage) disposed of at the non-Designated Facility. If the tonnage is unknown, the assessment shall be Two Thousand Dollars (\$2,000) per occurrence.
- 44.4.10 Failure to deliver Source Separated Recyclable Materials to a Designated Facility for such materials pursuant to Section 19, or delivering Source Separated Recyclable Materials to a Solid Waste disposal facility, shall result in the imposition of an assessment of Two Thousand Dollars (\$2,000) per occurrence.
- 44.4.11 Failure to correct a chronic Collection problem shall result in the imposition of a Two Hundred Fifty Dollar (\$250) assessment per occurrence. Chronic means three (3) or more Legitimate Complaints at the same Premises for the same issue within a twelve (12) month period. The first assessment under this Section 44.4.11 shall be imposed for the third Legitimate Complaint at the Customer's Premises. An additional assessment in the same amount may be imposed for each Legitimate Complaint thereafter.
- 44.4.12 Failure to correct chronic equipment problems shall result in the imposition of a Two Hundred Fifty Dollar (\$250) assessment. Chronic means three (3) instances of the same or similar problem with the same equipment or vehicle within a twelve (12) month period. The first assessment shall be imposed for the third problem. Additional assessments shall be imposed for each problem thereafter.
- 44.4.13 Failure to properly and legibly label a Collection Vehicle or Collection Container in the manner required herein, within five (5) Operating Days after receiving notice from the Administrator, shall result in the imposition of a One Hundred Dollar (\$100) assessment per occurrence for each vehicle and each container not properly labeled.
- 44.4.14 Failure to have a vehicle operator properly licensed, or failure of the operator to carry his license while on duty, shall result in a One Hundred Dollar (\$100) assessment per occurrence.
- 44.4.15 Failure to maintain office hours in the manner specified in this Agreement shall result in a One Hundred Dollar (\$100) assessment per occurrence.
- 44.4.16 Failure to replace or repair a damaged Collection Container, or failure to replace a stolen Collection Container, or failure to exchange a Collection Container, within the deadlines specified in this Agreement, shall result in a One Hundred Dollar (\$100) assessment per occurrence.
- 44.4.17 If the Contractor notifies the Administrator that a complaint has been resolved, when the complaint has not been resolved, there shall be a Two Hundred Dollar (\$200) assessment per occurrence.

- 44.4.18 Collecting Solid Waste or Source Separated Recyclable Materials at times that are outside of the hours specified in this Agreement, without prior approval of the Administrator, shall result in a One Hundred Dollar (\$100) assessment per occurrence per vehicle.
- 44.4.19 Leaving a Collection Container where it blocks a driveway, street, alley, or road shall result in the imposition of a One Hundred Dollar (\$100) assessment per occurrence.
- 44.4.20 Failure to provide timely notices and educational materials, as required pursuant to Section 35, shall result in the imposition of an assessment of Twenty-Five Dollars (\$25) per Customer, but the maximum assessment shall not exceed One Thousand Dollar (\$1,000) per occurrence.
- 44.4.21 Failure to repair damage to public or private roadways, including but not limited to damage resulting from spills of oil, hydraulic fluids, or other liquids, within the deadlines in Section 17.6, shall result in the imposition of a One Thousand Dollar (\$1,000) assessment per occurrence.
- 44.4.22 Failure to repair damage to a Customer's property within the deadlines set forth in this Agreement, after receiving notice from the Customer or Administrator, shall result in the imposition of an assessment of Two Hundred Fifty Dollars (\$250) per occurrence per Operating Day.
- 44.4.23 Soliciting or accepting an unauthorized fee or monetary compensation from a Customer shall result in the imposition of a Five Hundred Dollar (\$500) assessment per occurrence.
- 44.4.24 Failure to respond to the Administrator by 5:00 p.m. on the first Operating Day following a telephone call, voice message, facsimile transmission, or electronic message requesting a response from the District Manager, shall result in the imposition of an assessment of One Hundred Dollars (\$100), which shall be increased by another One Hundred Dollars (\$100) for each additional Operating Day of delay.
- 44.4.25 Failure to comply with the deadlines and requirements in Section 50 concerning the Contractor's obligations prior to the termination of this Agreement, shall result in the imposition of an assessment of Two Thousand Dollars (\$2,000) per Operating Day per occurrence.
- 44.4.26 Failure to pay the applicable Tipping Fee for Solid Waste the Contractor delivered to a Designated Facility, within forty-five (45) days after the Solid Waste was delivered to the facility, in each instance where the Contractor was obligated to pay the Tipping Fee pursuant to this Agreement, shall result in an assessment of One Thousand Dollars (\$1,000) per occurrence.
- 44.4.27 Failure to follow the procedures in the Contractor's Collection Plan for notifying a Designated Facility that the Contractor is obligated to pay the applicable Tipping Fee, in each instance where the Contractor delivered Solid Waste to the Designated

Facility but failed to follow the approved procedures in the Collection Plan. Each failure shall result in an assessment of Two Hundred Dollars (\$200).

- 44.4.28 Failure to adhere to an approved route in the Collection Plan, without receiving the Administrator's prior approval for the deviation. Each failure shall result in an assessment of Five Hundred Dollars (\$500) per occurrence.
- 44.4.29 Failure to cover or enclose Solid Waste and Source Separated Recyclable Materials in the Contractor's Collection vehicles, as required herein, shall result in an assessment of Two Hundred Fifty Dollars (\$250) per occurrence.
- 44.4.30 Failure to return a Collection Container to the location where the Customer placed it for Collection shall result in an assessment of Fifty Dollars (\$50) per occurrence.
- 44.4.31 Failure to provide accurate information to the City concerning the Contractor's Collection Services or the calculation of the disposal costs for such Services, shall result in the imposition of an assessment of One Thousand Dollars (\$1,000) per occurrence.
- 44.4.32 Failure to close the gate on an enclosure for a Mechanical Container, or failing to close the lid on a Mechanical Container, or failing to lock all of the locks on a Commercial Customer's Mechanical Container, shall result in an imposition of an assessment of One Hundred Dollars (\$100) per occurrence.
- 44.4.33 Failure to display the Contractor's name, telephone number, and identification number on a Collection vehicle or Collection Container in the manner specified herein, shall result in an assessment of One Hundred Dollars (\$100) per occurrence per Operating Day.
- 44.4.34 Failure to respond to a Customer's request for service, within the deadline set forth in Section 31.1.5, shall result in the imposition of an assessment of Fifty Dollars (\$50) per occurrence.
- 44.4.35 Failure to clean up spilled liquids, including but not limited to leachate, oil, and hydraulic fluids, within the deadlines set forth in Section 20.6, shall result in the imposition of an assessment of Five Hundred Dollars (\$500) per occurrence for each Operating Day of delay.
- 44.4.36 Mixing Solid Waste or Source Separated Recyclable Materials collected in the Service Area with Solid Waste or other materials collected outside of the Service Area shall result in the imposition of an assessment of Three Thousand Dollars (\$3,000) per occurrence.
- 44.4.37 Collecting Solid Waste or Source Separated Recyclable Materials in the Service Area with a vehicle that is not part of the dedicated fleet for the City, without the prior written approval of the Administrator, shall result in the imposition of an assessment of One Thousand Dollars (\$1,000) per vehicle per Operating Day.

SECTION 45: PAYMENTS WITHHELD FROM CONTRACTOR

In addition to the remedies provided elsewhere in this Agreement, the City may withhold part or all of any payment otherwise due the Contractor from the City if the Manager concludes that the Contractor's actions or inactions have resulted in the following:

- (a) The Contractor's failure to carry out lawful instructions or orders from the Administrator, when required by this Agreement;
- (b) Failure of the Contractor to make payments to a subcontractor, which results in a claim against the City;
- (c) Unsafe working conditions allowed to persist by the Contractor, after receiving notice from the City or any regulatory agency;
- (d) Failure of the Contractor to provide routes, schedules, data, documents or reports requested by the City in compliance with this Agreement; or
- (e) Failure to pay an administrative charge when due.

If the foregoing problems are corrected, payment shall be made to the Contractor for the amounts withheld, but the City shall not be liable to the Contractor for Interest on any delayed payment. The Manager shall not exercise the City's right to withhold payments under this Section 45 unless the Manager concludes that such action is reasonable and necessary in light of the Contractor's repeated problems or persistent failure to perform in compliance with the requirements herein. The City shall not withhold more than a total of Fifty Thousand Dollars (\$50,000) from any single payment.

SECTION 46: NO LIABILITY FOR DELAYS OR NON-PERFORMANCE DUE TO FORCE MAJEURE EVENTS

- 46.1** If the City or Contractor is unable to perform, or is delayed in the performance of any obligations under this Agreement by reason of any event of Force Majeure, such inability or delay shall be excused for any time during which compliance is prevented by such event and during such period thereafter as may be reasonably necessary for the City or Contractor to correct the adverse effect of such event of Force Majeure.
- 46.2** The Contractor shall not be entitled to compensation from a Customer or the City for such period of time when the delay or non-performance occurs, but the Contractor will be entitled to pro-rata compensation after the Contractor's work has been completed. The City shall not be liable for any loss suffered by Contractor as a result of an event of Force Majeure.
- 46.3** Labor disputes, labor shortages, changing economic conditions, and the economic hardship of the Contractor shall not be considered an event of Force Majeure.
- 46.4** To be entitled to the benefit of this Section 46, a Party claiming an event of Force Majeure shall give prompt written notice to the other Party, specifying in detail the event of Force Majeure, and shall diligently proceed to correct the adverse effect of any Force Majeure. The Parties agree that, as to this Section 46, time is of the essence.

SECTION 47: BREACH AND TERMINATION OF AGREEMENT

47.1 TERMINATION BY EITHER PARTY FOR CAUSE

Subject to the other provisions contained herein, either Party may terminate this Agreement if the other Party fails to perform any of its material obligations hereunder. A default by Contractor shall include but not be limited to the following:

- 47.1.1 Refusing to comply with any lawful order of the Manager.
- 47.1.2 Failing to begin work within the time specified in this Agreement.
- 47.1.3 Discontinuing operations without prior authorization from the Administrator.
- 47.1.4 Failing to resume work that has been suspended within a reasonable time, not to exceed two (2) Operating Days, after being notified to do so.
- 47.1.5 Failing to obey any Applicable Law.
- 47.1.6 Soliciting or accepting any Rates, charges or fees from Customers for the Collection, disposal, or processing of Solid Waste or Source Separated Recyclable Materials collected within the Service Area, except when such actions are explicitly authorized herein.
- 47.1.7 Failing to deliver Residential Waste, Commercial Waste, or Source Separated Recyclable Materials collected in the Service Area to the appropriate Designated Facility.
- 47.1.8 Failing to pay, or circumventing the payment of, any Tipping Fee that the Contractor is obligated to pay to a Designated Facility pursuant to this Agreement.
- 47.1.9 Failing to comply with the procedures in the Contractor's Collection Plan.
- 47.1.10 Failing to obtain or continuously maintain insurance policies in the manner required herein.
- 47.1.11 Failing to pay, when due, any sums owed to a subcontractor for services or materials provided pursuant to this Agreement.
- 47.1.12 Failing to provide or continuously maintain the Performance Bond required pursuant to Section 53.
- 47.1.13 A Parent Corporation Guarantee provided pursuant to Section 54 is revoked.
- 47.1.14 A representation or warranty provided by the Contractor in this Agreement is or becomes inaccurate in any material respect.
- 47.1.15 Failing to comply with the requirements and deadlines established in Section 77 or Exhibit 17 ("Optional Benefits and Services").

Before a Party may terminate this Agreement pursuant to this Section 47.1, the non-defaulting Party shall give written notice to the other Party that a default exists which will, unless corrected, constitute an event of default on the part of the defaulting Party. The notice shall inform the defaulting Party that this Agreement shall be terminated unless the default is cured within seven (7) calendar days following the defaulting Party's receipt of the notice. If a cure cannot reasonably be effected within seven (7) days despite the exercise of due diligence, the defaulting Party may request an extension of the cure. In such circumstances, the defaulting Party shall submit its written request to the non-defaulting Party, explaining in detail why the cure cannot be completed within seven (7) days. The request shall be delivered prior to the expiration of the cure period. If the defaulting Party's request is reasonable, as determined by the Manager in cases where the defaulting Party is the Contractor, the time to cure the default shall be extended to include such additional time as is reasonably necessary to effect a cure, provided that the defaulting Party exercises continuous diligent efforts to cure the default during the extended cure period. If the defaulting Party fails to cure the default within the cure period, the non-defaulting Party may terminate this Agreement. The termination shall take effect as of the date specified by the non-defaulting Party. Upon termination, the non-defaulting Party may cure the default at the expense of the defaulting Party, and have recourse to any other right or remedy to which the non-defaulting Party may be entitled under this Agreement, at law, or in equity.

Notwithstanding anything else contained herein, each of the events described in Sections 47.1.16, 47.1.17, 47.1.18, and 47.1.19, below shall constitute an event of default for which there shall be no opportunity to cure. For such events, termination shall be effective three (3) calendar days after the non-defaulting Party gives notice to the defaulting Party or at such other time designated by the non-defaulting Party.

47.1.16 Voluntary Bankruptcy

Written admission by a Party that it is bankrupt; or filing by a Party of a voluntary petition under the Federal Bankruptcy Act; or consent by a Party to the court appointment of a receiver or trustee for all or a substantial portion of its property or business; or the making of any arrangement by a Party with, or for the benefit of, its creditors or assigning to a trustee, receiver, or similar functionary (regardless of how designated) all or a substantial portion of a Party's property or business; or by becoming insolvent.

47.1.17 Involuntary Bankruptcy

Final adjudication of a Party as bankrupt under the Federal Bankruptcy Act.

47.1.18 Public Entity Crime

The Contractor is placed on a convicted vendor list following a conviction for a public entity crime; or

47.1.19 Fraud

The Contractor commits an act or omission constituting fraud, gross negligence, misfeasance, or willful malfeasance toward the City.

47.2 HABITUAL VIOLATIONS

If the Contractor frequently, regularly, or repetitively fails to comply with its obligations and requirements under this Agreement, the City may conclude that the Contractor is a “habitual violator,” regardless of whether the Contractor has corrected each individual failure of performance or paid administrative assessments for such failures of performance. In such circumstances, the Contractor shall forfeit the right to receive any further notice or grace period to cure its failures of performance, and all of the prior defaults under this Agreement shall be considered cumulative and collectively shall constitute a condition of irredeemable default. If the City concludes the Contractor is a habitual violator, the City shall issue a final warning to the Contractor, citing the grounds for the warning, and any single default by the Contractor thereafter shall be grounds for immediate termination of this Agreement. If any subsequent default occurs, the Commission may terminate this Agreement after giving written notice to the Contractor. The termination shall be effective upon the date designated by the Commission.

47.3 INTERIM OPERATIONS

In the event that this Agreement is terminated before the end of any term, the Contractor shall continue its operations for an interim period of up to six (6) additional Operating Months if requested to do so by the City. The Contractor shall be paid for its services during said interim period at the Rates authorized under this Agreement in effect prior to issuance of the notice of termination.

Notwithstanding anything else contained herein, the City may hire an alternate Person to provide Collection Services in the City if the Contractor fails to provide Collection Service for a period of two (2) consecutive Operating Days. The City’s interim service provider shall continue to provide Collection Service until the Contractor demonstrates to the City’s satisfaction that the Contractor is able to resume work in compliance with the requirements in this Agreement. However, if the Contractor is unable for any reason to resume performance within thirty (30) calendar days, the City may terminate this Agreement, effective as of the date designated by the City. The Contractor shall reimburse the City for any and all reasonable costs incurred by the City related to or arising from the use of an alternate Person to provide Collection Service.

47.4 EFFECT OF TERMINATION

If this Agreement is terminated pursuant to the provisions of this Section 47, neither the City nor the Contractor shall have any further duty, right, liability, or obligation under this Agreement, except that: (a) a Party will not be relieved from liability for a breach of a warranty, obligation, or representation under this Agreement that occurred before the effective date of the termination; (b) the City shall pay all amounts owed to the Contractor, and the Contractor shall pay all amounts owed to the City, pursuant to this Agreement, through the date of the termination; (c) the Contractor shall deliver to the City all reports concerning the Contractor’s activities through the end of the Operating Month in which termination occurs; (d) at a minimum, the provisions of Sections 34.1, 34.6, and 51 shall survive and remain in effect for seven (7) years after the expiration or termination of this Agreement; and (e) any term, condition, covenant, or obligation which requires performance by a Party subsequent to the termination of this Agreement shall remain enforceable against such Party subsequent to such termination.

SECTION 48: OPERATIONS DURING DISPUTE

If a dispute arises between the City, the Contractor, or any other Person concerning the Contractor's performance, rights, or compensation under this Agreement, the Contractor shall continue to perform its duties in strict compliance with the requirements of this Agreement, regardless of the pending dispute.

SECTION 49: DISPUTE RESOLUTION PROCESS

- 49.1** The City and Contractor agree to cooperate and act in good faith at all times when dealing with each other. If a dispute arises between the Parties, the Parties shall attempt to resolve their differences quickly and informally. If they are unable to do so, they shall seek relief by following the procedures set forth below.
- 49.2** The Parties agree that any claim filed in state or federal court concerning this Agreement shall be heard by a judge, sitting without a jury.
- 49.3** THE CITY AND THE CONTRACTOR HEREBY KNOWINGLY, VOLUNTARILY, AND PERMANENTLY WAIVE ANY RIGHT THEY MAY HAVE TO A JURY TRIAL CONCERNING THE PERFORMANCE, INTERPRETATION, APPLICATION OR ENFORCEMENT OF THIS AGREEMENT.

SECTION 50: CONTRACTOR'S OBLIGATIONS PRIOR TO TERMINATION OF THIS AGREEMENT

50.1 CONTINUATION OF CONTRACTOR'S SERVICE

If the City does not exercise its right to renew this Agreement or if there are no renewal options remaining, the City will attempt to award a new agreement to a Person at least six (6) months prior to the expiration of this Agreement. In the event a new agreement has not been awarded in this time frame, Contractor shall provide its Collection Services in compliance with this Agreement for up to an additional six (6) Operating Months after the expiration of this Agreement, at the then current Rates, if the Commission requests this service. Any extension of the Agreement pursuant to this Section 50.1 must be approved by the Commission. The extension shall constitute an amendment to this Agreement, which must be adopted by the Commission in an ordinance.

50.2 SALE OR LEASE OF CONTRACTOR'S MECHANICAL CONTAINERS

Upon request, Contractor shall enter into good faith negotiations to allow the City or the City's newly selected franchise hauler to purchase, or rent for up to three (3) Operating Months, the Mechanical Containers (if any) used and owned by the Contractor in the Service Area. The purchase price and rental fee shall be negotiated, but the purchase price shall not be greater than the fair market value of the Containers.

50.3 SCHEDULE FOR TERMINATION OF CONTRACTOR'S SERVICE

Prior to the termination of this Agreement, Contractor shall work with the Administrator to ensure that there is no interruption or reduction of service when the Contractor ends its services to

the City. If a new franchise agreement is awarded to a Person other than the Contractor, the Contractor shall coordinate and cooperate with the newly selected franchise hauler, as well as the City, to minimize any disruptions in the service provided to the public. At a minimum, the Contractor shall comply with the following performance requirements and deadlines:

180 calendar days prior to expiration of Agreement	If requested, the Contractor shall provide to the Administrator and the selected franchise hauler a Mechanical Container inventory, in a format acceptable to the City that includes each container's location (street address), capacity, identification number, and Collection frequency. Thereafter, the Contractor shall not replace or exchange any Contractor-owned Mechanical Container listed in the inventory, without the Administrator's approval.
150 calendar days prior to expiration of Agreement	The Contractor shall attend a coordination meeting with the selected franchise hauler and the Administrator. At or before the coordination meeting, the Contractor shall provide the Administrator with a list of Contractor-owned containers that may be purchased by the City or the selected franchise hauler.
120 calendar days prior to expiration of Agreement	The Contractor shall work with the selected franchise hauler to develop a mutually agreeable schedule for the removal of Contractor-owned Collection Containers and placement of the selected franchise hauler's containers.
30 calendar days prior to expiration of Agreement	The Contractor shall begin to implement the schedule in cooperation with the selected franchise hauler. The Contractor shall take all steps necessary to ensure there is no interruption in the Collection Service provided to Customers.

50.4 CITY'S RIGHT TO PROCURE NEW SERVICES

At any time, the City may issue a request for proposals, or commence negotiations with a Person other than the Contractor, or take any other steps deemed necessary by the City to obtain the services of a Person who will collect Solid Waste for the City after this Agreement expires or is terminated.

SECTION 51: INDEMNIFICATION

51.1 LIABILITY

The Contractor shall be liable for all injuries and conditions that are caused by or result from the Contractor's actions, including but not limited to the Contractor's failure to perform in accordance with the terms of this Agreement.

51.2 CONTRACTOR'S INDEMNIFICATION OF CITY

To the greatest extent allowed by Applicable Law, the Contractor releases and shall indemnify, hold harmless, and, if requested by the City, defend, each City Indemnified Party from and against any Indemnified Loss. The obligation of the Contractor under this Section 51.2 is absolute and unconditional; to the extent allowed by Applicable Law or not otherwise prohibited, it is not conditioned in any way on any attempt by a City Indemnified Party to collect from an insurer any amount under a liability insurance policy, and is not subject to any set-off, defense, deduction, or counterclaim that the Contractor might have against the City Indemnified Party.

The City may employ any outside counsel of its choice or may use its in-house counsel to enforce or defend the City's right to indemnity provided by this Agreement. If a City Indemnified Party

requests that the Contractor defend it with respect to any Indemnified Loss, the City Indemnified Party may participate in the defense at the Contractor's sole cost and expense. The Contractor shall advance or promptly reimburse to a City Indemnified Party any and all costs and expenses incurred by the City Indemnified Party in connection with investigating, preparing to defend, settling, or defending any legal proceeding for which the City Indemnified Party is entitled to indemnification under this Agreement, whether or not the City Indemnified Party is a party or potential party to it.

51.3 CONTRIBUTION

In the event of joint negligence on the part of the City and the Contractor, all losses and costs shall be apportioned in accordance with the provisions of Section 768.31, Florida Statutes, the Uniform Contribution Among Tortfeasors Act, as it exists on the Effective Date, subject to the recovery limits set forth in Section 768.28, Florida Statutes, in effect on the Effective Date.

51.4 DAMAGES

The measure of damages to be paid by the Contractor to the City or by the City to the Contractor, due to any failure by the Contractor or the City to meet any of its obligations under this Agreement, shall be the actual damages incurred by the City or the Contractor. Neither Party shall have any liability under this Agreement for consequential, delay, special, indirect, or punitive damages. The foregoing shall apply except as provided for under either Party's rights to the Performance Bond or insurance proceeds, or as provided by Applicable Law.

If the Contractor fails to comply with any Applicable Law, the Contractor shall promptly pay to the City the following:

- (a) All lawful fines, penalties, and forfeitures charged to the City by any judicial order or by any governmental agency responsible for the enforcement of the Applicable Law; and
- (b) The actual costs incurred by the City as a result of the Contractor's failure to comply with the Applicable Law, including any costs incurred in investigating and remedying the conditions which led to or resulted from the Contractor's failure to comply with the Applicable Law.

51.5 NO PERSONAL LIABILITY

Nothing in this Agreement shall be construed as creating any personal liability on the part of any officer, employee, agent or representative of the City or the Contractor.

SECTION 52: CONTRACTOR'S INSURANCE

The Contractor shall maintain, on a primary and non-contributory basis, and at its sole expense, at all times after December 1, 2016, until this Agreement expires or is terminated, policies of insurance that insure the Contractor against claims, demands, or causes of action for injuries received or damages to people or property caused by or resulting from the Contractor's negligent acts, and errors or omissions under this Agreement. At a minimum, the Contractor shall maintain at all times the following insurance coverage, with the limits and endorsements described herein. The requirements contained herein, as well as the City's review of and comments concerning the insurance maintained by the Contractor, are not

intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Agreement.

52.1 COMMERCIAL GENERAL LIABILITY

Contractor shall maintain Commercial General Liability with a limit of liability not less than \$1,000,000 Each Occurrence / \$2,000,000 General Aggregate. Contractor shall warrant its coverage will not contain any restrictive endorsement(s) excluding or limiting Contractual Liability or Cross Liability as pertains to City.

52.2 BUSINESS AUTOMOBILE LIABILITY

Contractor shall maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Combined Single Limit / Each Accident. Coverage shall include liability for Owned, Non-Owned & Hired automobiles.

52.3 POLLUTION REMEDIATION AND LEGAL LIABILITY

Contractor shall maintain Pollution Legal Liability and Remediation Insurance at a minimum limit of liability not less than \$5,000,000 Each Occurrence / \$5,000,000 Aggregate. The Contractor agrees the policy shall include a minimum three (3) year supplemental extended reporting period, and a Retroactive Date that equals or precedes the effective date of the Agreement, or the performance of Collection Services hereunder. This coverage may be provided on a Per-Project Basis.

52.4 UMBRELLA OR EXCESS LIABILITY

Contractor shall maintain Umbrella or Excess Liability at a limit of liability not less than \$5,000,000 Each Occurrence / \$5,000,000 Aggregate. Contractor shall include each required policy herein, other than Pollution Remediation and Legal Liability, as an underlying policy on the Umbrella or Excess Liability. Contractor shall endorse the City as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Following-Form" basis. This liability may be satisfied by multiple layers of Excess coverage lines.

52.5 WORKER'S COMPENSATION INSURANCE & EMPLOYERS LIABILITY

Contractor shall maintain Worker's Compensation Insurance & Employers Liability. Contractor shall maintain Employers' Liability Limits not less than \$2,000,000 Each Accident, \$2,000,000 Disease Each Employee, and \$2,000,000 Disease Policy Limit. (NOTE: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement).

52.6 ADDITIONAL INSURED ENDORSEMENTS

Contractor shall endorse its insurance with the City as an Additional Insured as follows: (1) for the Commercial General Liability, the Contractor shall endorse the City with the CG 2010 07 04 or GC 2010 04 13 Additional Insured - Developers, Lessees, or Contractors, – Scheduled Person or Organization endorsement in combination with the additional endorsement of GC2037 10 01 Additional Insured – Developers, Lessees, or Contractors – Completed Operations, or similar endorsement; (2) for the Business Automobile Liability, the Contractor shall endorse the City with a CA 2048 – Designated Insured, or similar endorsement; (3) for the Pollution Liability, the

Contractor shall endorse the City with the standard Additional Insured endorsement filed by the insurer for use in the State of Florida; and (4) for the Excess Liability, the Contractor shall endorse the City as an "Additional Insured" on the Umbrella or Excess Liability, unless the policy provides coverage to the underlying policies on a "Following-Form" basis. The Additional Insured shall read "City of Sunrise" for all endorsements. Upon request by the City, a copy of any endorsement issued to extend coverage to the City shall be provided when evidencing insurance to the City.

52.7 WAIVER OF SUBROGATION

Contractor shall endorse the Commercial General Liability with a Waiver of Subrogation endorsement GC 2404 A 05 09 Waiver of Transfer of Rights of Recovery Against Other to Us, or similar endorsement providing equal or broader Waiver of Subrogation, as well as a Waiver of Subrogation for every other required policy herein in favor of the City for each required policy providing coverage during the entire term of this Agreement. When required by the insurer, or should a policy condition not permit the Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, the Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition specifically prohibiting such an endorsement, or voids coverage should the Contractor enter into such an agreement on a pre-loss basis

52.8 CERTIFICATE(S) OF INSURANCE

No later than November 21, 2016, Contractor shall provide the City with a Certificate of Insurance evidencing that all coverages, limits, and endorsements required herein are maintained and in full force and effect. Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify requirement, when available by endorsement from Contractor's insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor shall provide notice to the City by fax within five (5) Operating Days, and the notice shall include a copy of the non-renewal or cancellation notice or a written statement specifically identifying the coverage that is no longer in compliance. The Certificate of Insurance shall identify the City's RFP (RFP-02-01-AP) and this Agreement in the Certificate. The Certificate Holder shall be identified as:

Original to:

City of Sunrise
Attention: Purchasing Director
10770 West Oakland Park Boulevard
Sunrise, Florida 33351
Fax: (954) 572-2278

Copy to:

City of Sunrise
Attention: Contract Administrator
10770 West Oakland Park Boulevard
Sunrise, Florida 33351
Fax: (954) 572-2479

The City shall have the right to withhold any payment to Contractor until evidence of coverage, reinstated coverage, or replacement coverage is provided to the City. If the Contractor fails to maintain the insurance required herein, the City shall have the right, but not the obligation, to purchase replacement insurance to satisfy the unmet requirements, and the Contractor shall reimburse any premiums or other expenses incurred by the City.

52.9 DEDUCTIBLES, SELF-INSURED RETENTIONS, AND SUPPLEMENTAL COVERAGE

Contractor shall be solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention. When a self-insured retention or deductible exceeds Two Hundred Fifty Thousand Dollars (\$250,000) for any of the foregoing required policies, the City reserves the right, but not the obligation, to review and request a copy of the Contractor's most recent annual report or audited financial statements to determine the reasonability of the retention levels, based on the financial capacity of Contractor. At the City's option, the Contractor may be required to reduce the self-insured retentions, or the Contractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

52.10 RIGHT TO REVISE OR REJECT

The City reserves the right, but not the obligation, to reject any insurance policy that fails to meet the criteria stated herein. Additionally, the City reserves the right, but not the obligation, to review or reject any insurer providing coverage due to its poor financial condition or failure to operate in compliance with Applicable Laws. Neither the City's approval of any insurance provided by the Contractor or a subcontractor, nor the City's failure to disapprove such insurance, shall relieve the Contractor or a subcontractor of any part or all of its responsibility for any liability, damages, or accidents, as set forth herein.

52.11 OTHER INSURANCE REQUIREMENTS

At its option, the City may allow the Contractor to be self-insured for one or more lines of coverage. In such circumstances, the Contractor shall be required to demonstrate to the satisfaction of the City that the Contractor has adequate financial resources to defend and cover all claims in the amounts and categories required by the City.

SECTION 53: PERFORMANCE BOND

The Contractor shall furnish to the City an irrevocable, annually renewable, Performance Bond for the faithful performance of this Agreement and all of the Contractor's obligations hereunder. The Performance Bond shall be in the amount of Two Million Dollars (\$2,000,000). The form and content of the Performance Bond shall be substantially the same as the draft bond in Exhibit 8, and shall be subject to the approval of the City Attorney and Risk Manager. The Performance Bond shall be issued by a surety company that is acceptable to the City. At a minimum, the surety company shall be rated "A" or better as to management and "FSC X" or better as to strength by Best's Insurance Guide or Surety, and shall be listed on the U.S. Treasury Department's list of acceptable sureties for federal bonds. The Surety shall have been in business and have a record of successful and continuous operation for at least five (5) years. The Performance Bond shall: (a) contain any provisions required by Applicable Law; (b) guarantee the performance of the Agreement; and (c) not be canceled or altered without at least thirty (30)

calendar days prior notice to the City. The Contractor shall furnish the Performance Bond to the Director of Finance and Administrative Services, and shall provide copies of the Performance Bond to the City Attorney and the Risk Manager, at the address provided in Section 74, below, at least five (5) days before the Effective Date. The Performance Bond shall be maintained in full force and effect at all times during the term of this Agreement.

Maintenance of the Performance Bond and the performance by the Contractor of all of the obligations under this Section 53 shall not relieve the Contractor of liability under the default and termination provisions set forth in this Agreement or from any other liability resulting from any breach of this Agreement. The Performance Bond may be "called" and used if there is any default or breach of this Agreement by the Contractor. Calling or using the Performance Bond shall not restrict or preclude the use of any other remedies available to the City against the Contractor for breach, default, or damages.

In the event of a strike of the employees of Contractor or any other labor dispute which makes performance of this Agreement by the Contractor substantially impossible, the City shall have the right to call the Performance Bond three (3) days after giving notice to the Contractor. The City shall have the right, but not the obligation to engage another Person to provide necessary Collection Services.

SECTION 54: PARENT CORPORATION GUARANTEE

The Contractor shall provide a corporate guarantee from the Contractor's parent company ("Guarantor"), whereby the Guarantor shall guarantee the performance of the Contractor's obligations under this Agreement. The form and content of the corporate guarantee shall be substantially the same as the draft guarantee in Exhibit 7 and shall be subject to the approval of the City Attorney and Risk Manager. The form must be executed by the Contractor's parent company (i.e., the corporate entity that is at the top of any chart showing the Contractor's corporate organization), not an intermediary between the Contractor and its parent. The corporate guarantee shall be delivered to the City's Director of Finance and Administrative Services, and copies shall be delivered to the City Attorney and the Risk Manager, at the addresses shown in Section 74, below, at least five (5) days before the Effective Date

SECTION 55: ASSIGNMENT OF AGREEMENT

- 55.1** No assignment of this Agreement or any right or responsibility occurring under this Agreement, shall be made in whole or in part by the Contractor without the express written consent of the City. The City shall have the right to approve or deny, with or without cause, any proposed or actual assignment by the Contractor. Any assignment of this Agreement made by the Contractor without the express written consent of the City shall be null and void and shall be grounds for the City to declare a default of this Agreement.
- 55.2** In the event that the City's consent to any proposed assignment is denied, Contractor shall continue to provide all of the services required herein for the remainder of the term.
- 55.3** If any assignment is approved by the City, the assignee shall fully and expressly assume all of the obligations, duties, and liabilities of the Contractor under this Agreement.
- 55.4** The requirements of this Section 55 shall include, but not be limited to cases where the Contractor hires a subcontractor to undertake any of the Contractor's obligations to provide Collection Services under this Agreement.

SECTION 56: TRANSFER OF AGREEMENT

A transfer of this Agreement shall be effective only after approval by the City. A transfer includes a one-time event that results in a transfer of twenty-five percent (25%) or more of the ownership or controlling interests of the Contractor, a series of events that result in a cumulative change of fifty percent (50%) or more of the ownership or controlling interests of the Contractor, and any other event that results in a material change in the ownership or control of the Contractor, whether accomplished by a sale of assets or other means. Any transaction that results in the Contractor or its assets being purchased by or merged with another Person shall constitute a transfer of this Agreement, which is subject to the City's approval. An application to transfer this Agreement shall be submitted jointly by the proposed transferor and transferee, and shall contain the same type of information about the transferee that was provided by the Contractor before the City granted this franchise. At a minimum, the proposed transferee shall (a) verify in writing that it will comply with all of the requirements in this Agreement and (b) demonstrate that it has the financial resources, expertise, personnel, equipment and other capabilities necessary to do so. The application shall be accompanied by a non-refundable application fee in the amount of Twenty Thousand Dollars (\$20,000.00). The Commission may grant the application for transfer, or grant the application subject to conditions, or deny the application, with or without cause, in its sole discretion. Among other things, the Commission's approval may be subject to conditions requiring an increase in the amount of the Performance Bond, an increase in the levels and types of insurance coverage, and other safeguards designed to ensure that the City's work will be completed in compliance with the requirements in this Agreement. In the event that the City's consent to any proposed transfer is denied, Contractor shall continue to provide all of the services required herein for the remainder of the term of this Agreement.

Notwithstanding the other provisions in Section 55 and Section 56 of this Agreement, the City shall cooperate with the Contractor in the event that a strike, lockout, or similar labor dispute results in the Contractor's use of a subcontractor to provide the Collection Services required under this Agreement. In such circumstances, the provisions of Section 55 and Section 56 shall be waived by the City for a period not to exceed ninety (90) days.

SECTION 57: SUBSEQUENT CITY ORDINANCES

The Parties recognize that the City will amend its Ordinances before the Commencement Date to make the Ordinances more consistent with the requirements in this Agreement. Nothing contained in any City ordinance adopted after the Commencement Date shall be construed to affect, change, modify or otherwise alter the duties, responsibilities, and operations of the Contractor under this Agreement, unless it is agreed to in writing by both the Contractor and the City and this Agreement is amended accordingly.

SECTION 58: AMENDMENTS TO THE AGREEMENT

58.1 GENERAL REQUIREMENTS

This Agreement constitutes the entire Agreement and understanding between the parties hereto. This Agreement shall not be considered modified, altered, changed or amended in any respect unless the Agreement is amended in writing and the amendment is signed by the Contractor and the Commission or its designee.

58.2 CITY'S POWER TO AMEND AGREEMENT

The City shall have the power to make changes in this Agreement relative to the scope and method of providing Collection Service, when the City deems it necessary and desirable for the

public welfare. The Administrator shall give the Contractor notice of any proposed change and an opportunity to be heard concerning any relevant matters. In all cases involving changes to this Agreement, the City and Contractor shall enter into good faith negotiations to modify this Agreement and the Rates, as necessary. The scope and method of providing Collection Service, as referenced herein, shall be liberally construed to include procedures, operations, and obligations of the Contractor. The Commission must approve any amendments to this Agreement and must do so by ordinance.

In the future, the City may wish to obtain new services that are not addressed under this Agreement. For example, the City may wish to expand its Recycling program in ways that have not yet been identified. If the City and the Contractor are unable to agree upon the terms and conditions governing such services, including but not limited to the Rates for such services, the City shall have the right to procure such services from other Persons, notwithstanding the Contractor's exclusive franchise under this Agreement.

58.3 AMENDMENTS DUE TO CHANGES IN LAW

The City and the Contractor understand and agree that changes in the Applicable Laws may require amendments to some of the conditions or obligations of this Agreement. In the event any future change in any Applicable Law materially alters the obligations of the Contractor or the City, then the provisions and Rates in this Agreement may need to be modified. The City and Contractor agree to enter into good faith negotiations regarding amendments to this Agreement, which may be required in order to implement changes for the public welfare or due to a Change in Law. Section 38.5, above, shall govern any adjustments to the Rates that result from a Change in Law.

SECTION 59: WAIVER OF RIGHTS

No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as deemed expedient. The failure of the City or Contractor at any time to require performance by the other Party of any term in this Agreement shall in no way affect the right of the City or Contractor thereafter to enforce same. Nor shall waiver by the City or Contractor of any breach of any term of this Agreement be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the Party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement.

SECTION 60: WAIVER OF FLOW CONTROL CLAIMS

The Contractor has voluntarily entered into this Agreement for the purpose of enjoying the economic and other benefits conferred upon the Contractor by this Agreement. To ensure that the City also enjoys the benefits of this Agreement, the Contractor hereby knowingly, voluntarily, and permanently waives its right to challenge, contest, or invalidate the provisions in this Agreement that require the Contractor to use a Designated Facility for the disposal or processing of Solid Waste or Source Separated Recyclable Materials collected by the Contractor in the Service Area. This waiver includes but is not limited to any claim that this Agreement implements an inappropriate form of Solid Waste "flow control", regardless of whether the claim is based on local, state, or federal law, or the Florida or U.S. Constitution, or any other grounds, and regardless of whether the claim seeks damages, injunctive relief, or other remedies at law or in equity.

SECTION 61: GOVERNING LAW, VENUE AND ATTORNEYS FEES

The laws of the State of Florida shall govern the rights, obligations, duties and liabilities of the Parties to this Agreement and shall govern the interpretation of this Agreement. Any and all legal or equitable actions necessary to enforce this Agreement shall be held and maintained solely in the state and federal courts in and for Broward County, Florida. Venue shall lie exclusively in Broward County. In any legal or other proceeding to interpret, apply, or enforce the terms of this Agreement, each Party shall pay its own legal fees and all associated costs, except as otherwise provided in Section 51, above.

SECTION 62: COMPLIANCE WITH LAWS AND REGULATIONS

Contractor shall at all times comply with all Applicable Laws now in effect or hereafter enacted, which are applicable in any way to Contractor, its officers, employees, agents, or subcontractors, except as provided in Section 57.

SECTION 63: PERMITS AND LICENSES

Contractor, at its sole cost and expense, shall obtain and maintain throughout the term of this Agreement all permits, licenses and approvals necessary or required for Contractor to perform the work and services described herein.

SECTION 64: EQUAL OPPORTUNITY EMPLOYMENT

Contractor agrees that it shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation, and Contractor shall take affirmative steps to ensure that applicants are employed and employees are treated during employment by Contractor without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Contractor agrees to furnish the City with a copy of its non-discrimination and equal employment opportunity policy, upon request.

SECTION 65: AGREEMENT DOCUMENTS

This Agreement and the exhibits comprise the entire Agreement between the City and Contractor. The following exhibits are attached to this Agreement and they are incorporated in this Agreement by this reference:

Exhibit 1 through Exhibit 18

After the Effective Date, the Agreement shall be supplemented with and shall include the following:

Performance Bonds and Insurance Certificates

Any amendments to this Agreement that are approved by the Commission and Contractor

There are no Agreement documents other than those listed above. In the event of a conflict between this Agreement and the provisions of any exhibit, the provisions of this Agreement shall control when interpreting this Agreement.

SECTION 66: ALL PRIOR AGREEMENTS SUPERSEDED

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained in this Agreement. The Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained herein. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written, including the representations in the City's RFP (RFP 16-02-01-AP) and the Contractor's response to the RFP. The provisions of this Agreement shall govern the Parties' relationship, regardless of anything contained in the City's RFP or the Contractor's response to the RFP. Nonetheless, in the event that an order of precedence is needed, it shall be the Agreement, the City's RFP, and then the Contractor's response to the City's RFP.

SECTION 67: HEADINGS

Headings in this document are for convenience of reference only and are not to be considered in any interpretation of this Agreement.

SECTION 68: CONSTRUCTION OF AGREEMENT

The following rules shall govern the interpretation and construction of this Agreement:

- (a) The words "include" and "including" shall not be construed to be terms of limitation. References to included matters or items will be regarded as illustrative and will not be interpreted as a limitation on, or an exclusive listing of, the matters or items referred to.
- (b) Whenever the context requires, the singular form of a word includes the plural and the plural includes the singular. The gender of any pronoun includes the other genders.
- (c) Both parties are represented by legal counsel and they waive any rule of law that would require any vague or ambiguous provision herein to be construed against the Party that physically prepared this Agreement. The rule sometimes referred to as "Fortius Contra Proferentum" shall not be applied to the interpretation of this Agreement.

SECTION 69: SURVIVABILITY

Any term, condition, covenant, or obligation which requires performance by a Party subsequent to termination of this Agreement shall remain enforceable against such Party subsequent to such termination.

SECTION 70: SEVERABILITY

The definitions and provisions contained in this Agreement shall not be construed to require the City or the Contractor to take any action that is contrary to any local, state or federal law. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and

effect. This Agreement shall be construed as if such invalid, illegal, void or unenforceable provision had never been contained herein.

SECTION 71: FAIR DEALING

The Contractor declares and warrants that the Contractor enters into this Agreement without reliance on or engaging in any collusion, bribery or fraud, that all of the Contractor's representations in this Agreement are made fairly and in good faith, and that no Commission member, City officer, or City employee, directly or indirectly owns more than five percent (5%) of the total assets or capital stock of the Contractor, nor will any such Person directly or indirectly benefit by more than five percent (5%) from the profits or emoluments of this Agreement, nor has the Contractor provided any gift to any such Person or their family. The Contractor warrants that it has not employed or retained any company or Person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and the Contractor has not paid or agreed to pay any Person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other compensation contingent upon or resulting from the award or making of this Agreement.

SECTION 72: SOVEREIGN IMMUNITY AND LIMITATIONS ON LAWSUITS AGAINST THE CITY

Nothing in this Agreement shall constitute a waiver of the City's sovereign immunity in tort actions or any provisions in Section 768.28, Florida Statutes. Nothing in this Agreement shall constitute the City's consent to be sued by any third party in any matter arising out of this Agreement.

SECTION 73: REMEDIES NOT EXCLUSIVE

The remedies specified in this Agreement shall supplement, and not be in lieu of, any other remedies provided at law or in equity. The payment of any administrative charges by the Contractor shall not constitute a defense for the Contractor, nor an election of remedies by the City, nor serve as the basis for a claim of estoppel against the City, nor prevent the City from terminating this Agreement. The City's decision to refrain from assessing administrative charges, or suspending or terminating this Agreement, or seeking any other relief from any failure in the Contractor's performance, shall not constitute a waiver of the City's right to pursue any other remedy or a waiver of its right to pursue a remedy for any future failure by the Contractor. No remedy conferred by this Agreement is intended to be exclusive of any other remedy. Each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any Party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 74: NOTICES TO PARTIES

All notices, requests, authorizations, approvals, protests, and petitions provided for herein shall be in writing. Except as provided in Section 31.1, above, such documents shall be addressed as shown below and either (a) hand delivered, (b) mailed by registered or certified mail (postage prepaid), return receipt requested, or (c) sent by facsimile. The documents shall be deemed to have been duly delivered when personally delivered, or when transmitted by telecopier (facsimile) and receipt is confirmed by telephone, or when delivered by U.S. Mail or courier service, as shown by the return receipt. For the present, the Contractor and the City designate the following as the appropriate people and places for delivering notices and other documents:

As to City: City Manager
City of Sunrise
10770 West Oakland Park Blvd.
Sunrise, Florida 33351
Telephone: 954/746-3440
Facsimile: 954/746-3439

Copy to: City Attorney
City of Sunrise
10770 West Oakland Park Blvd.
Sunrise, Florida 33351
Telephone: 954/746-3300
Facsimile: 954/746-3307

As to Contractor: Jean-Pierre Turgot
General Manager
751 NW 31st Avenue
Lauderhill, Florida 33311
Telephone: 954/583-1830
954/279-9293 (after hours)
Facsimile: 954/584-1453

Copy to: Catherine A. Minnis
751 NW 31st Avenue
Lauderhill, Florida 33311
Telephone: 954/626-2160
954/300-9283 (after hours)
Facsimile: 954/584-1453

Both Parties reserve the right to designate a different representative or representatives in the future, or to change the address(es) for notice, by providing written notice to the other Party of such change.

SECTION 75: NO THIRD PARTY BENEFICIARIES

This Agreement only provides rights and remedies for the City and the Contractor, except and only to the extent that Section 51.2 provides limited rights for City Indemnified Parties. Notwithstanding anything else contained herein, this Agreement does not provide any rights or remedies for any other Person. There are no third party beneficiaries under this Agreement, except City Indemnified Parties.

SECTION 76: CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor represents and warrants to the City that:

- (a) The Contractor is a corporation existing in good standing under the laws of the state of its formation, is in good standing under the laws of the State of Florida, and is duly qualified to do business wherever necessary to carry on the business and operations contemplated by this Agreement.

- (b) The Contractor has the requisite power, authority, and legal right to enter into and perform its obligations under this Agreement and possesses all orders, permits, consents, licenses, approvals, franchises, certificates, registrations, and other authorizations from third parties and governmental authorities that are necessary to conduct its current business and to satisfy its duties and obligations under this Agreement.
- (c) This Agreement has been duly executed and delivered by the Contractor and, as of the Effective Date, constitutes a legal, valid, and binding obligation of the Contractor, enforceable by the City against the Contractor in accordance with its terms, except to the extent its enforceability is limited by the application of general principles of equity and by bankruptcy, insolvency, moratorium, debtor relief, and similar laws of general application affecting the enforcement of creditor rights and debtor obligations.
- (d) The execution, delivery, and performance of this Agreement by the Contractor: (1) have been duly authorized; (2) do not require the approval of any governmental officer or body, other than those permits or approvals contemplated to be obtained by the Contractor after the Effective Date; (3) have been duly authorized by all requisite action of the Contractor, and no other proceedings on the part of the Contractor, its officers, partners or managers are necessary to authorize this Agreement or to perform the duties and obligations of the Contractor contemplated by it; (4) will not violate any law applicable to the Contractor or its property or any provisions of the Contractor's articles of incorporation or by-laws; (5) do not constitute a default under or result in the creation of, any lien, charge, encumbrance, or security interest upon any assets of the Contractor under any agreement or instrument to which the Contractor is a Party or by which the Contractor or its assets may be bound or affected in any manner that prohibits or otherwise adversely affects the Contractor's ability to perform its obligations under this Agreement; and (6) do not and will not violate any copyrights, patents, or other intellectual or proprietary rights of any Person.
- (e) To the best of the Contractor's information and belief, there is no action, suit, or proceeding, at law or in equity, before or by any court or governmental authority pending against the City or the Contractor, in which an unfavorable decision, ruling, or finding would materially and adversely affect the performance by the Contractor of its obligations under this Agreement, or that in any way would adversely affect the validity or enforceability of this Agreement, or any other agreement or instrument entered into by the Contractor or any of its affiliates in connection with this Agreement.
- (f) The Contractor did not engage, directly or indirectly, in any collusion, bribery, deception, or fraud in connection with its efforts to procure the work awarded under this Agreement.
- (g) None of the agents, members, managers, partners, officers, directors, employees, or executives of the Contractor, or any affiliate that is active in the management of the Contractor, has been convicted of a public entity crime, as defined in Section 287.133(g), Florida Statutes.
- (h) The personnel employed by the Contractor have the proper skill, licenses, training, background, knowledge, experience, authorizations, integrity, and character necessary to perform the Contractor's obligations in compliance with this Agreement.

- (i) No City employee received or will receive, directly or indirectly, any benefit, interest, or profit out of the procurement process that resulted in the award of this Agreement or in connection with this Agreement or the services to be provided pursuant to this Agreement, and no City employee has or will have any direct or indirect financial interest in the award of this Agreement or any of the services to be provided pursuant to this Agreement.
- (j) The Contractor acknowledges that Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in the Sudan List and/or the Scrutinized Companies with Activities in the Iran Petroleum Energy List, both lists of which are created pursuant to Section 215.473, Florida Statutes, and certifies, represents, and warrants to the City that the Contractor is not on either of those lists. The Contractor acknowledges and agrees that, pursuant to Section 287.135, Florida Statutes, the City may terminate this Agreement and civil penalties may be assessed against the Contractor, if the Contractor is found to have submitted a false certification,

SECTION 77: ADDITIONAL BENEFITS AND SERVICES

[To Be Determined. This section will describe the “optional benefits” and services, if any, that the Contractor offered in its proposal.]

IN WITNESS WHEREOF, the City and the Contractor have made and executed this Agreement, as attested to by the signature of their duly authorized officers or representatives and their official seals affixed hereon, the day and year first above written.

CITY OF SUNRISE, through its City Commission

Attest:

Felicia Bravo, City Clerk

By: _____
Michael J. Ryan, Mayor

____ day of _____, 2016

(CITY SEAL)

Approved as to form by
Office of the City Attorney

By: _____
Kimberly Kisslan, City Attorney

____ day of _____, 2016

Approved as to form by
Gardner, Bist, Bowden, Bush,
Dee, LaVia, & Wright, P.A.
As Outside Counsel for the City

By: _____
David S. Dee
For the Firm

____ day of _____, 2016

WITNESSES:

REPUBLIC SERVICES OF FLORIDA,
LIMITED PARTNERSHIP

Signature

Printed Name and Title

____ day of _____, 2016

By:

Signature

Printed Name and Title

____ day of _____, 2016

Signature

Printed Name and Title

____ day of _____, 2016

ATTEST:

SECRETARY

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____ of Republic Services of Florida, Limited Partnership, an organization authorized to do business in the State of Florida, and he/she acknowledged and executed the foregoing Exclusive Franchise Agreement as the proper official of Republic Services of Florida, Limited Partnership for the uses and purposes mentioned in it and affixed the official seal of the company, and confirmed that the instrument is the act and deed of that company. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the State and County aforesaid on this _____ day of _____, 2016.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT 1

Map of Service Area

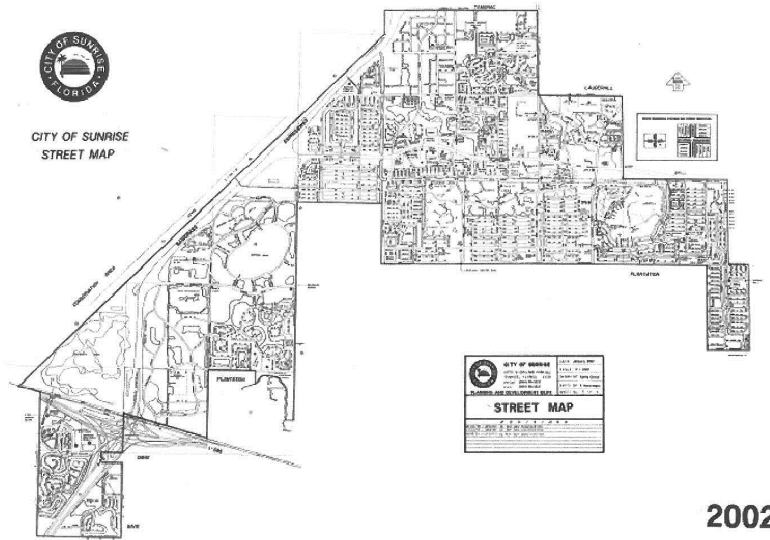


EXHIBIT 2

Legal Description of Service Area

The following area shall constitute the corporate limits of the City viz, all that territory lying and situate in Broward County, Florida, as provided in the Laws of Florida:

Begin at the common section corner of Section 34 and 35, Township 49 South, Range 41 East; and Sections 2 and 3, Township 50 South, Range 41 East;

THENCE Southerly along the West line of said Section 2, South 02° 08' 10" East, 92.53 feet to the centerline of the right-of-way of Central and Southern Florida Flood Control District canal #C-12;

THENCE Easterly along the centerline of said canal #C-12, North 89° 25' 38" East, 2641.91 feet to an intersection with the East line of the Northwest quarter of Section 2, Township 50 South, Range 41 East;

THENCE Northerly along the East line of the Northwest quarter of Section 2, Township 50 South, Range 41 East, North 02° 07' 11" West, 92.53 feet to the North line of said Section 2;

THENCE Northerly along the East line of the West one-half of Section 35, Township 49 South, Range 41 East, North 01° 23' 15" West, 5282.58 feet to the Northeast corner of the Northwest quarter of said Section 35;

THENCE Westerly along the North line of said Section 35, Township 49 South, Range 41 East, South 89° 28' 55" West, 1320.84 feet to the East line of the Southwest quarter of the Southwest quarter of Section 26, Township 49 South, Range 41 East;

THENCE Northerly along the East line of the West one-half of the Southwest quarter and the East line of the West one-half of the Northwest quarter of said Section 26, North 01° 29' 23" West, 5289.50 feet to the Northeast corner of the Northwest quarter of the Northwest quarter of said Section 26, Township 49 South, Range 41 East;

THENCE Westerly along the North line of said Northwest quarter of the Northwest quarter of Section 26, South 89° 30' 16" West, 1321.19 feet to the common section corner of Sections 26 and 27, Township 49 South, Range 41 East;

THENCE continue Westerly along the North line of Section 27, Township 49 South, Range 41 East, South 89° 32' 51" West, 5278.81 feet to the common section corner of Sections 21, 22, 27 and 28, Township 49 South, Range 41 East;

THENCE Northerly along the East line of Section 21, Township 49 South, Range 41 East, North 01° 24' 14" West[,] 5271.77 feet to the North line of Section 21, Township 49 South, Range 41 East;

THENCE Westerly along the North line of said Section 21, Township 49 South, Range 41 East, South 89° 27' 00" West, 5281.56 feet to the common section corner of Sections 16, 17, 20 and 21, Township 49 South, Range 41 East;

THENCE Northerly along the East line of the Southeast one-quarter of Section 17, Township 49, South, Range 41 East, North 01° 28' 37" West, 2654.20 feet to the Northeast corner of said Southeast one-quarter of Section 17;

THENCE Northerly along the East line of the Northeast one-quarter of said Section 17, North 01° 28' 39" West, 2654.07 feet to the common section corner of Sections 8, 9, 16 and 17, Township 49 South, Range 41 East;

THENCE Westerly along the North line of Section 17, Township 49 South, Range 41 East, South 89° 36' 02" West, 5280.38 feet to the common section corner of Sections 7, 8, 17 and 18, Township 49 South, Range 41 East;

THENCE Westerly along the North line of the Northeast one-quarter of said Section 18, South 89° 06' 50" West, 2189.24 feet to the Northwest corner of said Northeast one-quarter;

THENCE Westerly along the North line of the Northwest quarter of said Section 18, South 89° 07' 00" West 2189.05 feet to the West line of Section 18, Township 49 South, Range 41 East;

THENCE Southerly along the West line of said Section 18, Township 49 South, Range 41 East, South 00° 04' 25" East, 1565.76 feet to the Northeast corner of Section 13, Township 49 South, Range 40 East;

THENCE Southwesterly along the South edge of the L-35A Levee, South 44° 50' 24" West, (said bearing as shown on the Right-of-Way maps for the Sawgrass/Deerfield Expressway recorded in Miscellaneous Plat Book 11, Page 37 of the Public Records of Broward County) through Sections 13, 24, 23, 26, 27, 34 and 33, Township 49 South, Range 40 East, and through Sections 4 and 5, Township 50 South, Range 40 East, 31,521.45 feet to a point on the North line of the North New River Canal;

THENCE Southeasterly along the North line of said North New River Canal, South 75° 22' 49" East, 1075.09 feet to a point on the West line of the East 100.00 feet of Section 5, Township 50 South, Range 40 East;

THENCE Southerly along said West line of the East 100.00 feet of Section 5, South 00° 03' 06" East, 3859.60 feet to the intersection with the Northerly extension of the West line of the East 100.00 feet of Section 8, Township 50 South, Range 40 East;

THENCE Southerly along said West line, South 00° 07' 42" East, 3292.70 feet to the Northwest corner of PARK OF COMMERCE ADDITION NO. 1 according to the plat thereof as recorded in Plat Book 134, Page 47 of the Public Records of Broward County, Florida;

THENCE North 71° 43' 04" East[,] along the North line of said PARK OF COMMERCE ADDITION NO. 1, a distance of 26.50 feet;

THENCE South 58° 50' 38" East, along said North line, 39.08 feet;

THENCE South 29° 29' 10" East, along said North line, 29.42 feet to the Northeast corner of said PARK OF COMMERCE ADDITION NO. 1;

THENCE South 00° 07' 42" East, along the East line of said PARK OF COMMERCE ADDITION NO. 1, a distance of 965.21 feet;

THENCE South 08° 33' 18" West, along said East line, 483.54 feet to a point on said West line of the East 100.00 feet of Section 8;

THENCE South 00° 07' 42" East, along said West line, 500.00 feet to the South line of said Section 8;

THENCE Easterly along said South line of Section 8, North 89° 43' 43" East, 100.00 feet to the common Section corner of Sections 8, 9, 16 and 17, Township 50 South, Range 40 East;

THENCE Northerly along the West line of said Section 9, North 00° 07' 42" West, 15.00 feet;

THENCE Easterly along a line parallel with and 15.00 feet North of the South line of said Section 9, North 89° 46' 02" East, 5277.90 feet to a point on the East line of said Section 9;

THENCE Northerly along said East line of Section 9, North 00° 21' 21" West, 4590.39 feet.

THENCE Westerly along the Easterly extension of the South line of Tract 2 in said Section 9, "Florida Fruit Lands Company's Subdivision No. 1" according to the plat thereof as recorded in Plat Book 2, Page 17 of the Public Records of Dade County, Florida, and along said South line of Tract 2, South 89° 51' 44" West, 1314.91 feet to the Southwest corner of said Tract 2;

THENCE Northerly along the West line of said Tract 2 and the West line of Tract 1 in said Section 9 of said "Florida Fruit Lands Company's Subdivision No. 1," and the Northerly extension thereof, North 00° 17' 56" West, 658.22 feet to a point on the North line of said Section 9;

THENCE Easterly along said North line, North 89° 52' 33" East, 1314.26 feet to the common section corner of Sections 3, 4, 9 and 10 of said Township 50 South, Range 40 East;

THENCE Northerly along the East line of said Section 4, North 00° 11' 50" East, 2448.07 feet to a point on the North line of the North New River Canal;

THENCE Southeasterly along said North line, South 75° 22' 59" East, 5473.31 feet to the East line of Section 3, Township 50 South, Range 40 East;

THENCE Northerly along said East line of Section 3, Township 50 South, Range 40 East, North 00° 04' 34" West, 4242.83 feet to the common section corner of Sections 2 and 3, Township 50 South, Range 40 East and Sections 34 and 35, Township 49 South, Range 40 East;

THENCE Easterly along the South line of the Southwest one-quarter of Section 35, Township 49 South, Range 40 East, North 89° 55' 43" East, 2639.02 feet to the Southeast corner of said Southwest one-quarter;

THENCE Easterly along the South line of the Southeast one-quarter of said Section 35, being the north line of the Northeast one-quarter of Section 2, Township 50 South, Range 40 East, North 89° 56' 37" East, 205.95 feet;

THENCE through said Section 2, South 00° 04' 35" East, 53.00 feet to the Northwest corner of "THE COURTYARDS," according to the plat thereof, as recorded in Plat Book 109, Page 3 of the Public Records of Broward County;

THENCE along the West and South boundary of said plat, the following courses:

THENCE South 00° 04' 35" East, 785.69 feet to a point on the arc of a curve concave to the Southeast (radius point bears South 15° 04' 40" East from said point) having a radius of 917.47 feet;

THENCE Northeasterly along the arc of said curve, through a central angle of $07^{\circ} 46' 25''$, a distance of 124.48 feet to the Point of Reverse Curvature (P.R.C.) of a curve concave to the Northwest, having a radius of 254.53 feet;

THENCE Northeasterly along the arc of said curve, through a central angle of $56^{\circ} 38' 05''$, a distance of 251.59 feet;

THENCE tangent to said curve, North $26^{\circ} 03' 40''$ East, 154.41 feet to the Point of Curvature of a curve concave to the Southeast and having a radius of 307.11 feet;

THENCE Northeasterly along the arc of said curve through a central angle of $69^{\circ} 45' 00''$, a distance of 373.87 feet;

THENCE tangent to said curve, South $84^{\circ} 11' 20''$ East, 669.67 feet to the Point of Curvature of a curve concave to the Southwest and having a radius of 364.33 feet;

THENCE Southeasterly along the arc of said curve, through a central angle of $58^{\circ} 50' 00''$, a distance of 374.11 feet to the P.R.C. of a curve concave to the Northeast and having a radius of 346.06 feet;

THENCE Southeasterly along the arc of said curve, through a central angle of $33^{\circ} 54' 23''$, a distance of 204.79 feet to the P.R.C. of a curve concave to the Southwest and having a radius of 480.00 feet;

THENCE Southeasterly along the arc of said curve through a central angle of $65^{\circ} 48' 34''$, a distance of 551.32 feet to the P.R.C. of a curve concave to the East and having a radius of 522.00 feet;

THENCE Southerly along the arc of said curve through a central angle of $24^{\circ} 10' 00''$, a distance of 220.17 feet to the P.R.C. of a curve concave to the West and having a radius of 330.00 feet;

THENCE Southerly along the arc of said curve, through a central angle of $37^{\circ} 00' 00''$, a distance of 213.10 feet to the P.R.C. of a curve concave to the East and having a radius of 610.00 feet;

THENCE Southerly along the arc of said curve through a central angle of $37^{\circ} 30' 00''$, a distance of 399.24 feet to the P.R.C. of a curve concave to the West and having a radius of 317.00 feet;

THENCE Southerly along the arc of said curve through a central angle of $41^{\circ} 30' 00''$, a distance of 229.61 feet to the P.R.C. of a curve concave to the East and having a radius of 306.41 feet;

THENCE Southerly along the arc of said curve through a central angle of $47^{\circ} 09' 22''$, a distance of 252.18 feet to the P.R.C. of a curve concave to the Southwest and having a radius of 375.07 feet;

THENCE Southeasterly along the arc of said curve through a central angle of $35^{\circ} 06' 54''$, a distance of 229.87 feet to the P.R.C. of a curve concave to the Southeast and having a radius of 1257.34 feet;

THENCE Southwesterly along the arc of said curve through a central angle of $11^{\circ} 32' 13''$, a distance of 253.18 feet;

THENCE North $89^{\circ} 48' 10''$ East, 358.99 feet to the Southeast corner of said "THE COURTYARDS";

THENCE continue North $89^{\circ} 48' 10''$ East, 60.00 feet to a point on the East line of the Southeast one-quarter of said Section 2, Township 50 South, Range 40 East;

THENCE Northerly along said East line, North $00^{\circ} 11' 03''$ West, 386.59 feet to the Southeast corner of the Northeast quarter of said Section 2;

THENCE Northerly along the East line of said Northeast one-quarter, North $00^{\circ} 11' 50''$ West, 2634.85 feet to the common section corner of Sections 35 and 36, Township 49 South, Range 40 East and Sections 1 and 2, Township 50 South, Range 40 East;

THENCE Northerly along the East line of the Southeast one-quarter of said Section 35, Township 49 South, Range 40 East, North $00^{\circ} 09' 18''$ West 2657.65 feet to the Northeast corner of said Southeast quarter;

THENCE Northerly along the East line of the Northeast one-quarter of said Section 35, North $00^{\circ} 09' 22''$ West, 2657.68 feet to the common section corner of Sections 25, 26, 35 and 36, Township 49 South, Range 40 East;

THENCE continue Northerly along the East line of the Southeast one-quarter of said Section 26, Township 49 South, Range 40 East, North $00^{\circ} 40' 40''$ West, 2720.81 feet to the Northeast corner of said Southeast one-quarter;

THENCE continue Northerly along the East line of the Northeast one-quarter of said Section 26, North $00^{\circ} 39' 56''$ West, 2719.18 feet to the common section corner of Sections 23, 24, 25, and 26, Township 49 South, Range 40 East;

THENCE Easterly along the South line of the Southwest one-quarter of said Section 24, Township 49 South, Range 40 East, South $88^{\circ} 55' 33''$ East, 2667.45 feet to the Southeast corner of said Southwest one-quarter;

THENCE Easterly along the South line of the Southeast quarter of said Section 24, South $88^{\circ} 54' 33''$ East, 2667.49 feet to an intersection with the West line of Section 30, Township 49 South, Range 41 East;

THENCE Southerly along the West line of said Section 30, Township 49 South, Range 41 East, South $00^{\circ} 13' 42''$ East, 3781.27 feet to the Southwest corner of said Section 30, Township 49 South, Range 41 East;

THENCE Easterly along the South line of Section 30, Township 49 South, Range 41 East, North $89^{\circ} 33' 57''$ East, 4752.03 feet to the common section corner of Sections 29 and 30, Township 49 South, Range 41 East;

THENCE Easterly along the South line of Section 29, North $89^{\circ} 28' 02''$ East 5282.19 feet to the common section corner of Sections 28 and 29, Township 49 South, Range 41 East;

THENCE Easterly along the South line of the Southwest one-quarter of said Section 28, North $89^{\circ} 28' 55''$ East, 2641.27 feet to the Southeast corner of said Southwest one-quarter;

THENCE Easterly along the South line of the Southeast one-quarter of said Section 28, North $89^{\circ} 28' 54''$ East, 2641.26 feet to the common section corner of Sections 27 and 28, Township 49 South, Range 41 East;

THENCE Easterly along the South line of the Southwest one-quarter of said Section 27, North $89^{\circ} 29' 29''$ East, 2641.03 feet to the Southeast corner of said Southwest one-quarter;

THENCE Easterly along the South line of the Southeast one-quarter of said Section 27, North 89° 29' 27" East, 2641.03 feet to the common section corner of Sections 26, 27, 34 and 35, Township 49 South, Range 41 East;

THENCE Southerly along the West line of the Northwest one-quarter of said Section 35, Township 49 South, Range 41 East, South 01° 23' 03" East, 2642.55 feet to the Southwest corner of said Northwest one-quarter;

THENCE Southerly along the West line of the Southwest one-quarter of said Section 35, South 01° 23' 05" East, 2642.55 feet to the POINT OF BEGINNING.

LESS AND EXCEPT:

Lot 8, Block A; Lots 3 and 4, Block B; Lot 28, Block D; Lot 11, Block E; Lot 2, Block H, NEW RIVER ESTATES SECTION ONE, according to the plat thereof as recorded in Plat Book 103, Page 28 of the Public Records of Broward County, Florida;

All of said lands situate, lying and being in Broward County, Florida and containing 11,592.87 acres more or less.

EXHIBIT 3

HOMES RECEIVING SERVICE IN BROWARD COUNTY

- 641 SW 158th Terrace
- 620 SW 159th Terrace
- 15910 N Wind Circle
- 15931 N Wind Circle

EXHIBIT 4

Monthly Rates for Residential Collection Services

Monthly Rates for Collection of Solid Waste

Residential Class I Customers = \$ _____ per Dwelling Unit

Residential Class II Customers = \$ _____ per Dwelling Unit

Monthly Rates for Collection of Source Separated Recyclable Materials

Residential Class I Customers = \$ _____ per eligible Dwelling Unit

Residential Class II Customers = \$ _____ per eligible Dwelling Unit

Notes:

1. The Rates for Residential Collection Services do not include Tipping Fees or Franchise Fees.
2. On October 1, 2017, and annually thereafter, the Rates for the Collection of Solid Waste and the Rates for the Collection of Source Separated Recyclable Materials may be adjusted in accordance with Section 38.3 of the Agreement, based on changes in the Consumer Price Index (CPI).
3. If the residents of a Multi-Family Dwelling use a Mechanical Container and they wish to receive Collection Service three (3) times each week for Solid Waste, the Rate for such service shall be one and one-half (1.5) times the Rate that Class I Customers pay for Collection Service that is provided two (2) times per week, multiplied by the number of Dwelling Units serviced by the Mechanical Container.

EXHIBIT 5

Rates for Commercial Collection Service

A. Rates for Collection of Non-compacted (Loose) Solid Waste in Containers

Frequency of Collection with Garbage Carts (96 gallons) (Pick-ups Per Week)		
No. of Garbage Carts	1	2
1		
2		
3		

Frequency of Collection with Mechanical Containers (Pick-ups Per Week)							
Size of Mechanical Container (Cubic Yards)	1	2	3	4	5	6	7
1							
2							
3							
4							
6							
8							

Proposed Rates for Commercial Collection Service (continued)

B. Rates for Collection of Compacted Solid Waste in Mechanical Containers

Frequency of Collection with Mechanical Containers (Pick-ups Per Week)							
Size of Mechanical Container (Cubic Yards)	1	2	3	4	5	6	7
1							
2							
3							
4							
6							
8							

C. Rates for Collection of Roll-Off Containers Attached to Compactors

Collection Charge per Pull \$ _____

D. Rates for Collection of Roll-Off Containers Used for Construction & Demolition Waste

Collection Charge per Pull \$ _____

Container Rental Charge \$125.00 per month

E. Rates for Collection from Trash Receptacles

Collection of Garbage and Rubbish from a Trash Receptacle = \$ _____ per trash receptacle per Operating Month.

F. Rates for Roll-Off Containers Used by City (Additional Pulls)

Collection Charge per Pull \$180.00

G. Rate for Collection of Bulky Waste with Clamshell Vehicle

Collection Charge \$ _____ per cubic yard

Rates for Commercial Collection Service (continued)

Notes:

1. The Rates for Commercial Collection Services do not include Tipping Fees or Franchise Fees.
2. Beginning on October 1, 2017, and annually thereafter, the Rates for Commercial Collection Service may be adjusted in accordance with Section 38.3 of the Agreement, based on changes in the Consumer Price Index (CPI).
3. The Rates for Roll-Off Containers attached to Compactors shall be paid by Commercial Customers that use Roll-Off Collection Service, instead of dumpster service, and are not otherwise charged for service based on the Rates for Residential Collection Service.
4. The Rate for Collection from trash receptacles may be charged pursuant to Section 36.3 of the Agreement.
5. The Container Rental Charge for Construction and Demolition Waste may be collected if the Roll-Off Container is not picked up for Collection for four (4) consecutive weeks.
6. The Collection Charge and the Container Rental Charge for Roll-Off Containers used for the Collection of Construction and Demolition Waste also may be collected if a Roll-Off Container is used on a temporary basis or in a manner approved by the Administrator for the Collection of materials other than Construction and Demolition Waste.
7. The Rates for Roll-Off Containers used by the City shall be paid only when the Contractor provides additional Collection Service in compliance with the requirements in Section 36.5 of the Agreement.

EXHIBIT 6

Rates for Special Collection Services

Rolling out Mechanical Container (and returning it to original location)	No Charge
Opening (and closing) doors or gates	No Charge
Locks	No Charge
Unlocking and locking	No Charge
Supplying (and retrofitting) locking mechanism	No Charge
Adding wheels to or changing wheels on Mechanical Container	No Charge
Adding lids to or changing lids	No Charge
Moving container or Roll-Off location per Customer request	No Charge
Changing container size	No Charge
Special Collection Service (e.g., unscheduled collections) for Solid Waste, including Bulky Waste	The Rate in Exhibit 5 for comparable Commercial Collection Service
Disposal of hazardous waste in Collection Container	Actual cost, but subject to Administrator's approval
Purchase and assembly of a New Garbage Cart or Recycling Cart pursuant to Section 39.13 of the Agreement	\$50
Delivery of a purchased Garbage Cart or Recycling Cart, pursuant to Section 39.13 of the Agreement	\$25
Back Door Service for Residential Curbside Customers	No Charge

Notes:

1. The Rates for Special Collection Services will not be adjusted for changes in the CPI, as provided in Section 38.3.9 of the Agreement.

EXHIBIT 7

PARENT CORPORATION GUARANTEE

THIS GUARANTEE ("Guarantee") is made as of the ____ day of _____, 2016, by Republic Services, Inc., a Delaware corporation (the "Guarantor"), to and for the benefit of the City of Sunrise, Florida (the "City") (each capitalized term used and not defined herein shall have the meaning ascribed to such term in the Agreement).

WITNESSETH:

WHEREAS, Republic Services of Florida, Limited Partnership (the "Contractor"), a Delaware limited partnership and a wholly-owned subsidiary of the Guarantor, is entering into an "Exclusive Franchise Agreement ("Agreement") with the City;

WHEREAS, the Guarantor is willing to guarantee the performance of the Contractor under the Agreement, pursuant to the terms of this Guarantee; and

WHEREAS, the execution of this Guarantee is a condition precedent to the execution by the Contractor and the City of the Agreement, and the City would not enter into the Agreement unless the Guarantor provided this Guarantee;

NOW, THEREFORE, as an inducement to the City to enter into the Agreement, the Guarantor agrees as follows:

1. The Guarantor hereby irrevocably, absolutely and unconditionally guarantees the full, prompt and timely performance and discharge of all of the duties, obligations, covenants and agreements of the Contractor pursuant to and in accordance with the terms and provisions of the Agreement, including but not limited to, the full, prompt and timely payment when due of all sums and amounts payable by the Contractor, including without limitation, the payment of any and all fines, damages, indemnification obligations, costs, and expenses, including without limitation, reasonable fees and expenses of attorneys (collectively, the "Obligations").

2. All Obligations of the Guarantor under this Guarantee shall be irrevocable, absolute, unconditional and continuing, and shall remain in full force and effect until all of the Obligations now existing or hereafter incurred shall have been performed, discharged and paid in full in accordance with the terms of the Agreement. The Obligations of the Guarantor under this Guarantee shall not be released, discharged, affected, modified or impaired by reason of the happening from time to time of any event or circumstance, including, without limitation, any one or more of the following:

(i) the compromise, settlement, release, discharge or termination of any or all of the Obligations, by operation of law or otherwise, except by payment and performance in full of the Obligations pursuant to the terms of the Agreement;

(ii) the failure of the City to give notice to the Contractor or the Guarantor of the occurrence of any Event of Default under the Agreement;

(iii) the waiver of the payment, performance or observance by the City of any of the Obligations;

(iv) the extension of the time (whether one or more) for payment or performance of the Obligations, or the extension or the renewal of any thereof;

(v) the invalidity or unenforceability of any term or provision of the Agreement based on the lack of authority, insolvency, bankruptcy or reorganization of the Contractor;

(vi) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all of the assets, marshaling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, arrangement, composition with creditors or readjustment of, or other similar proceedings affecting the Contractor, or its assets, or the Guarantor, or its assets, or any allegation of invalidity or contest of the validity of this Guarantee in any such proceedings;

(vii) the default or failure of the Guarantor to fully perform any of its obligations set forth in this Guarantee, or the occurrence of any events of default under the Agreement;

(viii) the failure of any agreement, instrument, certificate, or other document to be executed or delivered in connection with the Agreement; or

(ix) any assignment, amendment, modification, or waiver of, or change in any of the terms, covenants, conditions or provisions of any of the Obligations or the Agreement, or the invalidity or unenforceability of any of the foregoing.

3. This Guarantee shall be construed in accordance with and governed by the laws of the State of Florida, without giving effect to any choice or conflict of law provisions or rules (whether of the State of Florida or any other jurisdiction).

4. Subject to the provisions of Section 7 hereof, this Guarantee shall be binding upon and enforceable against the Guarantor, its successors, or permitted assigns and legal representatives (including any successor by merger or consolidation or any transferee of all or substantially all of the properties or capital stock of the Guarantor), whether or not the Guarantor's obligations hereunder are expressly assumed by such successor, assignee, or transferee, and is for the benefit of the City and any of its successors and assigns under the Agreement.

5. Each and every event of default under the Agreement shall give rise to a separate cause of action hereunder, and separate claims may be brought hereunder by the City as each cause of action arises. The Guarantor waives to the greatest extent permitted by law: notice of acceptance hereof; presentment and protest of any instrument, and notice thereof; notice of default; notice of foreclosure; notice of any modification, release or other alteration of any of the

Obligations or of any security therefor and all other notices to which the Guarantor might otherwise be entitled. Should the Contractor default in the payment or performance of any of the Obligations, the obligations of the Guarantor hereunder with respect to such Obligations in default shall become immediately due and payable to the City without demand or notice of any nature, all of which are expressly waived by the Guarantor. Payments by the Guarantor hereunder may be required by the City on any number of occasions.

6. No failure, omission or delay by the City in exercising any right, power or privilege hereunder or under the Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other right, power or privilege of the City. No waiver, amendment, release or modification of this Guarantee shall be established by conduct, custom or course of dealing, but solely by an instrument in writing duly executed by the party against whom any such waiver, amendment, release or modification is sought to be enforced.

7. The Guarantor shall not assign its obligation hereunder nor substitute any Person in place of itself hereunder without first obtaining the express prior written consent of the City, which consent may be withheld by the City in its sole and absolute discretion. Any attempted assignment in violation of this Guarantee shall be null and void.

8. The obligations of the Guarantor to the City set forth in this Guarantee are direct, absolute and unconditional without regard to the liability of any other Person; and shall not be subject to any requirement that the City first enforce any remedies it may have against the Contractor or any other Person, or any requirement to seek to recover from the Contractor hereunder before proceeding against the Guarantor hereunder, and shall not be subject to any claim of the Guarantor against any other Person including the City. No setoff, counterclaim, reduction, or diminution of any obligation, or any other defense of any kind of nature (excepting payment or performance in fact and any other defenses the Contractor has under the Agreement) which the Contractor or the Guarantor has or may have against the City shall limit or in any way affect the Guarantor's obligations under this Guarantee.

9. Each of the Guarantor and the City irrevocably (i) consents that any action or proceeding against it under, arising out of or in any manner relating to this Guarantee shall be brought in the state or federal courts in and for Broward County, Florida, and consents to the exclusive jurisdiction of such courts; (ii) assents and submits to the personal jurisdiction of any such court in any such action or proceeding; (iii) consents to the service of summons, notice, or other process relating to any such action or proceeding by delivery thereof by hand or by mail in the manner provided for in Section 13 of this Guarantee and consents that it may be served with any process or paper by registered mail or by personal service within or without the State of Florida, in accordance with applicable laws; (iv) waives any objection, claim or defense which it may have at any time to the laying of venue of any such action or proceeding in any such court; (v) waives any claim that any such action or proceeding brought in any such court has been brought in an inconvenient forum; (vi) waives the right to object, with respect to any such action or proceeding brought in any such court, that such court does not have jurisdiction over such party; and (vii) permanently, voluntarily, and with the advice of counsel, waives any rights it may have to a jury trial concerning any dispute involving or arising out of the Agreement or this Guarantee.

10. Upon payment by the Guarantor of any sum to the City hereunder, all rights of the Guarantor against the Contractor arising as a result thereof by way of right of subrogation or otherwise shall in all respects be subordinate, junior in right of payment to, and not exercisable until, the prior indefeasible payment and performance in full of all Obligations.

11. This Guarantee may be executed in multiple counterparts, including by way of facsimile or other electronic transmission (i.e., pdf), each of which shall be deemed an original, but all of which taken together shall constitute one instrument. If any provision of this Guarantee is determined to be unenforceable, the City and the Guarantor hereby agree that such provision may be reformed so that it is enforceable to the maximum extent permitted by applicable laws. In the event that any provision of this Guarantee cannot be reformed, such provision shall be deemed to be severed from this Guarantee, but every other provision of this Guarantee shall remain in full force and effect. This Guarantee is entered into by Guarantor solely and exclusively for the benefit of the City and may be enforced against Guarantor by the City and any of its successors and assigns. This Guarantee contains the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all prior agreements, representations and understandings of the Parties with respect to the subject matter herein.

12. The Guarantor hereby expressly waives notice from the City of its acceptance of and reliance upon this Guarantee, and of any future creation, renewal or accrual of any of the Obligations.

13. All notices hereunder shall be in writing and shall be sufficiently given for all purposes hereunder if properly addressed and delivered personally by documented overnight delivery service, by certified or registered mail, return receipt requested, or by facsimile or other electronic transmission service at the address or facsimile number, as the case may be, set forth below. Any notice given personally or by documented overnight delivery service is effective upon receipt. Any notice given by registered mail is effective upon receipt, to the extent such receipt is confirmed by return receipt. Any notice given by facsimile transmission or other electronic transmission service is effective upon receipt, to the extent that receipt is confirmed, either verbally or in writing by the recipient. Any notice which is refused, unclaimed or undeliverable because of an act or omission of the party to be notified, if such notice was correctly addressed to the party to be notified, shall be deemed communicated as of the first date that said notice was refused, unclaimed or deemed undeliverable by the postal authorities, or overnight delivery service.

If to the City:

City Manager
City of Sunrise
10770 West Oakland Park Boulevard
Sunrise, Florida 33351
Telephone: 954/746-3440
Facsimile: 954/746-3439

Copy to: City Attorney
City of Sunrise
10770 West Oakland Park Boulevard
Sunrise, Florida 33351
Telephone: (954) 746-3300
Facsimile: (954) 746-3307

If to the Guarantor: General Counsel
Republic Services, Inc.
18500 North Allied Way
Phoenix, Arizona 85054
Telephone: _____
Facsimile: _____

Copy to: _____

Telephone: _____
Facsimile: _____

Changes in the respective addresses to which such notices shall be sent may be made from time to time by either party by notice given to the other party in accordance with this Guarantee.

14. Any termination of this Guarantee shall be applicable only to transactions having their inception after the effective date of such termination and shall not affect rights and obligations arising out of transactions having their inception prior to such date.

IN WITNESS WHEREOF, the Guarantor has executed this instrument the day and year first above written.

ATTEST: **REPUBLIC SERVICES, INC.** (Guarantor)

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

[Seal]

Witnesses:

Signature

Print or Type Name

Date

Signature

Print or Type Name

Date

EXHIBIT 8

PERFORMANCE BOND

CONTRACTOR (name, principal place of business, and phone number):

Republic Services of Florida, Limited Partnership
751 NW 31st Avenue
Lauderhill, Florida 33111

Telephone: 954/583-1830
Facsimile: 954/584-1453

SURETY (name, principal place of business, and phone number):

CITY:

City Manager
City of Sunrise
10770 West Oakland Park Blvd.
Sunrise, Florida 33351
Telephone: 954/746-3440
Facsimile: 954/746-3439

BOND No.

Date: _____
Amount: Two Million and 00/100 Dollars (\$2,000,000.00)

KNOW ALL MEN BY THESE PRESENTS that we, Republic Services of Florida, Limited Partnership (hereinafter "CONTRACTOR"), as Principal, and _____, hereinafter "SURETY"), as Surety, are held and firmly bound unto the City of Sunrise, Florida (hereinafter "CITY"), as Obligee, in the amount of Two Million and 00/100 Dollars (\$2,000,000.00), for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, Directors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the SURETY states that it has read all of the "Exclusive Franchise Agreement" (hereinafter "Agreement") that is attached hereto and incorporated herein by reference, and SURETY has carefully considered the CONTRACTOR's obligations and duties under the Agreement, including but not limited to the provisions of Sections 47 ("Breach and Termination of Agreement") and 51 ("Damages and Indemnification"); and

WHEREAS, the CITY's issuance of an exclusive franchise to the CONTRACTOR, and the CITY's execution of the Agreement with the CONTRACTOR, are contingent upon the execution of this bond (hereinafter "BOND") and these presents.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, if the CONTRACTOR shall in all respects promptly and faithfully perform and comply with all of the terms and conditions of the Agreement, and CONTRACTOR's obligations thereunder, then this obligation shall be void; otherwise, the BOND shall remain in full force and effect, in accordance with the Agreement and the following terms and conditions:

1. The SURETY, for value received, as hereby acknowledged, stipulates and agrees that no change, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the requirements for the same shall in any way affect the SURETY's obligations on the BOND, and SURETY does hereby waive notice of any change, alteration, or addition to the terms of the Agreement or to the work.

2. The SURETY, for value received, as hereby acknowledged, further stipulates and agrees that it will pay the CITY all losses, damages, expenses, costs, liquidated damages, and attorneys' fees, including fees incurred in appellate proceedings, the CITY sustains because of a default by the CONTRACTOR under the Agreement, up to the maximum amount of the BOND.

3. The fact that the CITY may extend the time within which the CONTRACTOR may perform its obligations shall not release the SURETY from its obligations under this BOND, whether such extension is made after notice to the SURETY or not, and the SURETY hereby consents that the CITY may extend the time for the CONTRACTOR's performance, without providing notice to the SURETY.

4. In the event that the CONTRACTOR defaults in the performance of any of the terms, covenants, or conditions of the Agreement, the CITY shall promptly give notice of such default to the SURETY in writing by certified mail, return receipt requested, addressed to the SURETY at its principal place of business, as identified above.

5. In the event that the CONTRACTOR defaults in the performance of any of the terms, covenants, or conditions of the Agreement, the SURETY shall have the right to complete the work or performance on behalf of the CONTRACTOR, and for that purpose shall have all of the rights of the CONTRACTOR under the Agreement for the completion of performance.

6. In the event that the CONTRACTOR defaults in the performance of any of the terms, covenants, or conditions of the Agreement, the SURETY shall remedy the default or otherwise satisfy its obligations under this BOND.

7. In the event there is a failure to perform the conditions of this obligation, the CITY may bring any and all actions, suits, or proceedings, or otherwise take such steps as it deems appropriate, to enforce the obligation of the SURETY, and the CITY may do so without joining the CONTRACTOR in any such actions, suits, or proceedings. Thereafter, whether judgment is obtained against the SURETY or not, successive actions can be brought against the CONTRACTOR, and this BOND shall remain a continuing obligation on the part of the SURETY and the CONTRACTOR until the conditions of this BOND have been fully performed, including the resolution of third party lawsuits.

8. It is understood and agreed that the obligation of the CONTRACTOR under this BOND continues from day to day until paid, and a new cause of action arises thereon daily with the result that the

statute of limitations of the State of Florida does not run against the entire claim. The obligation of the SURETY under this BOND, therefore, continues in this manner, and no action, suit, or proceeding against the CONTRACTOR or the SURETY hereunder shall be barred, except under such conditions as would bar it under the said statute of limitations.

9. Any proceeding, legal or equitable, under this BOND shall be instituted only in a state or federal court of competent jurisdiction in Broward County, Florida, and shall be instituted within the statute of limitations after the CONTRACTOR's default or within the statute of limitations after the SURETY refuses or fails to perform its obligations under this BOND, whichever occurs later. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the State of Florida shall be applicable.

10. Notices to the SURETY, the CITY, and the CONTRACTOR shall be mailed or delivered to the addresses shown above.

11. The SURETY represents and warrants to the CITY that it has a rating of "A" or better as to management and "FSC X" or better as to strength by Best's Insurance Guide or Surety; (b) it is listed on the U.S. Treasury Department's list of acceptable sureties for federal bonds; (c) it has been in business continuously for at least five years; and (d) it will not cancel or alter this BOND without providing at least 30 days advance notice to the CITY.

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Witnesses:

Signature

Signature

Printed Name

Printed Name

Signature

Signature

Printed Name

Printed Name

FLORIDA RESIDENT AGENT FOR SURETY

Print Name

Address

Phone

Fax

NOTE: Power of attorney and certification of authority for issuance and current status thereof for Attorney-in-Fact and for Surety Company must be attached. Proof that Surety is licensed to transact business in the State of Florida must be submitted with this Bond.

EXHIBIT 9

LIST OF RECYCABLE MATERIALS

Steel and Tin Cans

Includes steel, tin and aerosol cans, bi-metal containers, and lids composed primarily of whole iron or steel. Paper labels are acceptable. Aerosol cans containing household Hazardous Material are not acceptable.

Aluminum

Includes aluminum beverage containers, food trays without food residue, sheets and flexible containers.

Glass

Clear (flint), brown (amber) and green food and beverage jars and bottles. Paper labels on glass containers are acceptable. Metal lids should be removed and included.

PET Plastics (SPI code No. 1)

Examples include but are not limited to: Plastic soft drink, water, sports drink, beer, mouthwash, catsup and salad dressing bottles. Peanut butter, pickle, jelly and jam jars. Ovenable prepared food trays.

HDPE Plastics (SPI code No. 2)

Examples include but are not limited to: Milk, water, juice, cosmetic, shampoo, dish and laundry detergent bottles, yogurt and margarine tubs, grocery, trash and retail bags. Motor oil bottles are not acceptable.

V Plastics (SPI code No. 3)

Examples include but are not limited to: PVC products such as clear food and non-food packaging.

LDPE Plastics (SPI code No. 4)

Examples include but are not limited to: Dry cleaning, bread and frozen food bags, squeezable bottles (e.g., honey, mustard).

PP Plastics (SPI code No. 5)

Examples include but are not limited to: Catsup bottles, yogurt containers, margarine tubs, and medicine bottles.

PS Plastics (SPI code No. 6)

Examples include but are not limited to: Compact disc jackets, food service applications, grocery store meat trays, egg cartons, aspirin bottles, cups, plates, and cutlery.

Other Plastics (SPI Code No. 7)

Examples include but are not limited to: Three and five gallon reusable water bottles, some citrus juice and catsup bottles.

Preparation of plastics, glass and metal containers: Remove organics, other contents and plastic caps, but the inclusion of organics, caps, rings, and labels will not be reason for rejection of Program Recyclables.

Paper Recyclables

Paper Recyclables consist of the following materials, commingled together, except aged, yellowed, or sunburned paper or water saturated paper.

ONP

All loose or bagged newsprint is acceptable, including all paper which is distributed with or as part of general circulation newspapers.

OCC

All loose or bagged old corrugated cardboard containers that are flattened and either cut down or folded to size, no more than 3 feet by 3 feet. Staples and tape with water-soluble glues do not have to be removed. Wax-coated corrugated cardboard is not acceptable.

Paper Bags

All loose or bagged paper sacks. May be used to hold mixed paper.

Chipboard/Fiberboard/Paperboard

All product packaging materials, such as cereal boxes, packaged food boxes, shoe boxes, and small manufactured item packaging.

Telephone Books

Old telephone directories.

Magazines

Old magazines, including small catalogs and similar printed material with glossy pages.

Mixed Paper

Mixed paper, including shredded paper, including but not limited to the following: junk mail; high-grade paper; white and colored ledger; copier paper; office paper; laser printer paper; computer paper, including continuous-formed perforated white bond or green bar paper; book paper; cotton fiber content paper; duplicator paper; form bond; manifold business forms; mimeo paper; note pad paper (no backing); loose leaf fillers; stationery; writing paper; paper envelopes; carbonless (NCR) paper; tabulating cards; facsimile paper; and manila folders.

Paper with metallic, carbon, ammonia or non-soluble glue is not acceptable.

EXHIBIT 10

SPECIFICATIONS FOR GARBAGE CARTS AND RECYCLING CARTS

1. **MINIMUM REQUIREMENTS:** The following specifications describe the minimum acceptable features and performance requirements for the Garbage Carts and Recycling Carts the Contractor will provide under the Agreement.
2. **MANUFACTURING PROCESSES AND MATERIALS:** Each cart shall consist of a body, lid, wheels, axle, and necessary accessories. The plastic resin material and the finished cart must meet the minimum specifications herein.

2.1	MANUFACTURING PROCESS: Each cart body must be manufactured by a rotational or injection molding process.
2.2	PLASTIC MATERIAL: Base plastic resin must be first quality linear polyethylene or high-density polyethylene (HDPE) supplied by a national petrochemical producer. Off-spec material is not acceptable. Contractor must submit technical data sheet(s) from the resin producer.
2.3	RESIN ADDITIVES: All plastic parts shall be specifically prepared to be colorfast so that the plastic material does not alter or fade appreciably in normal use. The plastic resin must be enhanced with color pigment and ultraviolet inhibitor, which must be used at a rate that is no less than 1.5% by weight, and which must be uniformly distributed throughout the finished cart. To ensure thorough distribution of these additives, the resin and additives must be mixed in a molted state using a hot-melt blending process. Contractor must submit a statement certifying that all of the plastic resin and additives will be hot-melt blended.

3. **CART REQUIREMENTS:** The carts must be compatible with standard American semi-automated bar-locking lifters (ANSI type B) as well as automated arm lifters (ANSI type G) and function as follows:

3.1	ANSI CONFORMANCE: Carts must meet the requirements of ANSI Z245.30-2008 and ANSI Z245.60-2008 standards for "Type B/G" carts. Contractor must submit independently certified copies of all ANSI test results. Test results must state the load (in pounds) under which the tests were conducted. The load under which the tests were conducted must be the same as the load rating stated in the cart manufacturer's sales literature and specifications. The ANSI Appendix D test for "Loading and Unloading Test for Carts" must clearly state that the required 520 dump cycles under the cart's full rated load were performed on both a Semi-Automated Cart Lifter <u>and</u> a Fully Automated Grabber Arm.
3.2	LOAD RATING: Carts must be designed to regularly receive and dump the following amount of waste material, excluding the weight of the cart, without permanent damage or deformation. The load rating must conform with ANSI Standard Z245.30-2008.

	<p>64 Gallon – 224 pounds</p> <p>96 Gallon – 330 pounds</p> <p>Contractor must submit a normal printed color sales brochure which shows the exact products being proposed and the corresponding load ratings. Contractor must mark the location of the load ratings on the brochure with bold red arrows so as to aim directly at the load ratings. The load rating in the sales literature must match the specifications and ANSI certification submitted by the Contractor, and the load rating permanently marked on the cart.</p>
3.3	<p>RESIN WEIGHT: The carts must be manufactured to achieve a minimum resin weight as follows:</p> <p>64 Gallon – 23 pounds minimum</p> <p>96 Gallon – 34.1 pounds minimum</p>
3.4	<p>CAPACITY: The total capacity (volume) of the carts, excluding the lid, must be 64 U.S. gallons (+/-3%) and 96 U.S. gallons (+/- 3%), respectively. Contractor must include independent test results according to ANSI Z245.30, Appendix A (Volume Test), certified by an accredited professional engineer, showing the exact capacity of the cart body (to the nearest 0.1 U.S. gallon), for each size.</p>
3.5	<p>DIMENSIONS: The exterior dimensions of the completely assembled carts shall be approximately as follows:</p> <p>64 Gallon –</p> <p>Height: 40.25”</p> <p>Depth: 28.0”</p> <p>Width: 26.50”</p> <p>96 Gallon –</p> <p>Height: 45.13”</p> <p>Depth: 33.73”</p> <p>Width: 28.17”</p>
3.6	<p>WALL THICKNESS: The carts must have a minimum nominal wall thickness of 0.154” throughout the body of the cart, and a minimum wall thickness of 0.185” inches in the critical wear points (i.e., the cart bottom, handle, and lift mechanism). The minimum wall thickness of the lid must be 0.14”.</p>
3.7	<p>MANEUVERABILITY: Contractor must state the average tipping force required to maneuver a fully loaded cart when tilted to the roll position. The Contractor must also submit documentation that conforms to ANSI Z-245.60 (Force To Tip) testing that clearly defines the cart’s maximum average tipping force. The results of this testing may not exceed a maximum average of 35 pounds for 64 gallon carts and 50 pounds for 96 gallon carts.</p>

3.8	RIM OF BODY: The upper rim of each cart body must have a closed tubular design or be molded with a reinforced rim for maximum strength during collection. The rim must also include a ledge or other built-in feature that creates a tight seal between the body and lid.
3.9	HANDLES: Each cart must be equipped with a minimum of one handle, with a minimum of 1" diameter. The handle(s) and handle mounts must be an integrally molded part of the cart body. The handles shall be designed to afford the user positive control of the loaded cart at all times. The handles must not have the ability to rotate on their own axis at any time. Handles which are molded as part of the lid are unacceptable. Bolted-on handle mounts or bolted-on handles are unacceptable.
3.10	LID: The lid shall be of one piece construction and manufactured of the same material used in the cart body. The lid shall be configured to ensure that it will not warp, bend, slump, or distort to such an extent that it no longer fits the cart properly or becomes otherwise unserviceable. The lid must be crowned in shape and designed to prevent the entry of rain when in the closed position. The lid must open from a closed position through a full 270° arc. Living hinges and lid counter weights are unacceptable. Lid latches are unacceptable.
3.11	BOTTOM: The bottom of the cart must be impact resistant at all points (four corners and the center) of the base for durability. Screw-on, bolt-on, or pop-on wear guards are unacceptable.
3.12	WHEELS: Wheels for 64 gallon carts shall be a minimum of 10" diameter. Wheels for 96 gallon carts shall be a minimum of 12" diameter and 1.75" wide with rubber treads. All wheels must be capable of supporting a minimum of 200 pounds per wheel.
3.13	AXLE: The axle for 64 gallon and 96 gallon carts shall be a minimum of 3/4" (0.75") diameter. All axles shall be zinc chromate plated or powder coated equivalent, solid high strength steel, and fully supported by the cart body. The axle must slide through two molded-in plastic journals in the cart bottom and must not be exposed to the contents inside of the cart. Each molded-in axle journal must be at least 1" wide. Axles attached by means of bolts or rivets are unacceptable.
3.14	STABILITY: Each cart shall be stable and self-balancing when in the upright position, either loaded or empty. The carts must be designed to withstand winds averaging 25 mph when empty.
3.15	LIFT SYSTEM: Each cart shall be equipped with attachment points which make it compatible with standard American semi-automated bar-locking lifters and fully-automated arm lifters. The upper lift point must be integrally molded into the body of the cart. All lower lift bars must be designed to withstand over ten (10) years of lifter attachment. The lower lift bar on 96 gallon carts shall be at least 1" diameter galvanized steel. The lower bar must be mounted in molded-in plastic bearings or held in place with pre-installed latch/push pins. The lower bar must be factory installed and cannot be attached by means of rivets, screws, bolts, or similar fasteners.
3.16	COLOR: The cart body color shall be green, gray, brown, blue or black. Surface treatments, painted or spray-on finishes, and materials that are not homogenous are not acceptable. Contractor must submit color chips or samples for all colors available. The City will select the colors for the carts.

3.17	INTERIOR CONSTRUCTION: The interior surface of each cart must be smooth and free from crevices, recesses, projections, and other obstructions where material inside the cart could become trapped.
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4. **MARKINGS:** Each cart must be permanently marked with letters/numbers, as follows:

4.1	SERIAL NUMBERS: Each cart must have a serial number hot stamped in white on the body. The serial number shall be preceded by a letter or number code which designates the year of manufacture. Serial numbers shall be in sequence beginning with a number designated by the City. The Contractor will maintain a file that identifies the date of manufacture by the serial number.
4.2	CITY SEAL: The City Seal or logo shall be hot stamped onto both sides of the cart body.
4.3	USER INSTRUCTIONS: Instructions for the safe use of the cart must be molded into each lid. Instructions shall be in both English and Spanish.
4.4	LOAD RATING: The load rating of the cart must be raised-relief molded into the lid. Load rating shall be stated in both pounds and kilograms and in English and Spanish.

5. **IN-MOLD LABEL SPECIFICATIONS:** The in-mold label must comply with the following listed specifications:

5.1	MANUFACTURING PROCESS: The in-mold label shall be permanently molded into the container lid. It should not wear or peel from normal uses. It shall have ultra-violet and other protection from the effects of the sun.
5.2	COLOR AND GRAPHICS: The in-mold label shall be 4-color and contain the City logo including images and language representing materials deemed acceptable for disposal. All proofs for the label shall be submitted to the City for approval and shall have a minimum size of 5" X 12".

6. **RFID & BAR CODE INTEGRATION:** Each Recycling Cart must be produced and shipped with a bar code and an Ultra High Frequency (UHF) Radio Frequency Identification (RFID) tag:

6.1	UHF RFID TAG: A UHF RFID Tag shall be installed into the handle of the cart body at the manufacturing factory.
6.2	RFID & BAR CODE INTEGRATION: All Recycling Carts must be equipped with a UHF RFID tag along with a bar code that has been pre-associated at the manufacturing facility. The RFID tag must be installed within the cart body, with no exposure to the outside elements. The bar code must contain an 8-9 digit serial number that has been branded on the front of the cart. The serial number bar code must be the same number that is used to identify the cart for warranty purposes. Adhesive or sticker RFID tags and/or bar codes will not be acceptable. To avoid interference with the cart contents/materials, RFID tags placed inside of the cart are unacceptable.

6.3	RFID TAG & BAR CODE ASSOCIATION: As noted above, all Recycling Carts must have a UHF RFID tag along with a bar code that has been pre-associated at the manufacturing facility. It is the responsibility of the cart manufacturer to provide a data base for the City of Sunrise that includes the association information. The data base must include each cart's RFID tag, serial number, date of manufacture, cart size and cart type. The Contractor shall maintain this data base for the life of the Agreement and provide additional association information for future cart purchases. The City may at any time request this information and Contractor must provide the information within ten (10) Operating Days of the request.
6.4	RFID INLAY SPECIFICATIONS: At a minimum, the RFID inlay must be Gen2 passive UHF and have an optimal operating frequency of 860 - 960 MHz and have an operating temperature of -40°F to +149°F. The dry inlay must meet ISO/IEC 18000-6C and EPC global C1G2 protocol. The antenna dimensions must not exceed 3.741 in x 0.302 in. with a thickness over chip not to exceed 11 mills. The inlay substrate must be heat treated PET. The inlay must be sandwiched between a minimum of two-0.005" polyester material using a heavy duty P7 permanent adhesive.
6.5	RFID TAG TESTING: The RFID tag must be tested at the manufacturing facility to ensure that it is working properly prior to shipment.

7. DATA INTEGRATION

7.1	The Contractor is responsible for migrating manufacturing data directly from the cart manufacturing facility to the asset management software that shall be provided by the Contractor to the City. The data included in the specified file format from the manufacturer needs to include information on each individual cart, including but not limited to, cart size, color, type, serial number, date of manufacture and plant of manufacture.
7.2	Contractor must provide a complete asset tracking/inventory/work order system and data delivery program that seamlessly integrates with the RFID data capture delivery systems provided by the Contractor for reporting data concerning Collections.

8. WORK ORDER MANAGEMENT AND REPORTING SYSTEM

8.1	WEB BASED ASSET TRACKING SOFTWARE SUBSCRIPTION: Proposer shall provide a web-based software application: <ul style="list-style-type: none"> • available 24/7/365; • requires only a browser and live internet to access; and • handles all aspects of a cart management and collection program, including cart distribution/association to household address, and Collection Service verification tracking.
8.2	COLLECTION DATA MANAGEMENT: The software must integrate with and manage the data downloaded from the RFID truck hardware outlined in these specifications, such as: (a) route number (b) cart RFID value (c) date, time and GPS coordinates of cart collection. This data will be associated with the system database to allow for collection data reporting that is accessible online.

8.3	<p>COLLECTION REPORTS:</p> <p>Contractor shall provide reporting based on the City's needs and reporting criteria. Upon request, the Contractor's reports shall include but not be limited to: participation/set out rates; non-participation; time between stops; and cart movement based on service location. The reports must have the ability of being generated by the software automatically at a specific interval (daily, weekly, monthly, etc) and exported to various file formats, such as PDF and Excel files.</p>
8.4	<p>STANDARD REPORTS:</p> <p>Standard reports shall be provided to the Administrator by customer address, cart size, cart type, date of service, cart serial number. All reports should have the ability to be created on-line using the web based software and exported to various file formats, such as PDF and Excel files .</p>
8.5	<p>CART DATA MANAGEMENT:</p> <p>The Contractor's software must manage the initial cart delivery, any work orders generated and/or completed, and any additional changes made during the course of the program.</p>
8.6	<p>CART INVENTORY REPORTS:</p> <p>The Contractor's software must have the ability to generate reports daily, weekly, or monthly based on cart activity, such as inventory reports, maintenance reports, and work order reports. Reports should be able to be viewed in PDF format or downloadable in an Excel format.</p>
8.7	<p>SOFTWARE FLEXIBILITY:</p> <p>The asset tracking software must act as a stand-alone system and have the ability to enter cart work orders and close out work orders via manual entries online.</p>

9. ASSEMBLY, DISTRIBUTION AND TRACKING SERVICES FOR CARTS

9.1	The Contractor shall be responsible for coordinating the delivery of carts from the manufacturing plant, unloading loads of carts, assembling necessary parts, and distributing the carts to homes throughout the Service Area.
9.2	The Contractor shall unload all delivery trailers. Any damage to the carts during any phase of the delivery, unloading, assembly, distribution, or exchanging shall be the responsibility of the Contractor to replace in kind.
9.3	Carts shall be assembled and placed at the resident's curb.
9.4	Each cart must include a plastic hanger bag that includes a pre-printed brochure describing the safe care and use of the carts for residents.
9.5	The Contractor will record the cart serial number for each and every address where the carts are delivered. The Contractor will keep an electronic file of the address assignments of carts by serial number and present it to the City in an acceptable electronic format upon request. Verification of a specific cart being associated to a specific address is required.

10. CART MAINTENANCE

10.1	The Contractor must use inventory tracking software or other methods that enable the Contractor to maintain an adequate inventory of carts and spare parts at all times. Upon request, the Contractor shall promptly provide the City with up-to-date information concerning the Contractor's inventory.
10.2	Each cart action shall be tracked by the Contractor using the serial number on the cart or other methods that are mutually acceptable to the Parties. The time, date, and location of all cart deliveries, swap-outs (exchanges), repairs, and cart maintenance activities must be recorded and made available for the City's inspection.
10.3	The City may generate a service work order and submit it electronically to the Contractor for processing. Contractor must be able to receive and respond to work orders from the City electronically via e-mail.
10.4	Completions of work orders shall be documented using cart numbers (IDs), household address, date, and time work is completed.
10.5	The Contractor shall repair all carts at the residence. All carts in need of repair shall be equipped with new parts.

11. **WARRANTY:** Contractor must provide the Administrator with a document that clearly states the exact warranty provided to the Contractor by the cart manufacturer. The warranty must be for no less than ten (10) full years and must specifically provide for no-charge replacement of any component parts that fail in materials or workmanship for a period of ten (10) years after delivery to a Customer. The warranty must be transferable to and enforceable by the City. A warranty specimen of the exact warranty offered must be provided to the Administrator before the carts are ordered. The Contractor's warranty is understood to include, whether stated in Contractor's warranty or not, the following coverage:

11.1	Failure of the lid to prevent rain water from entering the cart when in the closed position.
11.2	Damage to the cart body, lid, or any component parts through opening or closing the lid.
11.3	Failure of the lower lift bar from damage during interface with lifters.
11.4	Failure of the body and lid to maintain their original shape.
11.5	Damage or cracking of the cart body through normal operating conditions.
11.6	Failure of the wheels to provide continuous, easy mobility, as originally designed.
11.7	Failure of any part to conform to the minimum standards as specified herein.

EXHIBIT 11

LIST OF CITY PROPERTIES RECEIVING COLLECTION SERVICE

<u>SOLID WASTE</u>						<u>RECYCLING</u>				<u>ROLL-OFF</u>		
<u>FACILITIES</u>	<u>ADDRESS</u>	<u>#</u>	<u>SIZE</u>	<u>CONTAINER</u>	<u>FREQ¹</u>	<u>#</u>	<u>SIZE</u>	<u>CONTAINER</u>	<u>FREQ¹</u>	<u>#</u>	<u>SIZE</u>	<u>FREQ¹</u>
<u>FACILITY MANAGEMENT</u>												
CITY HALL	10770 W. OAKLAND PARK BLVD	1	8 YD	DUMPSTER	1							
RECYCLING DROP-OFF AREA	10770 W. OAKLAND PARK BLVD									1	10 YD (REC)	2
FACILITY MANAGEMENT	10770 W. OAKLAND PARK BLVD	1	6 YD	DUMPSTER	1							
UTILITY ADMIN BUILDING	777 SAWGRASS CORP. PKWY	1	4 YD	DUMPSTER	3	9	96 GAL	CART	2			
<u>LEISURE SERVICES</u>												
CITY PARK/VILLAGE MULTI	6700 SUNSET STRIP	1	8 YD	DUMPSTER	2	1	96 GAL	CART	1			
CIVIC CENTER	10610 WEST OAKLAND PARK BLVD	1	8 YD	DUMPSTER	2	1	2YD	DUMPSTER (REC)	1			
	10610 WEST OAKLAND PARK BLVD	1	4 YD	DUMPSTER	3	4	96 GAL	CART	1			
SENIOR CENTER	10650 WEST OAKLAND PARK BLVD	1	3 YD	DUMPSTER	2	2	96 GAL	CART	1			
CYPRESS PRESERVE	9020 NW 38TH STREET	1	6 YD	DUMPSTER	1	2	96 GAL	CART	1			
FLAMINGO PARK	12855 NW 8TH STREET	1	4 YD	DUMPSTER	1	4	96 GAL	CART	1			
NOB HILL SOCCER	10200 SUNSET STRIP	1	8 YD	DUMPSTER	2	3	96 GAL	CART	1			
OAK HAMMOCK	9220 NW 44TH STREET	1	6 YD	DUMPSTER	4	2	96 GAL	CART	1			
OSCAR WIND	200 NORTH NEW RIVER CIRCLE	1	6 YD	DUMPSTER	1	2	96 GAL	CART	1			
PIPER FIELD	8000 NW 44TH STREET	1	96 GAL	CART	1	1	96 GAL	CART	1			
ROARKE HALL	1720 NW 60TH AVE	1	2 YD	DUMPSTER	1							
ROLLER HOCKEY	5201 NW 103RD AVE.	1	4 YD	DUMPSTER	1							

SAC PARK	11501 NW 44TH STREET	1	8 YD	DUMPSTER	2	4	96 GAL	CART	1			
SAWGRASS SANCTUARY	237 NORTH NEW RIVER CIRCLE	1	4 YD	DUMPSTER	1							
SPRINGTREE GOLF	8150 SPRINGTREE DRIVE	1	8 YD	DUMPSTER	1	2	96 GAL	CART	1	1	20 YD	ON CALL
SUNRISE TENNIS / POOL	9605 WEST OAKLAND PARK BLVD	1	4 YD	DUMPSTER	2	3	96 GAL	CART	1			
WELLEBY PARK	11100 NW 44TH STREET	1	8 YD	DUMPSTER	3	1	96 GAL	CART	1			
VILLAGE BEACH CLUB	6767 NW 24TH STREET	1	4 YD	DUMPSTER	1							
<u>PUBLIC SAFETY COMPLEX</u>												
POLICE/IT	10440 W. OAKLAND PARK BLVD	1	8 YD	DUMPSTER	4	2	96 GAL	CART	1			
FIRE # 72	10490 W. OAKLAND PARK BLVD	1	8 YD	DUMPSTER	1	2	96 GAL	CART	1			
<u>PUBLIC WORKS COMPLEX</u>												
PUBLIC WORKS	10500 NW 55 STREET					2	96 GAL	CART	1			
PUBLIC WORKS	NW 108 AVE & NW 55 ST									2	30 YD	ON CALL
PUBLIC WORKS	NW 108 AVE & NW 55 ST									1	20 YD	ON CALL
LEISURE	5590 NW 108 AVE					1	96 GAL	CART	1			
GARAGE	5580 NW 108 AVE	1	4 YD	DUMPSTER	2	1	4 YD	DUMPSTER (REC)	2			
PUBLIC WORKS	5580 NW 108 AVE					1	96 GAL	CART	1			
<u>FIRE</u>												
FIRE # 59	8330 NW 27 PLACE	1	4 YD	DUMPSTER	2	2	96 GAL	CART	1			
FIRE # 92	13721 NW 21 ST									1	20 YD	ON CALL

<u>GAS DEPARTMENT</u>	4401 NW 103 AVE	1	8 YD	DUMPSTER	1	2	96 GAL	CART	1	1	10 YD (METAL ONLY)	ON CALL
<u>WATER PLANT</u>												
UTILITIES PLANT	14150 NW 8 STREET	1	4 YD	DUMPSTER	1	1	4YD	DUMPSTER	1	2	20 YD	ON CALL
UTILITIES WASTE PLANT	14150 NW 8 STREET	3	3 YD	DUMPSTER	3					3	20 YD	ON CALL
UTILITIES WASTE PLANT	14150 NW 8 STREET	1	2 YD	DUMPSTER	3					2	20 YD	ON CALL
UTIL - WASTE PLANT (GRIT/RAGS)	14150 NW 8 STREET									1	20 YD	1
UTIL - WASTE PLANT (GRIT/RAGS)	14150 NW 8 STREET									1	20 YD	1
WATER PLANT	4350 SPRINGTREE DRIVE									1	10 YD	1
WATER PLANT	4350 SPRINGTREE DRIVE									2	20 YD	ON CALL
WATER PLANT	4350 SPRINGTREE DRIVE									1	30 YD	ON CALL
<u>SHARED FACILITIES</u>												
VILLAGE CIVIC CENTER	6800 SUNSET STRIP	1	6 YD	DUMPSTER	1	3	96 GAL	CART	1			
NEW RIVER CIVIC CENTER	60 WESTON ROAD	1	8 YD	DUMPSTER	1	2	96 GAL	CART	1			

1. FREQUENCY (FREQ)
REPRESENTS COLLECTION(S)
PER WEEK.

EXHIBIT 12

LOCATIONS OF TRASH RECEPTACLES

Minimum Two Times Per Week Collection Or As Frequently As Needed

BUS SHELTER LOCATIONS

- 1 2183 N. University Drive (Sunset Square)
- 2 2621 N. University Drive (Don Olson Tire)
- 3 2853 Sunrise Lakes Drive East (Bldg. 15)
- 4 3010 Sunrise Lakes Drive West
- 5 4032 N. University Drive (Del Rio Village)
- 6 University Drive: NW 4200 Block - east swale (adjacent to "Jafco" residential)
- 7 6815 Sunset Strip (Gold Coast Plaza)
- 8 8051 Sunrise Lakes Blvd (Bldg. 31)
- 9 8133 Sunrise Lakes Blvd (Tennis Courts at Phase II)
- 10 8155 NW 26th Street (Bldg. 8)
- 11 8225 Sunrise Lakes Blvd (Bldg. 38)
- 12 8290 Sunset Strip (McDonalds)
- 13 8350 Sunrise Lakes Blvd (Bldg. 54)
- 14 8515 Sunrise Lakes Blvd (Bldg. 45)
- 15 8951 Sunrise Lakes Blvd (Bldg. 87)
- 16 9320 Sunrise Lakes Blvd (South of Main Clubhouse - Phase III)
- 17 9361 Sunrise Lakes Blvd (Main Clubhouse - Phase III)
- 18 9500 Sunrise Lakes Blvd (Rec Center 4)
- 19 9540 Sunrise Lakes Blvd
- 20 10102 Sunrise Lakes Blvd (Main Clubhouse - Phase IV)
- 21 10125 W. Oakland Pk Blvd (Welleby Plaza)
- 22 10302 Sunrise Lakes Blvd (Bldg. 177)
- 23 10451 Sunrise Lakes Blvd (Bldg. 164)
- 24 15990 State Rd. 84
- 25 2801 Nob Hill Road (250' North of the NW corner of N.H. & S.L.B.)
- 26 3200 N. University Drive (Washington Mutual)
- 27 SE corner of Oakland Pk Blvd & NW 60th Ave (Mobil)
- 28 8790 West Oakland Park Blvd (SE corner of Pine Island & O.P.B.)
- 29 2900 N. University Drive (SE corner of S.L.B. & University)
- 30 2901 N. University Drive (SW corner of S.L.B. & University)
- 31 7880 W. Oakland Park Blvd (SE corner of O.P.B. & University)
- 32 Sunset Strip/NW 68th Avenue (southeast corner)
- 33 Sunrise Lakes Blvd (Bldg. 45 at canal)

BUS BENCHES LOCATIONS

- 34 Sunrise Blvd / NW 136th Avenue (SE Corner)
- 35 Sunrise Blvd (Adjacent to Washington Mutual Bank)
- 36 NW 136th Avenue (Adjacent to the Arena)
- 37 Oakland Park Blvd / C-42 Canal (South Side)
- 38 Oakland Park Blvd / Josh Lee Blvd (SW Corner)
- 39 Oakland Park Blvd / Josh Lee Blvd (NW Corner @ Walgreen's)
- 40 Oakland Park Blvd / Welleby Square (Eastbound @ Blockbuster)
- 41 Oakland Park Blvd / Pine Island (SW Corner @ North Broward Hospital)
- 42 Oakland Park Blvd / Pine Island (SE Corner @ Bell South Bldg)
- 43 Oakland Park Blvd / Pine Island (NW Corner)
- 44 Oakland Park Blvd (West of University @ Chuckie Cheese)
- 45 Oakland Park Blvd / NW 68th Avenue
- 46 Oakland Park Blvd @ Wal-Mart (Westbound)
- 47 Sunset Strip / NW 68th Avenue (SW Corner)
- 48 Sunset Strip / NW 64th Avenue (SW Corner)
- 49 Sunset Strip / NW 63rd Avenue (SE Corner)
- 50 Sunset Strip / NW 20th Street (NW Corner)
- 51 Sunset Strip / NW 15th Street
- 52 Sunset Strip @ Burger King
- 53 Sunset Strip / Del Lago Circle (SE Corner)
- 54 Sunset Strip / NW 12th Court (SE Corner)
- 55 NW 15th Street / NW 60th Avenue (SW Corner)
- 56 NW 60th Avenue / NW 19th Street (SW Corner)
- 57 Sunset Strip / NW 70th Avenue (SW Corner)
- 58 Sunset Strip / NW 82nd Avenue (NW Corner)
- 59 Sunrise Lakes Blvd - Westbound (Bldg No. 150)
- 60 Sunrise Lakes Blvd - Westbound (Bldg No. 128)
- 61 Sunrise Lakes Blvd - Westbound (Bldg No. 122)
- 62 Sunrise Lakes Blvd - Eastbound (Bldg No. 121)
- 63 Sunrise Lakes Blvd - Eastbound (Bldg No. 86)
- 64 Sunrise Lakes Blvd - Westbound (Bldg No. 74)
- 65 Sunrise Lakes Blvd - Eastbound (Bldg No. 73)
- 66 Sunrise Lakes Blvd - Westbound (Clubhouse East of Pine Island)
- 67 Sunrise Lakes Blvd - Eastbound (Bldg No. 45)
- 68 Sunrise Lakes Blvd - Westbound (Bldg No. 49)
- 69 Sunrise Lakes Blvd - Westbound (Bldg No. 54)
- 70 Sunrise Lakes Blvd - Eastbound (Bldg No. 41)
- 71 Sunrise Lakes Blvd - Westbound (Bldg No. 58)
- 72 Sunrise Lakes Blvd - Westbound (Bldg No. 36)
- 73 Sunrise Lakes Blvd - Westbound (Hilton Soccer Field)

- 74 Sunrise Lakes Drive North - Eastbound (Clubhouse)
- 75 Sunrise Lakes Drive North - Westbound (Bldg No. 29)
- 76 Sunrise Lakes Drive North - Eastbound (Bldg No. 25)
- 77 Sunrise Lakes Drive North - Eastbound (Bldg No. 23)
- 78 Sunrise Lakes Drive North - Westbound (Bldg No. 33)
- 79 Sunrise Lakes Drive North - Westbound (Bldg No. 34)
- 80 Sunrise Lakes Drive East - Northbound (Quail Run Bldg No. 2)
- 81 Sunrise Lakes Drive East - Northbound (Quail Run Bldg No. 3)
- 82 Sunrise Lakes Drive East - Southbound (Bldg No. 20)
- 83 Sunrise Lakes Drive East - Northbound (Fairways at Sunrise across from Bldg No. 18)
- 84 Sunrise Lakes Drive East - Northbound (Fairways at Sunrise across from Bldg No. 11)
- 85 Sunrise Lakes Drive East - Southbound (Bldg No. 9)
- 86 Sunrise Lakes Drive West - Northbound (Bldg No. 6)
- 87 Sunrise Lakes Drive West - Northbound (Bldg No. 4)
- 88 Nob Hill Road / Sunrise Lakes Blvd - Northbound (NE Corner)
- 89 Oakland Park Blvd / Front of City Hall
- 90 Flamingo / NW 136th St (NE Corner - Northbound)
- 91 Sunrise Blvd (Adjacent old K-Mart)
- 92 University Drive / Sunset Strip - Northbound (Southtrust Bank)
- 93 University at Lowe's
- 94 University - Southbound (Springtree Meadow aka Redbridge)
- 95 Sunrise Lakes Blvd along Access Road for Entrance C between Bldg 75 & 74
- 96 Oakland Park Blvd / University Drive (Building 7880 - South Side)
- 97 Commercial Blvd @ Pine Bay
- 98 NW 136th Avenue / NW 8th Street (NE Corner - Westbound)
- 99 NW 136th Avenue / Azure Alley (SE Corner - Eastbound)
- 100 Oakland Park Blvd / Hiatus RD (SE Corner @ All Saints Church - Eastbound)
- 101 NW 136th Avenue / NW 8th Street (SW Corner - Southbound)
- 102 Commercial Blvd/NW 94th Ave (SE Corner)
- 103 Pine Island Road/Pine Island Road North (NE Corner)
- 104 Sunrise Lakes Blvd (Building 146)
- 105 Sunrise Lakes Blvd - Eastbound (Blding 149)
- 106 Oakland Park Blvd - Hollywood Video
- 107 Sunrise Lakes Blvd - Eastbound (Blding 46)
- 108 Sunset Strip & NW 70 Avenue (New)
- 109 1277 Sunset Strip - Sunrise Golf Village Park
- 110 Sunset Strip and NW 19th St (Northbound)

OTHER CITY OF SUNRISE RECEPTACLES

- 111 Between NW 64 Ave and NW 68 Ave - North Side of Sunset Strip (1 of 2 Receptacles)
- 112 Between NW 64 Ave and NW 68 Ave - North Side of Sunset Strip (2 of 2 Receptacles)

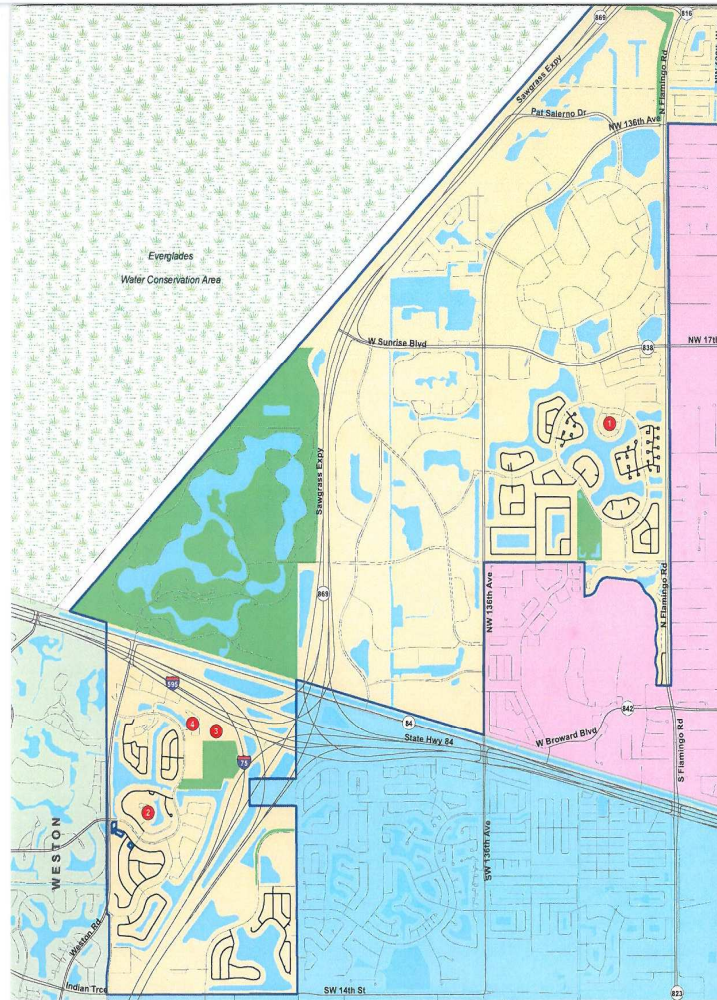
EXHIBIT 13

LOCATIONS OF IGLOO CONTAINERS

COMMUNITIES AND LOCATIONS	# OF IGLOOS ON SITE
Marsh Harbour 8640 NW 38 Street & Surrounding Area	4
Sunrise Springs Condos 3700-3730 NW 88 Avenue & Surrounding Area	3
Waterbridge 1101 & 1103 NW 58 Terrace & Surrounding Area	4
Sunrise Lakes - Phase I 2850 Sunrise Lakes Dr. W. & Surrounding Area	29
Sunrise Lakes - Phase II 8225 Sunrise Lakes Blvd & Surrounding Area	19
Sunrise Lakes - Phase III 9721 Sunrise Lakes Blvd & Surrounding Area	68
Aragon Condos 2541 Aragon Blvd & Surrounding Area	2
Quail Run 2998 Sunrise Lakes Drive East & Surrounding Area	6
Winding Lakes 10101 Winding Lakes Dr. & Surrounding Area	6
Springtree Lakeside Villas 4963 NW 95 Ave & Surrounding Area	4
Welleby Shores 9856 Nob Hill Court & Surrounding Area	4
Total	<u>149</u>

EXHIBIT 14

MAP OF AREAS WHERE GARBAGE CANS MAY BE USED



City of Sunrise - Map 1
Townhomes/Condominiums with Curbside Solid Waste & Recycling Service
Properties West of Flamingo Road

ID#	Community Name
1	Allegro
2	Lakeside Villas at Bonaventure
3	Las Brisas
4	Riverwalk

EXHIBIT 14A

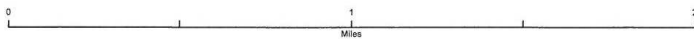


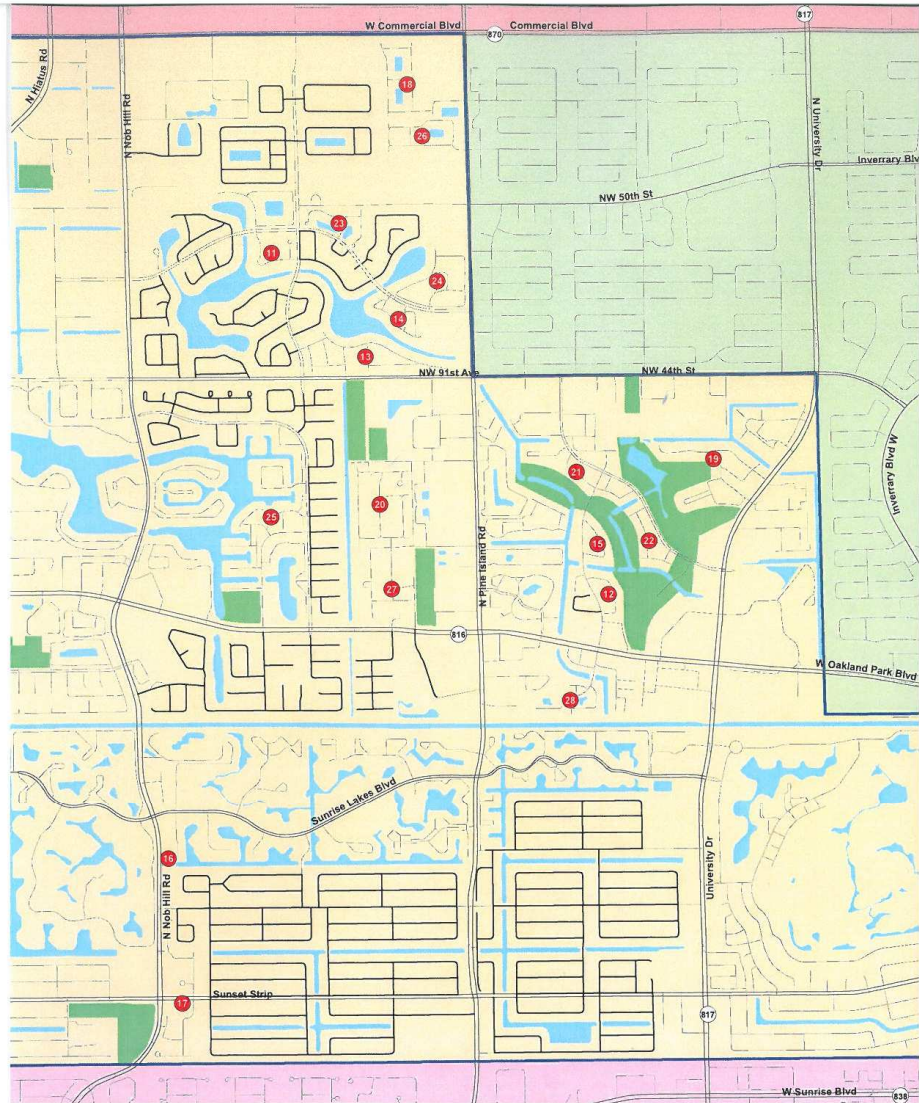


City of Sunrise - Map 2
Townhomes/Condominiums with Curbside Solid Waste & Recycling Service
Properties West of Nob Hill Road and East of Flamingo Road

ID #	CommunityName
5	Country Squires Townhomes
6	Entrada (North & South)
7	North Lake Townhomes
8	Sunrise Manor North
9	Sunrise Manor South
10	Sunrise Manor West
A	Rhapsody at Welleby
B	Lago Welleby / Sugar Bay

Exhibit 14B





City of Sunrise - Map 3
Townhomes/Condominiums with Curbside Solid Waste & Recycling Service
Properties West of University Drive and East of Nob Hill Road

ID #	Community Name	ID #	Community Name	ID #	Community Name
11	Evergreen Lakes	17	Park Terraces	23	Stockbridge Lakes of Springtree
12	Fairway Club	18	Pine Bay	24	Sunblest Townhomes
13	Kingsley Commons	19	Red Bridge	25	The Landings at Welleby Lake
14	Lakeshore Club	20	Southwind Cove	26	Tradewinds
15	Maple Leaf Patio Villas	21	Springtree Gardens	27	Villa Del Sol
16	Northwood at Sunrise Lakes	22	Springtree Villas	28	Waterside Villas

Exhibit 14C



EXHIBIT 15

LIST OF AREAS WHERE RECYCLING BINS MAY BE USED

- **WATERSIDE VILLAS**
 - (NW 84 AVE. AND WEST OAKLAND PARK BLVD)
- **RHAPSODY AT WELLEBY**
 - (NW 107TH WAY AND HIATUS ROAD)

EXHIBIT 16

SAMPLE CALCULATIONS FOR CPI ADJUSTMENTS

The following calculations use hypothetical values to demonstrate how the CPI adjustment should be determined. This hypothetical example assumes the first CPI adjustment will be effective on October 1, 2017.

CPI Adjustment on October 1, 2017

Current monthly Rate per Dwelling Unit: \$10.00

Percentage change in CPI for previous 12 month period: 1.7%

Calculation: $\$10.00 \times 0.017 \times 0.75 = \0.1275

New monthly Rate per Dwelling Unit: $\$10.00 + \$0.12 = \$10.12$

CPI Adjustment on October 1, 2018

Current monthly Rate per Dwelling Unit: \$10.12

Percentage change in CPI for previous 12 month period: 8.0%

Calculation: $\$10.12 \times 0.04^* = \0.4048

New monthly Rate per Dwelling Unit: $\$10.12 + \$0.40 = \$10.52$

* Note: Pursuant to Section 38.3.3 of the Agreement, a single CPI adjustment to the Rate shall not exceed four percent (4%) in any year. Accordingly, the hypothetical CPI adjustment on October 1, 2018 shall be limited to four percent (4%). In this hypothetical example, even if the 8.0% increase is multiplied by 0.75 pursuant to the formula in Section 38.3.2 of the Agreement, the result is a potential increase of 6%, which exceeds the CPI cap of 4%.

EXHIBIT 17

OPTIONAL BENEFITS AND SERVICES

[To be provided, based on Contractor's proposal]

EXHIBIT 18

SPECIFICATIONS FOR RECYCLING BINS



18 Gallon Huskylite® Recycle Bin Gen 1 Container Specifications

Material:	Each container is constructed of high-density polyethylene (HDPE) to ensure maximum impact strength and container weather ability. The container may be manufactured with up to 25% post-consumer recycled plastic.			
U.V. Stabilizer:	Each container is stabilized against ultraviolet rays with color pigment and ultraviolet inhibitor compounded at a minimum of 2% by weight. U.V. stabilizers protect the containers from the harmful effects of the sun.			
Weight:	A minimum weight of 5.0 lbs.			
Nesting/Stacking:	Containers can be nested inside one another for shipping and storing at a minimum ratio of approximately 5.5 to 1; and 200 bins per pallet. Containers can be cross stacked for use in multi-bin systems.			
Dimensions:	<u>Length</u>	<u>Width</u>	<u>Height</u>	
	Exterior Top:	25.25" X	17.60" X	13.50"
	Interior Bottom:	20.25" X	14.00" X	13.00"
Wall Thickness:	Minimum wall thickness of 110 mils and 120 miles in the corners and bottom.			
Construction:	Containers are manufactured by the injection-molded process. The container has a rolled lip, with reinforced ribbing for extra strength.			
Handles:	Large handles are well rounded, reinforced, and integrally molded into the container width sides. Handles are big enough to easily accommodate gloved hands and also give added protection and convenience.			
Bottom Pattern:	Containers have anti-slide bottom to help resist wind blow-away.			
Spillage Retention:	Each containers has (4) bottom vent holes to drain excess accumulation of rain when stored outside.			
Temperature Range:	The containers will comply within a temperature range of -20 degrees F to 120 degrees F.			
Identification:	Each container can be hot stamped with your logo on both long sides of the container.			
Lid:	The container is designed to accept a domed lid allowing at least 2 extra gallons of capacity.			
Warranty:	The containers will be guaranteed for 5 years for manufacture defects in material and workmanship.			

