



Solid Waste Authority of Palm Beach County
7501 North Jog Rd, West Palm Beach, FL 33412

**SOLID WASTE AND RECYCLING
COLLECTION FRANCHISE AGREEMENT**

BETWEEN

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

AND

FOR

SERVICE AREA X

AGREEMENT NO. 14-XXX

TABLE OF CONTENTS

**SOLID WASTE AND RECYCLING
COLLECTION FRANCHISE AGREEMENT**

1.	TERM	1
2.	DEFINITIONS	1
3.	SERVICES PROVIDED BY CONTRACTOR	7
4.	SOLID WASTE AND VEGETATIVE WASTE COLLECTION SERVICE	7
	A. Curbside Residential Solid Waste and Vegetative Waste Collection Services	7
	1. Conditions and Frequency of Service	7
	2. Accessibility	9
	B. Containerized Residential Solid Waste Collection Services	10
	1. Conditions and Frequency of Service	10
	2. Method of Collecting	11
	3. Service Interruption	12
	C. Commercial Solid Waste Collection Services	12
	1. Conditions and Frequency of Service	12
	2. Method of Collecting	12
	3. Level, Type and Disclosure of Rates for Commercial Collection and other Services	13
	a. Commercial Collection Service	13
	b. Disclosure	14
	D. Method of Payment	15
	E. Hours of Collection	15
	F. Routes and Schedules	15
5.	RECYCLING COLLECTION SERVICE	16
	A. Curbside Residential Recycling Collection Services	16
	1. Conditions and Frequency of Service	16
	2. Accessibility for and Manner of Curbside Recycling Collection	17
	3. Recycling Containers	17



B.	Containerized Residential Recycling Collection Services.....	17
1.	Conditions and Frequency of Service.....	17
2.	Accessibility and Schedule for Containerized Residential Recycling Collection.....	18
C.	Commercial Recycling Collection Services.....	18
1.	Conditions and Frequency of Service.....	18
2.	Level, Type and Disclosure of Rates for Commercial Recycling Collection and Other Services	19
3.	Ownership	19
D.	Authority Public Drop-off Recycling Collection Services	19
E.	Method of Payment	20
F.	Hours of Collection	20
G.	Routes and Schedules	20
H.	Replacement of Recycling Containers for Residential Dwelling Units	21
I.	Contaminated Recovered Materials	21
J.	Recovered Materials Processing Facility.....	21
K.	Change in Scope of Recycling Collection Service	21
6.	CHARGES, RATES AND LEVEL OF SERVICES	22
A.	Solid Waste and Recycling Collection Rate Adjustments.....	22
B.	Billing, Collection, and Payments.....	22
C.	Solid Waste Disposal Costs.....	23
D.	Extraordinary Rate Adjustment.....	23
E.	Franchise Fee.....	24
F.	Exclusive Franchise.....	24
7.	HOLIDAYS	24
8.	SPECIAL SERVICES	24
9.	PUBLIC AWARENESS PROGRAM	25
10.	TREATMENT OF CONTAINERS	25
11.	PERSONNEL OF THE CONTRACTOR	25
12.	SPILLAGE	26
13.	SOLID WASTE AND RECOVERED MATERIALS PROCESSING FACILITIES	26
14.	COLLECTION EQUIPMENT	27
15.	VEGETATIVE WASTE	28



16.	SPECIAL WASTE, HAZARDOUS WASTE, BIOHAZARDOUS OR BIOMEDICAL WASTE AND SLUDGE	28
17.	OFFICE AND EQUIPMENT YARD	28
18.	COMPLAINTS	29
19.	QUALITY OF PERFORMANCE OF CONTRACTOR	30
	A. Complaints.....	30
	B. Other Administrative Charges.....	30
	C. Major Prohibitions and Liquidated Damages	31
	D. Filing of Requested Information and Documents.....	34
20.	NATURAL DISASTERS	34
21.	FORCE MAJEURE	35
22.	PERMITS AND LICENSES	35
23.	PERFORMANCE BOND	35
24.	INSURANCE	35
	A. Worker’s Compensation Insurance	35
	B. Liability Insurance	35
25.	INDEMNIFICATION	36
26.	ACCESS AND AUDITS	36
27.	POINT OF CONTACT	36
28.	NOTICE	37
29.	DEFAULT OF CONTRACT	37
30.	PUBLIC WELFARE	39
31.	RIGHT TO REQUIRE PERFORMANCE	39
32.	TITLE TO WASTE	39
33.	GOVERNING LAW AND VENUE	40
34.	COMPLIANCE WITH LAWS	40



35.	SEVERABILITY	40
36.	ASSIGNMENT	40
37.	MODIFICATION	40
38.	INDEPENDENCE OF AGREEMENT	41
39.	ANNEXATIONS AND INCORPORATIONS	41
40.	CHANGE OF LAW	41
41.	OTHER RATE ADJUSTMENTS	41
42.	SMALL BUSINESS ENTERPRISE AND LOCAL BUSINESS PARTICIPATION	41
	A. Small Business Enterprise	41
	B. Local Business Enterprise	41
43.	PUBLIC ENTITY CRIMES	44
44.	SUBSTANTIAL COMPLIANCE	45
45.	COMPETENCY TO CONTRACT	45
46.	COMMUNITY SERVICE	45
47.	MOBILIZATION AND PREPARATION	46
48.	OFFICE OF THE INSPECTOR GENERAL	46
49.	SCRUTINIZED COMPANIES	46
	AGREEMENT EXECUTION	47

EXHIBITS

- I. Description of Boundaries of Service Area
- II. Approved Rate Schedule
- III. Payment Adjustment Schedule
- IV. Performance Bond Requirement
- V. Annual Garbage Can Replacement
- VI. Monthly Financial Reporting Format
- VII. Authority Public Drop-off Recycling Containers
- VIII. Mobilization and Preparation



Solid Waste and Recycling Collection Franchise Agreement Service Area X

This Agreement is hereby made and entered into this ____ day of _____, 2013, between **Solid Waste Authority of Palm Beach County**, a special district created pursuant to Chapter 2001-331, Laws of Florida, (hereinafter referred to as "Authority") and _____ (hereinafter referred to as "Contractor").

In consideration of the mutual benefits, the parties herein agree as follows:

1. TERM:

The term of this Agreement shall be for the period beginning **October 1, 2013**, and expiring **September 30, 2018**.

2. DEFINITIONS:

To the extent the definitions contained herein conflict with similar definitions contained in any federal, state or local law, the definition herein shall prevail. However, nothing contained herein shall be interpreted to require the Contractor to undertake any conduct which is contrary to federal, state or local law.

A. Authority shall mean the Solid Waste Authority of Palm Beach County.

B. Biohazardous or Biomedical Wastes shall mean those wastes which may cause disease or reasonably be suspected of harboring pathogenic organisms; including, but not limited to, waste resulting from the operation of medical clinics, hospitals, and other facilities producing wastes which may consist of, but are not limited to, diseased human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, contaminated clothing and surgical gloves.

C. Bulk Trash shall mean any non-vegetative item which cannot be containerized, bagged, or bundled; including, but not limited to, inoperative and discarded refrigerators, ranges, toilets, pool heaters, water softeners, pianos, washers, dryers, bath tubs, water heaters, sinks, bicycles, and other similar domestic appliances, household goods and furniture. There shall be no weight limit for any item of Bulk Trash.

D. Business Days shall mean Monday through Saturday, except for Holidays.

E. Collection shall mean the process whereby Solid Waste, Garbage, Trash, Bulk Trash, Vegetative Waste or Recovered Material is gathered and transported to a Designated Facility.

F. Commercial Recycling Collection Service shall mean the Dual Stream Recycling Collection of Recovered Materials by the Contractor for entities within the Service Area that are not serviced by Residential Recycling Collection Service.



- G. Commercial Single Stream Recycling Collection Service** shall mean the practice of collecting Source Separated Recovered Materials generated by commercial establishments in a commingled form without separating the fiber from the other materials as is required under Dual Stream Collection.
- H. Commercial Solid Waste** shall include Solid Waste that is not Residential Solid Waste, but for the purposes of this Agreement shall exclude commercial Vegetative Waste, the collection of which is not exclusive to the Contractor.
- I. Commercial Solid Waste Collection Service** shall mean the collection of Commercial Solid Waste within the Service Area. Such service includes both Containers and Compactors, but does not include Roll-off Collection Services.
- J. Compactor** shall mean any container which has compaction mechanism(s), whether stationary or mobile, all inclusive.
- K. Construction and Demolition Debris (C&D)** shall mean materials generally considered to be not water soluble and which are nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, roofing material, pipe, gypsum wallboard, and lumber from the construction or destruction of a structure as part of a construction or demolition project. Mixing of a de minimis amount of waste other than C&D from the construction site will not automatically cause it to be classified as other than C&D.
- L. Container** shall mean and include any container designed or intended to be mechanically dumped into a loader packer type truck or recycling vehicle. All Containers must be of the specifications as designated by the Contract Administrator, in writing.
- M. Containerized Residential Recycling Collection Service** shall mean the Dual Stream Recycling collection of Recovered Materials by the Contractor from Dwelling Units in the Service Area that require the use of Containers for the collection of Recovered Materials, and which also receive Residential Collection Service for Solid Waste, and the delivery of those Recovered Materials to the Recovered Materials Processing Facility or designated Authority transfer station.
- N. Containerized Residential Solid Waste Collection Service** shall mean Solid Waste collection service of all Dwelling Units whose Garbage, Trash or Bulk Trash is collected by means of a central or shared Container and not by means of a Garbage Can.
- O. Contract** shall mean this Agreement.
- P. Contractor** shall mean that person or entity identified as such in the first paragraph of this Agreement that has entered into this Agreement to provide the services described herein for the Service Area.



- Q. Contract Administrator** shall mean the person designated by the Authority who shall act as the Authority's representative during the term of this Agreement.
- R. County** shall mean Palm Beach County.
- S. Curbside Residential Recycling Collection Service** shall mean the Dual Stream Recycling collection of Recovered Materials by the Contractor from all Dwelling Units in the Service Area that also receive Curbside Residential Solid Waste Collection Service for Solid Waste, and other Dwelling Units as designated by the Authority, and the delivery of those Recovered Materials to the Authority Recovered Materials Processing Facility or designated Authority transfer station.
- T. Curbside Residential Solid Waste Collection Service** shall mean Residential Solid Waste and Vegetative Waste Collection service for all Dwelling Units from which Garbage is collected by means of a Garbage Can at curbside or roadway and delivery to an Authority designated disposal facility or transfer station.
- U. Designated Facility** shall mean an Authority owned disposal, processing, recovery, recycling or transfer facility, or another facility if specifically designated in writing by the Contract Administrator to the Contractor.
- V. Dual Stream Recycling Collection** shall mean the practice of collecting Recovered Materials in two separate containers, one for fiber and one for commingled containers and other materials accepted in the Authority's recycling program.
- W. Dwelling Unit** shall mean any type of structure or building unit intended for or capable of being utilized for residential living other than a licensed Hotel or Motel unit.
- X. Fiscal Year** shall mean the period starting on October 1 of a given year and ending September 30 of the following year during this Agreement.
- Y. Garbage** shall mean all putrescible waste which generally includes but is not limited to kitchen and table food waste, animal, vegetative, food or any organic waste that is attendant with or results from the storage, preparation, cooking or handling of food materials whether attributed to residential or commercial activities, but shall not include Vegetative Waste or Special Waste.
- Z. Garbage Can** shall mean any commonly available light gauge steel, plastic, or galvanized receptacle of a non-absorbent material, closed at one end and open at the other, furnished with a closely fitted top or lid and handle(s). A Garbage Can is also defined as a heavy duty, securely tied, plastic bag designed for use as a garbage receptacle. Such container including waste materials shall not exceed fifty (50) gallons in capacity or fifty (50) pounds in weight, unless a Contractor implements (with written authorization from the Contract Administrator or his designee) an automated or semi-automated collection system requiring the use of some other standard receptacle compatible with the Contractor's equipment supplied by the Contractor and approved by the Authority.

- AA. Hazardous Waste** shall mean Solid Waste as defined by the State of Florida Department of Environmental Regulation as a hazardous waste in the State of Florida Administrative Code, or by any future legislative action or by federal, state or local law.
- BB. Hotel or Motel** shall mean a structure or building unit(s) capable of being utilized for residential living where such unit or a group of such units is regularly rented to transients or held out or advertised to the public as a place regularly rented to transients for periods of seven days or less. To meet this definition, the Hotel or Motel must be licensed to operate as such. "Transient" has the meaning as defined in Chapter 509, Florida Statutes (2011), or its successor law.
- CC. Land Clearing** shall mean the removal of vegetation for the purpose of improving real property through remodeling, new construction or agricultural use. Land clearing shall include, but is not limited to, trees, brush, dirt, rocks or similar obstructions/materials being removed from a parcel of assessed residential land using mechanical devices such as a bobcat, backhoe, front-end loader, tractor, bulldozer, etc. Removal refers to the physical action of the equipment digging, scraping, bulldozing, and/or pulling debris from the ground. Transporting legally cut vegetation to the curb using a mechanical device does not constitute land clearing. A chainsaw is not to be considered a mechanical device in the removal process.
- DD. Mixed Paper** shall be defined as a mixture of paper products including magazines, catalogues, phone books, cereal boxes, soda and beer can boxes, chipboard, file folders, envelopes, letter paper, junk mail, notebook paper and any other clean paper products.
- EE. Peak Times** shall mean the period beginning on November 1 of a given year and ending on April 30 of the following year, unless otherwise specified by the Authority.
- FF. Public Awareness Program** shall mean that program developed by the Authority to inform and encourage residential and commercial collection customers to use all Collection services offered by the Authority through the Agreement. It shall also mean information concerning level of service and changes in scope of service.
- GG. Recovered Materials** shall 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 waste stream for sale, use, or reuse as raw materials, but the term does not include materials destined for any use that constitutes disposal, including but not limited to landfilling, placement upon the land or in the water, or combustion. The materials currently designated by the Authority for Residential Recycling Collection Service and Commercial Recycling Collection Service are newspapers (including inserts); magazines; catalogs; phone books; mixed paper, aluminum cans, foil, and pans; plastic containers #1 - #7 (except styrofoam); glass bottles and jars; gable-topped containers; aseptic containers; corrugated cardboard; kraft bags; and steel and ferrous cans.

- HH. Recovered Materials Processing Facility (RMPF)** shall mean any facilities operated or managed by, for or on behalf of the Authority for the purpose of receiving, sorting, processing, storing, and/or preparing Recovered Materials, plus other items authorized by the Authority, for sale, as specifically designated by the Contract Administrator, in writing.
- II. Recycling Container** shall mean a rigid container made of plastic or other suitable substance or a paper bag that is used for the storage of Recovered Materials.
- JJ. Residential Recycling Collection Service** shall mean Curbside Residential Recycling Collection Services and Containerized Residential Recycling Collection Service.
- KK. Residential Solid Waste** shall mean Garbage, Trash and Bulk Trash resulting from the normal housekeeping activities of a Dwelling Unit, but shall not include Vegetative Waste. Residential Solid Waste shall also mean Construction and Demolition Debris (C&D) resulting from minor home repair from the Dwelling Unit.
- LL. Residential Solid Waste Collection Service** shall mean Curbside Residential Solid Waste Collection Service and/or Containerized Residential Solid Waste Collection Service.
- MM. Roll-off Collection Service** shall mean the Collection of C&D-only roll-off containers, or the Collection of C&D by other mechanical means, within temporary locations in the Service Area, limited to new construction sites and remodeling or refurbishment sites. Permanent businesses or manufacturing companies that generate C&D on site as part of their operations may obtain roll-off containers from any source, including the Contractor, for the purpose of recycling the C&D material, if, and only if, they also have a container for all other Commercial Solid Waste which is collected exclusively by the Contractor. Roll-off collection Service also includes the collection of commercial vegetative waste.
- NN. Service Area** shall mean that portion of the unincorporated area of the County as described in Exhibit I, for which Contractor has been granted an exclusive franchise.
- OO. Sludge** shall mean a solid or semi-solid, or liquid generated from any waste water treatment plant, water supply treatment plant, air pollution control facility, septic tank, grease trap, portable toilets and related operations, or any other such waste having similar characteristics or effects.
- PP. Solid Waste** shall mean Residential Solid Waste and Commercial Solid Waste, but shall not include Special Waste, as defined in this Agreement, or Recovered Materials. Solid Waste shall mean Bulk Waste, Garbage, rubbish, refuse, Trash, Vegetative Waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural or governmental operations, but for the purpose of this Agreement shall not include Special Waste.



- QQ. Solid Waste Authority Disposal Facility** shall mean place or places specifically managed or operated by the Solid Waste Authority of Palm Beach County.
- RR. Source Separated** shall mean that Recovered Materials are separated from Solid Waste at the location where the recovered materials and solid waste are generated. The term does not require that various types of Recovered Materials be separated from each other, and recognizes de minimis Solid Waste may be included in the recovered materials. Materials are not considered Source Separated when two or more types of Recovered Materials are deposited in combination with each other in a Container located where the materials are generated and when such materials contain more than 10 percent solid waste by volume or weight, in which case the materials are Solid Waste. The term “various types of Recovered Materials” means metals, paper, glass, plastic, textiles and rubber.
- SS. Special Services** shall mean any services requested or required by the customer which are in addition to, or a change in, Residential Solid Waste Collection Service, Residential Recycling Collection Service, Commercial Recycling Collection Service and Commercial Solid Waste Collection Service as set out or similar to those listed in Exhibit II.
- TT. Special Waste** shall include automobiles, boats, internal combustion engines, non-automobile tires, Sludge, dead animals, livestock waste, septic tank waste, Biohazardous or Biomedical Waste, liquid waste, and Hazardous Waste. Special Waste may also include items determined by the Contract Administrator to be reasonably unmanageable.
- UU. Trash** shall mean all refuse, accumulation of paper, rags, wooden or paper boxes and containers, sweepings, broken toys, tools, utensils, and all other accumulations of a similar nature other than Garbage, which are usual to housekeeping and to the operation of stores, offices and other business places, but shall not include Vegetative Waste.
- VV. Force Majeure** shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, hurricanes, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, or sabotage.
- WW. Vegetative Waste** shall mean any vegetative matter resulting from yard and landscaping maintenance by any party and shall include materials such as tree and shrub trimming materials, grass clippings, palm fronds, tree branches and similar other matter usually produced as refuse in the care of lawns, landscaping and yards.

3. **SERVICES PROVIDED BY CONTRACTOR:** The Contractor shall provide mandatory Residential Solid Waste Collection Services and Residential Recycling Collection Service in the Service Area. The right to provide such Collection Services in the Service Area shall be exclusive to the Contractor

The Contractor shall provide Commercial Solid Waste Collection Services in the Service Area, which shall be an exclusive right to the Contractor. The Contractor shall be responsible for the billing and collection of Commercial Solid Waste Collection Services and disposal costs not being billed and collected by the Authority or its designee.

Roll-off Collection Services shall not be exclusive to the Contractor. Collection of commercial Vegetative Waste shall not be exclusive to the Contractor. Collection of commercial Recovered Materials shall not be exclusive to the Contractor. Notwithstanding any other provision of this Agreement, collection of Solid Waste contained in roll-off containers excluded from Roll-off Collection Services for businesses in the Service Area is exclusive to the Contractor.

The Contractor shall provide Commercial Recycling Collection Services in the Service Area upon request by the Customer or the Authority, or through the solicitation efforts of the Contractor. However, Commercial Recycling Collection Services are not exclusive to the Contractor in the Service Area.

The Contractor shall use good faith and its best efforts to cooperate with any commercial recycling haulers collecting Source Separated Recovered Materials from commercial customers in the Service Area.

4. **SOLID WASTE AND VEGETATIVE WASTE COLLECTION SERVICE:**

A. **Curbside Residential Solid Waste and Vegetative Waste Collection Services:** The initial Curbside Residential Collection Service provided by this Agreement shall be as set forth in this Section 4A and shall continue until such time as the Contract is terminated. Whereas the Contractor is providing Solid Waste and Vegetative Waste Collection Service on behalf of the Authority, all Solid Waste and Vegetative Waste collected by the Contractor in the Service Area(s) must be collected in the manner and for the rates and fees provided herein, and delivered to a Designated Facility. Solid Waste collected by the Contractor in the Service Area(s) pursuant to this Agreement may not be delivered to any facility other than those specified herein unless authorized by the Contract Administrator, in writing. In addition to the provisions and prohibitions provided for herein, Contractor is required to comply with all Federal, State and local laws, regulations and rules, including rules of the Authority, and is subject to the penalties provided for therein. To the extent that the requirements, prohibitions and penalties provided for in this Agreement are more stringent than those provided for under Federal, State and local laws, regulations and rules, including any rules of the Authority, this Agreement prevails.

1. **Conditions and Frequency of Service:** All Curbside Residential Solid Waste and Vegetative Waste properly containerized in Garbage Cans or



otherwise prepared for collection as dictated by this Agreement shall be collected by the Contractor.

All Curbside Residential Solid Waste Collection Service, with the exception of the holidays identified in Section 7, shall be provided twice per week, unless options of service (Exhibit II) are implemented, with not less than forty-eight (48) hours nor more than seventy-two (72) hours between regularly scheduled pick-up days. Missed Saturday Residential Solid Waste and Vegetative Waste must be collected by 10:00 a.m. on the following Monday.

All Vegetative Waste up to six (6) cubic yards placed at an accessible pick-up location shall be collected separately from Residential Solid Waste and Recovered Materials by the Contractor. If the customer has moderately commingled Residential Solid Waste and Vegetative Waste, the Contractor shall separate the Residential Solid Waste from the Vegetative Waste and collect the materials separately. If, due to the extent of commingling, separating the Vegetative Waste from the Residential Solid Waste is impractical, the Contractor shall tag the pile with an Authority provided tag, and is not required to collect the commingled material until the first regularly scheduled collection day after customer has properly separated the material, although nothing shall preclude the Contractor from collecting the Vegetative Waste and Residential Solid Waste sooner. In the event the customer does not wish to properly separate the material, the customer may pay the Contractor or any other private hauler to collect the non-conforming material. If the Contractor fails to tag the non-conforming pile, the Contractor will be required to collect the pile at no cost to the customer or the Authority by the end of the next Business Day. The Contractor shall not intentionally commingle Vegetative Waste with Residential Solid Waste.

Vegetative Waste shall be collected one time per week on one of the two scheduled route days. The Contractor shall not be required to collect more than six (6) cubic yards of Vegetative Waste per dwelling unit per week. In the event that more than six (6) cubic yards is placed at the curb by the customer, the Contractor shall collect a minimum of six (6) cubic yards and tag the remaining pile with an Authority provided tag. The Contractor shall at a minimum return on each subsequent regular Vegetative Waste collection day and collect six (6) cubic yards until the pile is gone, however nothing shall preclude the Contractor from collecting the Vegetative Waste sooner.

With the exception of palm fronds, tree branches and Christmas trees, The Contractor shall have a reliable expectation that all Vegetative Waste will be bagged or containerized, and that each container, when filled, will not exceed 50 pounds in weight or 50 gallons in capacity. The Contractor shall have a reliable expectation that branches will not exceed 6 feet in length or 50 pounds in weight, that there is no length limitation on palm fronds, and that Christmas trees will be presented whole or in sections that in either case shall not exceed 8 ft in length or 50 pounds in weight. In the event that



Vegetative Waste is not presented as stated in this paragraph, the Contractor shall tag the pile with an Authority provided tag, and is not required to collect the non-conforming material until the first regularly scheduled collection day after the customer has properly presented the material, although nothing shall preclude the Contractor from collecting the Vegetative Waste sooner.

Trash, Bulk Trash, and Construction and Demolition Debris (C&D) resulting from minor home maintenance and repair only will be collected at the curb. Contractor is not required to collect sections of fencing or debris resulting from the demolition of sheds, storage buildings and other like structures or debris generated by major remodeling/construction projects. Contractor is required to collect a maximum of two (2) cubic yards of C&D per collection day per dwelling unit. In the event that the customer places more than two (2) cubic yards of C&D for Collection, the Contractor shall collect two (2) cubic yards of C&D and shall tag the remaining pile with an Authority provided tag. The Contractor shall at a minimum return on each subsequent regular Solid Waste collection day and collect a minimum of two (2) cubic yards until the pile is gone, however nothing shall preclude the Contractor from collecting the C&D sooner. Small pieces of C&D, such as tile or roofing material, shall be containerized and weigh not more than 50 pounds per container. There shall be no weight limit for any item of Bulk Trash.

In the event Bulk Trash contains Chloroflorocarbons (CFC's), the Contractor shall collect the Bulk Trash item separately in a non-compacting vehicle, and deliver the item, with every attempt not to release the CFC's into the atmosphere, to the Authority landfill, the Belle Glade transfer station or to a scrap dealer located in Palm Beach County.

2. **Accessibility:** Contractor shall collect all Residential Solid Waste and Vegetative Waste placed Curbside where the edge of the waste is within six (6) feet of the curb, paved surface of the public road, closest accessible public right-of-way, or other such location agreed to by the Contractor that will provide safe and efficient accessibility for the Contractor's collection crew and vehicle. In the event there is insufficient space between the curb and the sidewalk to place Residential Solid Waste and Vegetative Waste, if the edge of all Residential Solid Waste and Vegetative Waste to be collected is within two (2) feet of the sidewalk, the Contractor shall be required to collect it.

In the event there is no other accessible location available to the customer, all Residential Solid Waste and Vegetative Waste placed under electrical wires, trees or other obstructions preventing the use of a vehicle with mechanical loading capability shall be collected by means of a rear-load collection vehicle. Contractor may request, in writing, the Contract Administrator to approve an alternate Collection location. Contract Administrator's decision regarding the approval of a suitable alternate Collection location shall be final.

For purposes of this Agreement, public road or public right-of-way means a road owned and maintained by the County or special district, or a road on private property for which an easement has been granted to the public and when such road is constructed and maintained to a standard whereby access is available by the collection vehicle.

Where the resident of a dwelling unit is physically unable to deliver Residential Solid Waste to curbside and this is so certified by the Contract Administrator, or the residential structure is located in such a manner as to prevent access to the Residential Solid Waste by the Contractor's crew or vehicle, an alternative location may be arranged between the customer and the Contractor at no extra cost to the customer. In the event the customer and the Contractor cannot agree on an alternative location the Contract Administrator shall designate the alternative location, and the Contract Administrator's decision shall be final. Regardless of any accommodation made pursuant to the facts described in this paragraph, Vegetative Waste must continue to be placed curbside.

Except in the case described in the previous paragraph, if the customer requests Special Services, such as back door service, these services shall be billed directly to the customer by the Contractor in accordance with Exhibit II. In the event that a Special Service request is not listed in Exhibit II, such charges shall then be established through negotiations between the Contractor and the customer. In the event the customer and the Contractor cannot reach an agreement on the cost, the Contract Administrator shall determine the cost, and such determination shall be final.

B. Containerized Residential Solid Waste Collection Services: The initial Containerized Residential Collection Service provided by this Agreement shall be as set forth in this Section 4B and shall continue until such time as the Contract is terminated.

1. Conditions and Frequency of Service: The Contractor shall provide Containerized Residential Solid Waste Collection Service to all Dwelling Units in the Service Area that are suitable to receive such service and request such service. A minimum of once per week service is required of all customers, or such other minimum frequency as provided by law. Normal Collection service, not including Bulk Trash collection, shall be twice per week. However, the customer may elect to receive once a week service during off-Peak Times of the year and up to three times per week Collection service during Peak Times, as required, at no additional cost to the customer as long as the average is two times per week on an annual basis. The size and location of the Container and frequency of collection (more than the minimum of once per week) shall be determined by the Contractor and the residential complex in accordance with this Agreement. However, size and frequency shall be sufficient to provide that no Residential Solid Waste need be placed outside the Container. Storage capacity shall be suitable for the

amount of waste generated by the customer. In the case of an unresolved dispute, the Contract Administrator shall resolve such issue. The Contractor shall be paid the appropriate containerized unit collection rate in accordance with Exhibit II. Any service requested by the residential complex above three times per week or greater than the two times per week annual average, with the exception of Bulk Trash collection, shall be paid in accordance with the “commercial solid waste collection” rates in Exhibit II.

The frequency of collection of Bulk Trash outside the container shall be no less than once per week unless otherwise agreed to by the customer and approved by the Contract Administrator. Any disputes as to the frequency of Bulk Trash collection shall be resolved by the Contract Administrator, whose determination shall be final. In the event Bulk Trash contains Chlorofluorocarbons, (CFC’s), the Contractor shall collect the Bulk Trash item separately, in a non-compacting vehicle, and deliver the item, with every attempt not to release the CFC’s into the atmosphere, to the Authority landfill, the Belle Glade transfer station or to a scrap dealer located in Palm Beach County. There shall be no weight limit for any Bulk Trash item.

2. **Method of Collecting:** Collection shall occur on a regular basis with a frequency of pick-up as provided herein. Such service shall be provided by mechanical Container as defined herein. However, where a customer generates less than two (2) cubic yards per week of waste, alternate non-mechanical containers (e.g., Garbage Can(s)) may be utilized.

The Contractor shall provide Containers at the approved rental rates as necessary. Commercial Container rental rates, terms, and provisions contained in the Agreement shall also apply to Containers rented for residential service. Customers may own their Container(s) provided that the customer is completely responsible for its proper maintenance. Such Containers shall be of a type that can be serviced by the Contractor's equipment.

The Contractor shall collect all Residential Solid Waste placed in a Container or alternate non-mechanical container, and shall not be required to collect Residential Solid Waste that is not so placed. The Contractor has a reliable expectation that Vegetative Waste will not be commingled with Garbage. Where alternate non-mechanical containers (e.g., Garbage Can(s)) are used, they shall be placed at an accessible location or at such other single collection point as may be agreed upon between the Contractor and the customer. All Containers or Compactors shall be kept in a safe, accessible location agreed upon between the Contractor and the customer.

All Containers and Compactors provided by the Contractor shall be in good condition. In the event a Compactor, which is provided by a source other than the Contractor, is damaged or in need of repair, Contractor shall provide front load Containers, or upon the written approval of the Contract Administrator a roll-off container which may be approved on a case by case

basis, within 24 hours of notification, sufficient to provide uninterrupted service to the customer until the Compactor is repaired or replaced. Contractor may charge the customer for any Container rental in accordance with the rates set forth in Exhibit II. In the event a Compactor, which is provided by the Contractor, is damaged or in need of repair, Contractor shall provide front load Containers, or upon the written approval of the Contract Administrator a roll-off container which may be approved on a case by case basis, within 24 hours of notification sufficient to provide uninterrupted services until Compactor is repaired or replaced at no charge to the customer. The Contractor shall have a regularly scheduled replacement program for all Containers to ensure Containers are in good condition.

3. **Service Interruption:** The Contractor may not stop service to a residential containerized customer for non-payment of fees for Container rental or special services without notification by certified letter to the Contract Administrator or his designee and the customer at which time the Contract Administrator shall have five (5) Business Days following receipt of such notice to investigate and respond.

C. **Commercial Solid Waste Collection Service:** The Contractor shall collect and dispose of all Commercial Solid Waste in the Service Area. Such Commercial Collection Service shall be governed by the following material terms:

1. **Conditions and Frequency of Service:** A minimum of once a week service is required of all commercial customers or such other minimum frequency as provided by law. However, customers utilizing a roll-off Compactor Container shall have the ability to receive service on an on-call basis provided the roll-off Compactor is free from leaks or spillage. Permanent roll-off and Compactor Containers must be collected within 24 hours of customer request. There shall be no odor at any time emanating from the roll-off Compactor, or vermin in the immediate area. If complaints are received, or an inspection conducted by the Authority proves the roll-off Compactor violates any of the above criteria, the Contract Administrator will determine the frequency of service. The size of the Container and the frequency of collection shall be determined between the customer and the Contractor. However size and frequency shall be sufficient to provide that no Commercial Solid Waste need be placed outside the Container. Storage capacity shall be suitable for the amount of waste generated by the customer.
2. **Method of Collecting:** Service shall be provided by mechanical Container as defined herein. However, where a customer generates less than one (1) cubic yard per week of waste, alternate non-mechanical containers may be utilized (e.g., Garbage Can(s)). Commercial small waste generators who generate less than one (1) cubic yard per week may use up to three (3) Garbage Cans, and shall be charged the monthly rate, as set out in Exhibit II.

The Contractor shall provide Containers as necessary however, customers may own their Container provided that the customer is completely

responsible for its proper maintenance. Such customer provided Containers shall be of a type that can be serviced by the Contractor's equipment. All Commercial Solid Waste shall be placed in a Container, Compactor or acceptable other Garbage Can. Vegetative Waste shall not be commingled with Garbage. All Containers or Compactors shall be kept in a safe, accessible location agreed upon between the Contractor and the customer.

Compactors may be obtained by customers from any source provided that such Compactor must be of a type that can be serviced by the Contractor's equipment and the customer shall be completely responsible for its proper maintenance. Compactor frequency of collection shall be sufficient to contain the waste without spillage.

All Containers and Compactors provided by the Contractor shall be in good condition, painted and neatly labeled with the Contractor's name, phone number and size of Container and any other labeling as may be required by Authority rule. In the event a Compactor, which is provided by a source other than the Contractor, is damaged or in need of repair, Contractor shall provide front load Containers, or upon the written approval of the Contract Administrator a roll-off container which may be approved on a case by case basis, within 24 hours of notification sufficient to provide uninterrupted service to the customer until the Compactor is repaired or replaced. The Contractor may charge the customer in accordance with the rates set forth in Exhibit II.

In the event a Compactor, which is provided by the Contractor, is damaged or in need of repair, Contractor shall provide front load Containers, or upon the written approval of the Contract Administrator a roll-off container which may be approved on a case by case basis, within 24 hours of notification sufficient to provide uninterrupted service until the Compactor is repaired or replaced. The Contractor may charge the customer for collection and disposal only in accordance with rates set forth in Exhibit II.

3. Level, Type and Disclosure of Rates for Commercial Collection and Other Services:

- a. Commercial Collection Service:** The Contractor shall only charge rates as set out in Exhibit II or as otherwise allowed by this Agreement. The Contractor may not bill the customer more than thirty (30) days in advance unless otherwise requested by the customer. The customer shall subscribe to a level of service sufficient to meet the needs of the customer in a sanitary and efficient manner using the Level of Service form included in Exhibit II. However, upon failure of the parties to reach such an agreement, the Contract Administrator or his designee shall establish the level and type of service to be provided including the location, size of the Container and number of pick-ups per week and the "TOTAL RATE" to be charged within the approved rate limits contained in



Exhibit II. The Contractor will be responsible for the billing and collection of Commercial Solid Waste Collection Services, disposal tipping fees, Special Service(s) fees and Container rental charges except as otherwise provided in this Agreement.

- b. **Disclosure:** By October 1st of each year of this Agreement, the Contractor shall provide the customer an annual disclosure statement which may be placed either directly on the billing statement generated by the Contractor's billing system or on a separate cover letter included with the billing statement, and provide a Level of Service form as provided in Exhibit II. Contractor shall send a commercial customer list to the Authority as well as a master copy of the disclosure statement which includes the following language:

"REGULATION BY THE SOLID WASTE AUTHORITY"

The terms and conditions of this Commercial Solid Waste and Recycling Collection Service Agreement are regulated by a franchise granted by the Solid Waste Authority of Palm Beach County. Should the customer have any questions relating to the terms and conditions of this Agreement, the customer may call the Contract Administrator at 1-866-792-4636.

"COMMERCIAL COLLECTION CONTAINERS"

The commercial collection container shall be of a type that can be serviced by the Contractor's collection equipment. The customer may either purchase the commercial collection Container from any source or rent such Container from the Contractor at the rental rate as approved by the Authority. If the customer chooses to use a Compactor, the customer may rent, lease or own the Compactor from any source, provided that the Compactor can be serviced by the Contractor's collection equipment. Commercial collection Containers and Compactors shall be maintained in a serviceable, safe, and sanitary condition by the owner of the Container or Compactor. However, damage caused by the Contractor to a customer owned Container or Compactor shall be repaired at no cost to the customer or the Authority.

"SPECIAL SERVICES"

If the customer requests, the Contractor is required to provide special services for collection of solid waste such as rolling Containers out of storage areas, opening doors or gates for access, or other such special services. However, such special services may be provided by the customer, through its own or other personnel. If the Contractor provides special services, such charge must be separately stated under the "RATES FOR SERVICES" disclosure statement. The maximum for these special service rates are fixed by the Solid Waste Authority. A copy of these rates can be obtained from the Contractor or Contract Administrator.

The "RATES FOR SERVICES" statement shall incorporate or have attached a rate schedule which specifies the Collection Rate based on size of Container and frequency of service; TYPE indicating whether the Container is for Solid Waste or Recovered Materials, DISPOSAL based on a cost per cubic yard; CONTAINER RENTAL expressed in a monthly flat rate based on the size of the Container; and the cost

per month for each SPECIAL SERVICE REQUIRED BY THE CUSTOMER. The notification shall specify the size of Container and frequency of collection of each Container for each business, distinguishing between solid waste and recycling collection service. The notification shall specify in which Service Area the business is located. The notification shall itemize each cost individually. A sample notification shall be approved by the Contract Administrator or his designee before distribution to the customer.

- D. Method of Payment:** The Authority or its designee will be responsible for the billing and collection of payments for Residential Solid Waste Collection Service. The Contractor shall be responsible for billing and collection of payments for Commercial Solid Waste Collection Service at rates not to exceed those initially set out in Exhibit II as adjusted in subsequent years in accordance with Section 6 and Exhibit III. Contractor shall also be responsible for billing and collection of payments for Special Services related to Residential Solid Waste Collection Service.
- E. Hours of Collection:** Curbside Residential Solid Waste Collection Service shall be provided between the hours of 6:00 a.m. and 5:00 p.m. Monday through Saturday. Dwelling Units receiving Containerized Residential Solid Waste Collection Service and non-residential collection sites located within 150 yards of residential uses shall only be collected between the hours of 7:00 a.m. and 5:00 p.m. Monday through Saturday. Other nonresidential locations may be collected at any time. The hours of collection may be extended due to extraordinary circumstances or conditions with the prior consent of the Contract Administrator.
- F. Routes and Schedules:** The Contractor shall provide the Contract Administrator, in a format acceptable to the Contract Administrator, the schedules for all Collection routes and keep such information current at all times.

Proposed route or schedule changes in Service Area 3 located south of the L-32 Canal affecting dwelling units currently serviced on Monday and Thursday or Tuesday and Friday that would result in Saturday services will not be approved. If the Contractor desires to make subsequent changes in the curbside collection service routes or schedules that will result in a benefit to the community, a written request shall be made to the Contract Administrator not less than 60 days prior to the requested date of change. Such request shall include the proposed location and details of the route or schedule change, and the reason for change.

The Contract Administrator shall review requested day or starting point change(s) to routes and approve or deny the request(s) within 10 Business Days. The Contract Administrator's decision shall be final. In the event a requested route or schedule change is approved by the Contract Administrator, the Contractor shall notify the customer(s) affected in writing or other manner approved by the Contract Administrator not less than two (2) weeks prior to the change, at no cost to the Authority. Notification of day or starting point changes to routes for Curbside Residential customers shall be by door hanger, unless otherwise approved by the Contract Administrator, and distributed by the Contractor at no cost to the Authority

and the customer. Notification to Curbside customers shall be done twice - once two (2) weeks prior to the change and once one (1) week prior to the change. The Contractor shall provide a draft copy of the route change notification to the Contract Administrator for review and approval not less than three (3) weeks prior to printing and distribution.

- 5. RECYCLING COLLECTION SERVICE:** The Contractor shall provide Residential and Commercial Recycling Collection Service in the Service Area, as provided within the Agreement. The Authority or its designee shall be responsible for the billing and collection of payments for Residential Recycling Collection Services. The Contractor shall be responsible for billing and collection of Commercial Recycling Collection Service cost not being billed and collected by the Authority or its designee. Unless otherwise provided for in this Agreement, all Recovered Materials collected by the Contractor in the Service Area(s) must be collected in the manner and for the rates and fees provided herein, and delivered to the Authority's Recovered Materials Processing Facility or an Authority transfer station, or other facility designated in writing by the Contract Administrator. Notwithstanding the foregoing, the Contractor shall retain the right to continue to provide Commercial Recycling Collection Service to contractor's existing Commercial Recycling Collection Service customers in the Service Area, including the delivery of said materials to facilities not designated by the Authority, under agreements effective and in place as of the date of award of the franchise governed by this Agreement for the term of said agreements. Unless specifically provided to the contrary herein, Contractor shall not compete with the Authority for Recovered Materials within the Franchise area. Recovered Materials collected by the Contractor in the Service Area(s) pursuant to this Agreement may not be delivered to any facility other than those specified herein unless authorized by the Contract Administrator, in writing. In addition to the provisions and prohibitions provided for herein, Contractor is required to comply with all Federal, State and local laws, regulations and rules, including rules of the Authority, and is subject to the penalties provided for therein. To the extent that the requirements, prohibitions and penalties provided for in this Agreement are more stringent than those in Federal, State and local laws, regulations and rules, including rules of the Authority, this Agreement prevails. Contractor shall, upon request of the Authority, provide Authority with a list of all Commercial Recycling Collection Service customers in the Service Area as of the effective date of this Agreement, which list shall include the expiration date for each such customer.

A. Curbside Residential Recycling Collection Services will be governed by the following terms and conditions:

- 1. Conditions and Frequency of Service:** The Contractor shall provide Curbside Residential Recycling Collection Services to all Dwelling Units receiving Curbside Residential Solid Waste Collection Service located in the designated Service Area and to other such Dwelling Units as determined appropriate by the Contract Administrator. This service shall be provided once every week, unless otherwise specified by the Authority, on a scheduled route basis which shall coincide with one of the two regularly scheduled solid waste collection pick-up days.

Recovered Materials shall not be commingled with other Residential Solid Waste. Contractor's collection personnel shall not knowingly collect Recovered Materials and place in a solid waste collection vehicle or Garbage Can. Commingling of Solid Waste with Recovered Materials shall be subject to assessments as set forth in this Agreement. Recovered Materials set out for collection by Customers must be collected in a vehicle designated solely for the purpose of collecting Recovered Materials. Said vehicle shall contain signage designating the vehicle as such and include the Authority's toll-free new bin telephone number.

2. **Accessibility for and Manner of Curbside Recycling Collection:** Contractor shall collect all Recovered Materials placed in a Recycling Container or paper bag and additionally cardboard and/or paper bags, which may be placed beside the container, when any edge of said Recovered Materials is placed within six (6) feet of the curb, paved surface of the public road, closest accessible public right-of-way, or other such location agreed to by the Contractor that will provide safe and efficient access for the Contractor's collection crew and vehicle. The Contractor must collect as many Recycling Containers, paper bags, bundles, or flattened cardboard, as the customer sets out. Cardboard and/or paper bags shall be collected if placed next to, or inside, the Recycling Container(s). Where the resident is physically unable to deliver Recovered Materials to curbside and this is certified by the Contract Administrator, or the Dwelling Unit is located in such a manner as to prevent access to the Contractor's crew or vehicle, an alternative location may be arranged between the customer and the Contractor at no extra cost to the customer. In the event an appropriate location cannot be agreed upon, the Contract Administrator shall mediate the dispute and designate the location for pick-up, and such designation shall be final.
3. **Recycling Containers:** The Contractor shall ensure distribution of Recycling Containers as supplied by the Authority to each unit that is to receive Curbside Residential Recycling Collection Service in the Service Area. The title to these Recycling Containers shall be vested with the Authority. However, customers may use their own additional Recycling Containers or paper bags as long as they are similar and suitable for the service.

B. Containerized Residential Recycling Collection Services will be governed by the following terms and conditions:

1. **Conditions and Frequency of Service:** The Contractor shall provide Containerized Residential Recycling Service to Dwelling Units as are designated by the Authority that are located in the Service Area. Containerized Residential Recycling Service shall be provided at least once every week on a scheduled route basis as set out in paragraph 2 below, and up to twice a week as necessary during Peak Times of the year.



2. **Accessibility and Schedule for Containerized Residential Recycling Collection:** All Recovered Materials, with the exception of cardboard, are to be collected in a Recycling Container or Container designated for Recovered Materials which shall be located in such location and shall be collected on a schedule as mutually agreed to by the owner or governing association (of the multiple unit residential complex or development being serviced) and the Contractor that will provide safe and efficient access for the Contractor's collection crew and vehicle. Cardboard shall be collected if placed next to, or inside, the Recycling Container or Container. If there is a large amount of cardboard placed outside of the Container (i.e., in the case of a 101 gallon Container), an alternate, larger Container shall be provided, upon agreement by the customer and the Authority. In the event an appropriate location cannot be agreed upon, the Contract Administrator shall mediate the dispute and designate the location for pick-up, and such designation shall be final.

C. **Commercial Recycling Collection Service:** The Contractor shall provide Commercial Recycling Collection Services on behalf of the Authority for any business in the Service Area where the Authority has arranged, negotiated or contracted for such service, and Contractor shall have the right to solicit Commercial Recycling Collection Service agreements with any business in the Service Area upon terms and conditions consistent with this Agreement.

1. **Conditions and Frequency of Services:** The Contractor shall provide Commercial Recycling Collection Services to all businesses or commercial entities located in the designated Service Area resulting from its own solicitation, by request of the customer, or where a contract meeting the terms and conditions of this Agreement is arranged by the Contract Administrator or his designee. The size and frequency of service of the Container designated for Recovered Materials shall be determined by a waste audit and agreed to by the customer and the Contractor. However, size and frequency shall be sufficient to provide that no Recovered Materials need be placed outside the Container. Storage capacity shall be suitable for the amount of Recovered Materials generated by the customer. The Contractor shall provide Containers as necessary however, customers may own their Container provided that the customer is completely responsible for its proper maintenance. Such Containers shall be of a type that can be serviced by the Contractor's equipment. Compactors may be obtained by customers from any source provided that such Compactor be of a type that can be serviced by the Contractor's equipment and the customer shall be completely responsible for its proper maintenance. Compactor frequency of collection shall be sufficient to contain the Recovered Material without spillage. All Commercial Recovered Materials shall be placed in a Container, Compactor or other acceptable Recycling Container. All Containers and Compactors provided by the Contractor shall be in good condition, painted and neatly labeled with the Contractor's name, phone number and size of Container. All Containers and Compactors provided by the Contractor shall be clearly labeled to indicate they hold Recovered Materials only.

Recovered Materials shall not be commingled with other solid waste. Contractor's collection personnel shall not knowingly collect Recovered Materials and place them in a Solid Waste collection vehicle. Commingling of Recovered Materials with Solid Waste shall subject the Contractor to assessments as set forth in this Agreement. Recovered Materials set out for collection by customers must be collected in a vehicle designated solely for the purpose of collecting Recovered Materials and shall be delivered to a facility designated by the Authority. Said vehicle shall contain signage designating vehicle as such and include the Authority's toll-free new bin telephone number (1-866-639-2467).

Where Recycling Containers are used, they shall be placed at an accessible location or at such other single collection point as may be agreed upon between the Contractor and the customer. All Containers shall be kept in a safe, accessible location agreed upon between the Contractor and the customer.

2. **Level, Type and Disclosure of Rates for Commercial Recycling Collection and Other Services:** The customer shall subscribe to a level of service sufficient to meet the needs of the customer in a sanitary and efficient manner. However, upon failure of the parties to reach such an agreement, the Contract Administrator, or his designee, at the election of the customer and Contractor may establish the level and type of service to be provided including the location, size of the Container and number of pick-ups per week and the "TOTAL RATE" to be charged within the approved rate limits contained in Exhibit II. The Contractor will be responsible for the billing and collection of Commercial Recycling Collection charges except as otherwise provided in this Agreement.
3. **Ownership:** Notwithstanding any other provision of this Agreement, a commercial generator of Recovered Materials retains ownership of those materials until he or she donates, sells, or contracts for the donation or sale of those materials to another person or entity. Nothing in this Agreement shall prevent a Recovered Materials dealer or other person or entity properly registered to engage in the Recovered Materials business in Palm Beach County, whether for profit or nonprofit, from accepting and transporting commercially generated, Source Separated Recovered Materials from such commercial generator, provided however, that such activities are subject to applicable State and local laws, regulations and rules, including rules of the Authority, and provided that the transporter reports such information to the Authority in accordance with applicable State and local laws and rules, including rules of the Authority.

- D. **Authority Public Drop-off Recycling Collection Services:** The Contractor shall provide Public Drop-off Recycling Collection Services to all Authority Public Drop-off Locations within the unincorporated and municipal areas of the Service Area at the approved Commercial Recycling Collection Service collection rate set out in

Exhibit II as may be adjusted in accordance with Section 6 and Exhibit III. The Authority will provide the containers. The frequency of collection shall be sufficient to provide that no Recovered Materials need be placed outside the Container and shall be determined by the Authority. The Contract Administrator or his designee will establish the number of Containers to be collected and frequency of collection as defined in Exhibit VII. The Authority has the right to add or remove up to five (5) containers annually and/or increase or decrease service as deemed necessary.

The Contractor shall provide the Contract Administrator, in a format acceptable to the Contract Administrator, the schedules for all Collection routes and keep such information current at all times. Public Drop-off Commercial Recycling Container collection sites located within 150 yards of residential uses shall only be collected between the hours of 7:00 a.m. and 5:00 p.m. Monday through Saturday.

The Contractor shall bring Recovered Materials collected from the Public Drop-off locations to the Authority owned Recovered Materials Processing Facility or an Authority transfer station.

Authority owned Public Drop-off Recycling Collection Containers damaged by the Contractor shall be replaced at no charge to the Authority within three (3) Business Days.

- E. Method of Payment:** The Authority or its designee will be responsible for the billing and collection of payments for Residential Recycling Collection Service.

The Contractor shall be responsible for billing and collection of payments for Commercial Recycling Collection Service, not to exceed the rates as set out in Exhibit II. The rate set out in Exhibit II shall be adjusted in subsequent years in accordance with Section 6 and the Payment Adjustment Schedule (Exhibit III). The Authority shall provide recycling Containers for commercial customers utilizing a 95 or 101 gallon Container(s) at no charge to the Contractor or customer. The Contractor may be asked to bill the Authority or the customer for all or a part of the Containers used by the customer for Commercial Recycling Collection Service, at the rate set out in Exhibit II, as determined by the Contract Administrator.

- F. Hours of Collection:** Residential Recycling Collection Service shall be conducted between the hours of 6:00 a.m. and 5:00 p.m., Monday through Saturday. Dwelling Units receiving Containerized Residential Recycling Collection Service and nonresidential collection sites located within 150 yards of residential uses shall only be collected between the hours of 7:00 a.m. and 5:00 p.m. Monday through Saturday. Other nonresidential locations may be collected at any time. The hours of collection may be extended due to extraordinary circumstances or conditions with the prior consent of the Contract Administrator.

- G. Routes and Schedules:** Route and schedule changes shall be handled as specified in Section 4, Paragraph F.

H. Replacement of Recycling Containers for Residential Dwelling Units:

1. The Contractor will replace at its expense any Container or Recycling Container damaged through the fault or negligence of the Contractor or its personnel (including agents, employees or subcontractors) in accordance with Section 10, and report all such replacements to the Authority. Replacement Recycling Containers or Containers designated for Recycling for Residential Dwelling Units will be provided by the Authority with the cost for replacement containers deducted from the Contractor's monthly fees.
2. The Authority, at its expense, will supply to the Contractor, for distribution to the customer, replacement Recycling Containers or Containers which were originally provided by the Authority and lost or damaged by the occupant of a Dwelling Unit, and the Contractor shall report all such replacements to the Authority.
3. The Contractor shall promptly deliver Recycling Containers or Containers as requested by the Authority on behalf of the residential customers for the purpose of excess Recovered Materials or for new residential customers.

I. Contaminated Recovered Materials: In the event the curbside customer places solid waste in the Recycling Container(s) or Container(s), the Contractor must collect all Recovered Materials and leave the solid waste in the Recycling Container(s) or Container(s). The Contractor must then place a contamination sticker on the Recycling Container(s) or Container(s) advising the customer of the reason the solid waste was not collected. Contamination stickers will be provided to the Contractor by the Authority.

In the event the Contractor is unaware that a load of Recovered Materials collected pursuant to Residential Containerized Recycling Collection or Commercial Recycling Collection is commingled with Solid Waste, and the Contractor is charged a disposal fee by the Authority, the Contractor is authorized to make an effort to identify the customer responsible for the contamination and charge the customer the applicable disposal charges based on the size of the container serviced for that customer.

J. Recovered Materials Processing Facility: The Contractor shall deliver all Recovered Materials collected from the Service Area to the Solid Waste Authority RMPF, or a SWA transfer station or other facility designated, in writing, by the Contract Administrator.

K. Change in Scope of Recycling Collection Service: From time to time, at the sole option of the Authority, it may be necessary to modify the scope of Recovered Materials that will be included in Recycling Collection Service. Should this occur, the Authority and the Contractor agree to enter into good faith negotiations to amend this Agreement to reflect the impact of any such modification.

6. CHARGES, RATES AND LEVEL OF SERVICES:

- A. Solid Waste and Recycling Collection Rate Adjustments:** For all Collection services with the exception of those specifically excluded, the charges shall be initially based on the rates established in Exhibit II, and as subsequently adjusted pursuant to this Agreement. For all cost components other than fuel, the Contractor shall receive an annual adjustment in the Residential Solid Waste Collection Service, Residential Recycling Collection Service, Commercial Recycling Collection Service, and Commercial Solid Waste Collection Service and Residential Recycling Collection Service rates. At the end of the first year of this Agreement, and each year thereafter, the adjustment shall be made based on the Refuse Rate Index ("RRI") as set out in Exhibit III.

Additionally, for Residential Solid Waste Collection Service, Residential Recycling Collection Service, Commercial Recycling Collection Service and Commercial Solid Waste Collection Service the Contractor shall receive a monthly fuel price adjustment for the fuel cost component as set out in Exhibit III.

No change in rates except for the Payment Schedule adjustment as provided by this Agreement shall be made without the approval of the Authority Board. Annual rate adjustments shall be effective the following October 1, unless otherwise mutually determined by the Authority and the Contractor.

B. Billing, Collection, and Payments:

1. The Authority will be responsible for the billing and collection of payments for those units included in the Authority's mandatory Residential Solid Waste Collection Services and the Residential Recycling Collection Services programs. The Authority shall make monthly payments in arrears to the Contractor for the Residential Solid Waste Collection Service and Residential Recycling Collection Services provided pursuant to this Contract. The Contractor shall be entitled to payment for services rendered irrespective of whether or not the Authority collects from customers for such service. Payments from the Authority to the Contractor will be due and paid no later than the tenth day of the month following the month during which services were rendered.

On or before October 1, and before commencement of work by the Contractor under the terms of this Agreement, the Authority shall provide to the Contractor the estimated total number of units to be serviced. By November 1 of each Fiscal Year, the Authority shall provide to the Contractor a copy of the annual assessment roll providing a detailed listing of all the units to receive these services. Thereafter and for the duration of this Agreement, the Authority shall promptly notify the Contractor of new residential units to be served and/or deleted and payments will be adjusted accordingly. New Dwelling Units which are added for service during the Authority's Fiscal Year will be added to the customer service list and payment will be paid by the Authority to the Contractor in the Contractor's

monthly payment. Payment will be prorated based upon the day of Certificate of Occupancy and verification of the beginning of actual service, whichever is later. The payments from the Authority to the Contractor for units added by Certificate of Occupancy are paid no later than the tenth day of the month, two months following the month during which the Dwelling Unit is provided a Certificate of Occupancy. After the first year of the Agreement, the Dwelling Unit becomes part of the total number of the subsequent year's total number of units, provided annually to the Contractor on or before October 1.

2. In the event the Contractor provides service to Dwelling Units whose parcel was not included on the annual assessment roll provided by the Authority, the Contractor must provide a written list of such Dwelling Units to the Contract Administrator within 90 days receipt of the assessment roll. Upon receipt of such written list by the Authority, the Contract Administrator will verify the customer address and that service to the unit is proper within 30 days, and if proper, shall remit monthly payments to the Contractor for such service effective as of October 1 of that Fiscal Year or the date service began, whichever is later. If the Authority has not received notification within 90 days by the Contractor, no adjustments to payment will be made until the next Fiscal Year annual roll is certified for the same units. However, the Authority reserves the right to correct any errors of omission or commission per the laws and rules that govern the Authority. In the event the Authority pays the Contractor for a residential unit in error for whatever reason, the Contractor shall notify the Contract Administrator. Upon determination of any overpayment, the Contract Administrator will verify the error and make appropriate adjustment to the Contractor's payment to correct the error.

C. Solid Waste Disposal Costs: Collection service costs and Solid Waste disposal costs shall be treated separately for the Solid Waste Collection services being provided pursuant to this Contract. Residential and commercial Solid Waste disposal costs shall be separated from residential and commercial collection service costs as shown in Exhibit II. Residential disposal costs will be part of the special assessment billed by the Authority except as otherwise provided in this Agreement. The Contractor will be given a disposal credit for each residential unit as calculated in Exhibit II. The non-assessed portion of the commercial disposal costs will be part of the service charge billed by the Contractor. The Contractor shall pay the Authority for all Solid Waste disposal costs incurred for disposing of all Solid Waste at the Authority's Disposal Facilities except for the portion of disposal costs which have been separately credited by the Authority.

D. Extraordinary Rate Adjustment: The Contractor may petition the Authority at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the cost of operations that could not reasonably be foreseen by a prudent operator. The Contractor's request shall contain substantial proof and justification, as determined by the Contract Administrator, to support the need for the rate adjustment. The Authority may request from the Contractor, and the Contractor



shall provide, such further information as may be reasonably necessary in making its determination. The Authority Board, in its sole discretion, may approve or deny the request, in whole or in part, within 120 days of receipt of the request and all other additional information required by the Authority.

- E. Franchise Fee:** To compensate the Authority for the cost of administration, supervision and inspection rendered for the effective performance of this Agreement, as well as other costs related to Collection, the Contractor shall pay to the Authority a fee of three percent (3%) of all gross revenues charged for services or operations conducted in the Service Area. Solid Waste disposal costs paid by the Contractor to the Authority under this Agreement shall be deducted from the gross revenue total prior to calculation of the franchise fee due to the Authority. Franchise fees shall be payable within forty-five (45) days of the last day of each calendar quarter. A late charge of 1.5% of the monies due for the Franchise fee shall be calculated monthly until payment is received. Misrepresentation of revenues by Contractor shall result in the following: 1) Contractor must pay the Authority the calculated difference determined from the misrepresentation within five (5) Business Days; 2) Contractor must pay an additional 20% assessment based on the misrepresented amount; 3) Contractor shall submit a Certified Financial Statement on a quarterly basis for the remainder of the Agreement. Such Certified Financial Statement must include the opinion of a Florida Certified Public Accountant who has conducted an audit of the Contractor's books and records in accordance with generally accepted auditing standards which include tests and other procedures necessary, that the Financial Statements are fairly presented, in all material respects, in conformity with generally accepted accounting practices.
- F. Exclusive Franchise:** Authority agrees to assist the Contractor in taking timely action against any entity violating, and/or in defense of, the Contractor's exclusive franchise rights granted under this Agreement.
- 7. HOLIDAYS:** The Contractor shall not be required to perform Collection on Thanksgiving Day and Christmas Day. Residential Solid Waste, Recovered Material and Vegetative Waste not collected from curbside service customers on Thanksgiving Day and Christmas Day shall be collected on the next scheduled service day. Residential Solid Waste and residential Recovered Material not collected from container service customers shall be collected on the next Business Day. The Contractor shall not be required to maintain office hours on Thanksgiving Day and Christmas Day. However, on all holidays except Thanksgiving Day and Christmas Day, the Contractor shall provide collection of Commercial Solid Waste, Commercial Recovered Material, Residential Solid Waste, Vegetative Waste and Residential Recovered Material and provide for operations personnel to accept calls from the Authority and the Contractor's customers.
- 8. SPECIAL SERVICES:** Rates charged for Special Services may not exceed the special service rates as listed in Exhibit II. In the event the requested special service is not included within Exhibit II, the Contractor may negotiate with the customer for the rate. Upon failure of the parties to reach an agreement on the rate, the Contract Administrator shall establish the rate. The Contractor shall be responsible for billing and collection of payment for all Special Services.

9. **PUBLIC AWARENESS PROGRAM:** The Contractor shall assist the Authority with the Public Awareness Program by distributing door hangers, stickers, flyers or other medium to residential and commercial customers as requested by the Authority. Additionally it is the Contractor's responsibility to provide information about those customers who repeatedly do not prepare or set out their Recovered Material or solid waste as specified within this Contract to the Authority.

The Commercial Recycling customer will also be notified, by the Authority through the Contractor, about special commercial recycling events, workshops, educational forums and symposiums and other activities, as needed.

10. **TREATMENT OF CONTAINERS:** The Contractor shall collect Residential Solid Waste, Vegetative Waste and Recovered Materials and Commercial Solid Waste and Recovered Materials with as little disturbance as possible and shall leave any receptacle at the same point it was collected. Unless otherwise specified in this Agreement, any Container, Compactor or Recycling Container requiring repair, replacement or delivery for whatever reason shall be repaired and/or replaced or delivered within five (5) Business Days of the request of the customer or the Authority. Unless otherwise specified in the Agreement, any Container, Compactor or Recycling Container damaged by the Contractor or reported in poor condition by the customer or the Authority shall be repaired or replaced at the Contractor's expense. Unless otherwise specified in the Agreement, for Recycling Containers provided to the Contractor by the Authority, the cost of Recycling Containers provided to replace those damaged by the Contractor or reported in poor condition by the customer or the Authority shall be deducted from the Contractor's monthly fees. Garbage Cans shall be replaced as provided for in Section 18. Throwing of any Garbage Can, Container or Recycling Container is prohibited. The Contractor shall neatly re-place the Container, Recycling Container and Garbage Can to the point of collection.

11. **PERSONNEL OF THE CONTRACTOR:**

- A. The Contractor shall assign a qualified person or persons to be in charge of the operations within the service area and shall give the name(s), office and cellular telephone numbers and, if applicable, email address of the person(s) to the Contract Administrator.
- B. Supervisory personnel must be present on all routes to direct operations in a safe and satisfactory manner. All supervisory personnel shall operate a non-collection vehicle that is clearly marked with Contractor's name and office telephone number.
- C. Contractor shall provide personnel sufficient to complete all routes. Supervisory personnel may temporarily operate collection vehicles in an emergency situation.
- D. The Contractor shall keep all contact information provided to the Authority current at all times.
- E. The Contractor's collection employees shall wear a uniform or shirt bearing the company's name during operations.

- F. The Contractor's name and office telephone number shall be properly displayed on all Solid Waste and recycling collection vehicles and Containers provided by the Contractor. All vehicles utilized for the collection of Recovered Material shall be clearly identified for that purpose.
 - G. The Contractor shall provide operating and safety training for all personnel.
 - H. The Contractor's employees shall treat all customers in a polite and courteous manner.
 - I. The Contractor shall provide emergency contact name(s), office, home and cellular telephone numbers and email address for all key personnel.
 - J. In the event of a dispute between customer and Contractor, key personnel of the Contractor shall be available to meet with Contract Administrator or his designee as requested by the Authority.
 - K. Any employee of the Contractor who removes or diverts Solid Waste or Recovered Materials from the Authority's system without authorization shall be prohibited from providing solid waste or Recovered Materials collection services under this Agreement.
- 12. SPILLAGE:** The Contractor shall not litter or cause any spillage to occur upon the premises, roadway or the right-of-way wherein the collection shall occur. During hauling, all solid waste, Vegetative Waste and Recovered Materials shall be contained, tied, or enclosed so that leaking, spilling and blowing is prevented. In the event of any spillage or leakage, including but not limited to, hydraulic and other fluids from the collection vehicle or materials such as paint, by the Contractor, for any reason or source, the Contractor shall clean up all spillage and leakage at no cost to the Authority or the customer within two (2) Business Days unless otherwise specified within this Agreement.
- 13. SOLID WASTE AND RECOVERED MATERIALS PROCESSING FACILITIES:** All Residential Solid Waste, Vegetative Waste, and Recovered Material, and all Commercial Solid Waste and Recovered Material collected by the Contractor in the Service Area(s) pursuant to this Agreement shall be hauled to a Designated Facility. For all Service Areas the Contractor is free to use any suitable Designated Facility.

The Contract Administrator may specify in writing facilities not owned by the Authority as Designated Facilities. These facilities are supplemental to the facilities owned by the Authority. The Authority does not guarantee the continued availability of facilities not owned by the Authority. In the event a Designated Facility not owned by the Authority is unavailable, closes, or has its Designated Facility status revoked, Contractor shall use an alternate Designated Facility at no charge to the Authority.

Facilities managed and operated by the Authority, are periodically closed for maintenance an average of 30 Business Days every five (5) years. In the event a Designated Facility is closed, the Contractor shall take the solid waste, Vegetative Waste and Recovered Materials to another Designated Facility at no charge to the Authority, except as limited herein.



In the event an Authority owned Designated Facility closes more than 30 Business Days in a five (5) year period, for all routes in any Service Area, Contractor shall receive additional compensation for the additional travel time to an alternate Designated Facility. Contractor's rates shall be increased to 1.08 times the rate set out in Exhibit II, as adjusted by Exhibit III, if applicable, for each Business Day the Authority owned Designated Facility is closed in excess of thirty (30) Business Days and for each type of waste or Recovered Material for which acceptance is unavailable.

Unless otherwise specified in this Agreement, in the event that a load of Recovered Materials collected pursuant to Curbside Residential Recycling Collection Service or Containerized Residential Recycling Collection Service delivered to the Designated Facility contains more than 10%, by volume of the total load, material which is not Recovered Material or that there is more than 5% fiber products within the commingled Recovered Material or 5% commingled Recovered Material by volume within a load of fiber, the Authority has the right to reject the load and to charge the Contractor the full disposal fee for each ton within the load.

Unless otherwise specified in this Agreement, in the event that a load of Recovered Materials collected pursuant to Commercial Recycling Collection Service delivered to the Designated Facility contains more than 10% by weight or volume of the total load of solid waste, trash or commingle within a load of paper products, the Authority has the right to reject the load and to charge Contractor the full disposal fee for each ton within the load. The Contractor may pass this cost through to a commercial customer in the event that the Contractor can prove that the customer caused the contamination to the satisfaction of the customer. It is the responsibility of the Contractor to notify the Authority of any customer who has repeatedly contaminated the Recovered Materials.

The Authority currently operates a Dual Stream recycling program for both residential and commercial Recovered Materials. If at any time during the term of this Agreement the Authority begins to accept Single Stream Commercial Recovered Materials, the Authority reserves the right to designate a specific subset of facilities for the receipt and pre-processing of the material. The Authority shall designate at least one facility in each Service Area. In the event the Authority fails to designate at least one facility in a Service Area(s), Contractor's rates for Commercial Recycling Collection for those accounts receiving Single Stream Commercial Recovered Material Collection service shall be increased to 1.08 times the rate set out in Exhibit II, as adjusted by Exhibit III, if applicable, for each Business Day no such designated facility is provided in the Service Area(s).

- 14. COLLECTION EQUIPMENT:** The Contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor to adequately and efficiently perform the contractual duties specified in this Agreement. Collection equipment utilized in this Agreement shall be not more than five (5) years old upon commencement of this Agreement. Upon execution of this Agreement and semi-annually thereafter, the Contractor shall provide in a format specified by the Contract Administrator a list of the equipment to be used by the Contractor to provide services relating to this Agreement. Solid Waste collection equipment shall be of the enclosed loader packer type, or other equipment that meets industry standards and is approved by the Contract Administrator, unless otherwise provided within this Agreement. All Equipment shall be kept in good repair,



appearance and in a sanitary, clean condition at all times. Recovered Materials collection equipment shall be of a dual compartment type (one compartment for paper products; one compartment for other Recovered Material), separate trucks or other equipment that meets industry standards and are approved by the Contract Administrator, and must be compatible for unloading at the designated RMPF or transfer station. In the event a compacting vehicle is used for the collection of Recovered Materials, compaction pressure may not exceed 50 pounds per square inch for the commingled non-paper Recovered Materials to avoid glass breakage. Equipment utilized for the collection of Recovered Materials shall be clearly identified for that purpose. The Contractor shall have available reserve equipment which can be put into service within two (2) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties. Contractor shall notify the Contract Administrator or his designee by phone within two hours of any equipment breakdown. If the public road or public right-of-way in the Service Area is substandard, as specifically designated by the Contract Administrator, in writing, the Contractor must provide lightweight equipment to service these roads.

15. **VEGETATIVE WASTE:** All Vegetative Waste shall be collected separately from Residential Solid Waste and Recovered Materials. The Contractor must sweep the street clean and rake up any remnants of vegetation remaining following the collection of any Vegetative waste not collected on the regular scheduled Collection day. Contractor is not required to collect debris generated by Land Clearing activity which includes but is not limited to stumps, tree trunks and logs.
16. **SPECIAL WASTE, HAZARDOUS WASTE, BIOHAZARDOUS OR BIOMEDICAL WASTE AND SLUDGE:** The Contractor shall not be required to collect and dispose of Special Waste.
17. **OFFICE AND EQUIPMENT YARD:** The Contractor shall maintain an office and equipment yard within Palm Beach County where complaints from the Authority and commercial customer inquiries shall be received. It shall be equipped with sufficient telephones, with no less than two phone lines, and shall be open during normal business hours and shall have local customer service and sales representatives sufficient to provide adequate phone coverage and assistance to customers within their own Service Area(s) from 8:00 a.m. to 5:00 p.m., Monday through Friday and from 8:00 a.m. to 2:00 p.m. on Saturday, with the exception of Thanksgiving Day and Christmas Day. The Contractor shall provide a fax machine with a dedicated fax line and computer to receive complaints from the Authority. If during the term of this Agreement, the transmission of complaints is through electronic media (email), Contractor must have a dedicated computer with internet access to receive, process, and respond to such communication in the same timely manner as when fax communication was utilized. The Contractor shall provide an answering machine during non-office hours for customer requests and questions to be responded to during the following Business Day. The Contractor shall provide a contact person for the Authority to reach during all non-office hours. The contact person must have the ability to authorize Contractor operation in the case of Authority direction or situations requiring immediate attention. An equipment yard must be established within Palm Beach County no later than September 1, 2013. Failure to establish an office and equipment yard may result in loss of franchise, pending the Contract Administrator's review of whether the



Contractor is using his best efforts to establish an equipment yard in a timely manner. Equipment yard means a real property location that shall be utilized by the Contractor for the storage and keeping of all equipment needed by the Contractor to provide all services under this Agreement in the Service Area.

- 18. COMPLAINTS:** All service complaints shall be directed to the Contract Administrator, or his designee. The complaint will be forwarded to the Contractor by telephone, computer or electronic media not less than twice daily where it shall be recorded on a complaint log by the Contractor. The complaint shall be resolved no later than 3:00 p.m. the next Business Day after it is received by the Contractor. When the complaint is received on a Saturday or the day preceding Thanksgiving Day and Christmas Day, it shall be resolved by the Contractor no later than the next regular working day.

When the Contract Administrator or his designee notifies the Contractor of a complaint, the Contractor shall take the appropriate steps that may be necessary to resolve the complaint by 3:00 p.m. on the next Business Day after its receipt. If a complaint cannot be resolved by 3:00 p.m. on the next Business Day following scheduled Collection day, the Contract Administrator shall be notified in writing of reason for non-resolution of complaint.

Non-conforming solid waste, Recovered Materials and Vegetative Waste not properly tagged by the Contractor shall be collected by the Contractor by 3:00 p.m. on the next Business Day following scheduled Collection day. Complaints of sloppy service provided by Contractor, including, but not limited to solid waste, Recovered Materials or Vegetative Waste being left in the roadway or Garbage Cans not being returned to point of collection on the scheduled Collection day shall be resolved by 5:00 p.m. on the same day.

The Contractor shall investigate and provide the Contract Administrator or his designee with a full written explanation of the disposition of any complaint involving a claim of damage to private or public property as a result of actions of the Contractor's employees, agent, or sub-contractors within 24 hours of receipt. The Contract Administrator will consider all documentation provided and make final determination of party responsibility. If the Contractor fails to provide a written explanation of the disposition of such complaints within 24 hours of receipt, determination of responsibility shall be in favor of the customer and Contractor shall be held liable for all necessary repairs. Any damage shall be repaired within five (5) Business Days, with the exception of mailboxes and Garbage Cans, which shall be repaired or replaced within three (3) Business Days. With regard to complaints of damage to or missing Garbage Cans, on an annual basis Contractor, at its expense, shall replace a minimum number of Garbage Cans per Service Area as set forth in Exhibit V. Replacement Garbage Cans shall be similar in size and style as that which was reported as damaged or missing and shall be replaced to the satisfaction of the customer. Once the minimum number of Garbage Can replacements as set forth in Exhibit V has been met, Contractor shall be responsible for replacing, at its expense, any additional Garbage Can(s) determined to be damaged or missing through negligence of Contractor's personnel (including agents, employees or subcontractors) however Contractor shall not be required to replace Garbage Cans which exhibit signs of normal wear and tear. In the case of an unresolved dispute, the Contract Administrator's or his designee's decision shall be final.



19. QUALITY OF PERFORMANCE OF CONTRACTOR: It is the intent of this Agreement to ensure that the Contractor provides high quality services.

A. Complaints: All complaints received by the Contract Administrator, or his designee, and reported to the Contractor shall be promptly resolved pursuant to the provisions of Section 18 of this Agreement. Complaints shall not include customer informational requests or Recycling Container requests. A complaint not resolved by 3:00 p.m. on the next Business Day, unless otherwise provided in this Agreement, shall count as two complaints. In the event complaints received from curbside customers exceed any of the following percentage(s), which reflect the percentage of the residential curbside customers within the Service Area served by the Contractor during any Fiscal Year, the Contract Administrator shall levy as liquidated damages in the amount of \$200.00 per incident to reimburse the Authority for the cost of receiving, logging, investigating, and following up on the complaint.

<u>Complaint Type</u>	<u>Annual %</u>	<u>Monthly %</u>
Garbage, Trash and Damage	4%	0.5%
Recycling	2%	0.25%
Vegetation	2.5%	0.35%

B. Other Administrative Charges: In addition to the liquidated damages provided for in Subsection 19A related to customer complaints, the Contract Administrator may, without regard to the percentage of customer complaints, also levy liquidated damages at the rate of \$200.00 per day per incident for any other infraction of this Agreement to reimburse the Authority for the cost of receiving, logging, investigating and following up on the complaint and or failure to perform, and additional costs that cannot be reasonably quantified. Such infractions include but are not limited to:

1. Failure to provide clean, safe, sanitary equipment;
2. Failure to maintain office hours as required;
3. Failure to provide documents and reports in a timely and accurate manner;
4. Failure to repair or replace and/or deliver a Container, Compactor, Recycling Container, Garbage Can, or mailbox within the required time period;
5. Failure to clean spillage other than the clean-up required by the Palm Beach County Health Department, as provided in Section 19(C)4 below;
6. Failure to cover and or secure materials on collection vehicles;
7. Collection employees out of uniform;
8. Name and phone number, and if applicable, size not displayed on Collection vehicles or Containers;
9. Failure to provide schedule and route maps;
10. Using an improper truck for the specific service provided;
11. Failure to submit a disclosure notice to either a customer or the Contract Administrator;
12. Failure to report recycling activity monthly (on or before the 10th day of the following month), in the format determined by the Authority, for the purpose of tracking and verifying countywide recycling activity;



13. Failure to collect Recovered Materials, Solid Waste or Vegetative Waste on schedule for any customer who has been missed more than three times within a 12 month period;
14. Failure to respond to customer calls, including all residential and commercial customers, in a timely and appropriate manner;
15. Failure to place a contamination sticker in Recycling Containers, as required;
16. Failure to repair damage to property resulting from Contractor's (including agents, employees or subcontractors) equipment failure or negligence within five (5) Business Days.

C. Major Prohibitions and Liquidated Damages: The following constitute serious violations of this Agreement that have negative impacts on the Authority, the costs of which are not reasonably quantifiable, and are subject to liquidated damages and potentially loss of Franchise.

1. Intentionally commingling Solid Waste, Vegetative Waste and/or Recovered Materials (including commingling recovered fiber with recovered commingle material, or recovered dual stream material with recovered single stream material in the event that the Authority authorizes single stream Commercial Recycling Collection Service) is prohibited and may result in liquidated damages in the amount of \$5,000.00 per incident to reimburse the Authority for the cost of inspecting, sorting, handling and disposing of the contaminated load, and the costs associated with potential injury to employees and workers who are exposed to said contamination, and upon the fifth offense may constitute default of contract and result in loss of Franchise.
2. Changing routes, including the starting point of a route without approval from the Authority or notification to the Authority and the customer is prohibited and will result in liquidated damages of \$2,000.00 per incident to reimburse the Authority for the costs of managing the service disruption, including the cost of receiving, logging, investigating and following up on customer complaints, communicating with the Contractor and coordinating the return to normal service. Additionally, the Contractor shall be required to return to the previous route(s) and schedule and properly notify customers in accordance with the requirements of this Agreement at no cost to the Authority or customer.
3. Billing commercial customers service charges unauthorized by this Agreement, such as special fuel surcharges, handling charges or billing charges is prohibited and will result in the assessment of liquidated damages in the amount of \$500 per incident to compensate the Authority for the cost of receiving, logging, investigating and following up on customer complaints, communicating with the Contractor and the customer, and coordinating the reimbursement to the customer for all non-approved charges. Contractor shall also be required to reimburse the customer for all non-approved charges paid by the customer.
4. Violating the exclusive Franchise in another contractor's Service Area without approval from the Authority is prohibited and will result in the assessment of liquidated damages of \$5,000.00 per incident to compensate



the Authority for managerial, and investigative costs associated with defending and reinstating the exclusive Franchise rights of the Authority's franchisee, in addition to reasonable attorneys fees incurred by the Authority. Additionally, Contractor will be required to pay restitution to the offended contractor in an amount equal to the contractor's lost collection charges at the rate per cubic yard, or pull, whichever is applicable, as of the time of the infraction for every cubic yard, or pull.

5. Failure to clean up spillage of any substance required to be cleaned up by and in accordance with the Palm Beach County Health Department will result in the assessment of liquidated damages in the amount of \$2,500.00 per day, per incident to compensate the Authority for the cost of receiving, logging, investigating and following up on customer complaints, assessing the extent of the damage, and communicating with the Contractor, the Health Department and the customer(s). Additionally, in the event of such failure to clean up spillage, the Authority retains the right to perform or contract for the performance of such clean-up and assess the Contractor for all costs incurred.
6. The Contractor, providing Collection service on behalf of the Authority, excepting as provided for in Section 5, is required to deliver all Commercial and Residential Solid Waste, Vegetative Waste and Recovered Materials collected pursuant to this Agreement to disposal facilities and/or Recovered Materials Processing Facilities, designated by the Authority. Diversion of these materials to any facility not designated by the Authority without the written consent of the Contract Administrator, whether within or outside Palm Beach County, is prohibited and will result in the following assessments:

The first offense will result in the assessment of liquidated damages in the amount of \$100,000.00 to compensate the Authority for the investigative and legal costs and expenses incurred to ascertain and quantify the extent of the violation. Additionally, in the case of Solid Waste, the Contractor shall reimburse the Authority for lost revenue based on the per ton tipping fee for garbage in effect at the time of the offense for each ton of material diverted, plus reimbursement for lost energy revenues, if any. In the case of Recovered Material, in addition to liquidated damages, the Contractor shall reimburse the Authority for lost net revenue based solely on the then current average commodity value as determined by Authority sales and the then current incremental processing cost paid by the Authority for processing at the Authority-owned Recovered Materials Processing Facility.

The second offense may result in, loss of franchise(s) and a ten (10) year ban on the ability to bid on future Solid Waste Authority of Palm Beach County Solid Waste and recycling collection agreements.

Provided that the Contractor provides timely notification to the Authority, and notwithstanding the above, the parties agree that it is not the intent of

this subsection to punish the Contractor, beyond the payment of restitution, for the random, infrequent or inadvertent actions of an employee, acting in a manner other than as directed by the Contractor, that result in the diversion of materials from an Authority approved facility.

To the extent allowed by law, the imposition of the above liquidated damages is in addition to any fines or penalties that may arise out of any proceeding, criminal or civil, for violations of the Palm Beach County Solid Waste Act (Ch. 2001-331), any Authority rule, or any other Federal, State, or local act, ordinance, resolution or rule.

7. Failure to complete, defined as failing to provide scheduled service to a minimum of 95% of the households, a route or community on the regular scheduled pick-up day shall result in the assessment of liquidated damages in the amount of \$1,000.00 for each route/community per day not completed to reimburse the Authority for the value of services not rendered, costs of managing the service disruption, including the cost of receiving, logging, investigating and following up on customer complaints, communicating with the Contractor and coordinating the return to normal service. Each missed route/community shall be completed by 10:00 a.m. of the next Business Day following regular scheduled collection day. Failure to collect missed routes/communities by 10:00 a.m. the next Business Day as required will result in an additional \$1,000.00 assessment for each route/community not completed.

For the purpose of this Section, the Contract Administrator may deduct any charges from payments due or to become due to the Contractor. In the event the Contractor fails to repair damages as a result of the Contractor's equipment failure or negligence within the time provided within this Agreement, the Contract Administrator may arrange for the repairs and assess the Contractor for the cost of the repairs and any applicable administrative charges. The Contract Administrator may assess administrative charges and liquidated damages pursuant to this Section on a monthly basis in connection with this Agreement and shall at the end of each month during the term of this Agreement notify the Contractor and the Governing Board of the Authority in writing of the charges assessed and the basis for each assessment. In the event the Contractor wishes to contest such assessment it shall, within five (5) Business Days after receiving such monthly notice, request in writing an opportunity to be heard by the Authority Board and present its defense to such assessment. Notwithstanding the foregoing, any individual assessment of liquidated damages in an amount greater than or equal to \$10,000, or loss of Franchise, shall be imposed only upon the prior approval of the Governing Board of the Authority.

The Authority shall notify the Contractor in writing of any action taken with respect to Contractor's claims and the decision of the Authority Board will be final. Any aggrieved party that wishes to appeal may apply in the Circuit Court of Palm Beach County, Florida, within thirty (30) days of the rendition of such decision, for review by Writ of Certiorari in accordance with the applicable Florida Appellate Rules.



D. Filing of Requested Information and Documents:

1. In addition to any other requirements of this Agreement, the Contractor shall be required to file pertinent statistical and aggregate cost information pertaining to solid waste Collection and recycling Collection services that is requested by the Authority. The results of all recycling activity conducted by the Contractor in the Service Area during each month, whether residential or commercial, shall be reported accurately to the Authority, in a format and with such dates as specified by the Authority, on or before the 10th day of the following month.
2. The Contractor shall file and keep current with the Authority all documents and reports required by this Agreement. By September 1st of each year this Agreement is in effect, the Contractor shall ensure and certify to the Authority, in a format acceptable to the Contract Administrator, that all required documents are current and on file with the Authority.
3. The Contractor shall maintain a detailed list of collection vehicles and route schedules and maps for the term of this Agreement and each month shall file a written report of equipment and routes, or as requested by the Contract Administrator, in a format as provided by or acceptable to the Contract Administrator.
4. Annually, no later than the last Business Day of October, the Contractor shall provide the Authority a list of all residential and commercial roll-off compactors or permanent roll-off containers within the Service Area. The list shall include at a minimum the customer name, customer contact person, customer contact telephone number, service address, compactor or container size, Authority decal number, and level of service,
5. Failure to file any document or report within three (3) Business Days of the required filing date, except where granted an extension by the Contract Administrator, may result in the assessment of liquidated damages as authorized pursuant to this Section 19.

20. NATURAL DISASTERS: In the event of a hurricane, tornado, major storm or other natural disaster, the Contractor's sole responsibility shall be to reestablish regular routes and schedules for the collection of Solid Waste, Recovered Materials, and Vegetative Waste as soon after the natural disaster as possible. The collection and disposal of Solid Waste shall be the highest priority. The collection and disposal of debris generated by a natural disaster shall not be the responsibility of the Contractor. Under a separate Agreement, the Authority shall procure collection and disposal services for debris generated by a natural disaster. The Contractor agrees to provide full cooperation with the Authority and the debris collection contractor in the aftermath of a natural disaster in an effort to return the county to its pre-disaster state, and resume normal collection services.



21. **FORCE MAJEURE:** Neither the Authority nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Force Majeure, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by a Force Majeure event, give written notice to the other party describing the Force Majeure preventing continued performance of the obligations of this Agreement.

22. **PERMITS AND LICENSES:** The Contractor shall obtain, at their own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect throughout the Term of this Agreement. Any changes of the licenses or permits shall be reported to the Authority within ten (10) Business Days of the change. Failure to obtain and maintain all permits and licenses, including but not limited to any permit or license which may in the future be required by the Authority to engage in the business of Collection in Palm Beach County, shall constitute an event of default.

23. **PERFORMANCE BOND:** The Contractor shall furnish to the Authority a performance bond executed by a surety company rated A- VII or higher by A.M. Best & Co., having a successful record of continuous operation, and licensed, admitted and authorized to do business in the State of Florida and/or a clean irrevocable letter of credit issued by a bank within Palm Beach County to ensure the faithful performance of this Agreement and all obligations arising hereunder in the appropriate amount determined in accordance with Exhibit IV, attached. A clean, irrevocable letter of credit or bond, either of which meeting the requirements of this section, may be substituted for the other upon approval by the Authority. The form of this bond or letter of credit, and the Surety Company, shall be acceptable to Authority legal counsel and the Contract Administrator and shall be maintained during the term of this Agreement as provided in Section 1. The bond(s) shall be endorsed to show the Authority as obligee and it shall provide that bond(s) shall not be canceled, limited or non-renewed until after thirty (30) days' notice has been given to the Authority. Current performance bonds evidencing required coverage must be in force and on file at the Authority at all times.

24. **INSURANCE:**

- A. **Worker's Compensation Insurance:** Worker's Compensation coverage must be maintained in accordance with statutory requirements as well as Employer's Liability Coverage in an amount not less than \$100,000.00 per each accident, \$100,000.00 by disease and \$500,000.00 aggregate by disease.
- B. **Liability Insurance:** The Contractor shall, during the term of this Agreement, and any extensions hereof maintain in full force and effect commercial general liability insurance policy and automobile liability insurance policy, which specifically covers all exposures incident to the Contractor's operations under this contract. Such



insurance shall be with an insurance company with a current AM Best Rating of A-VII or better, and authorized to do business in the state of Florida and each policy shall be in an amount of not less than \$1,000,000.00 Combined Single Limit for personal bodily injury, including death, and property damage liability and the general liability shall include but not be limited to coverage for Premises/Operations, Products/Completed Operations, Contractual, to support the Contractor's Agreement or indemnity and Fire Legal Liability. In addition to the above liability limits, the Contractor shall maintain \$5,000,000.00 in umbrella and/or excess liability coverage. Policy(ies) shall be endorsed to show the Authority, a political subdivision of the State of Florida, as an additional insured as its interests may appear and shall also provide that insurance shall not be canceled, limited or non-renewed until after thirty (30) days' written notice has been given to the Authority. Current certificates of insurance evidencing required coverage must be on file with the Authority at all times. Contractor expressly understands and agrees that any insurance protection furnished by Contractor shall in no way limit its responsibility to indemnify and save harmless Authority under the provisions of Section 26 of this Agreement.

25. **INDEMNIFICATION:** The Contractor will hold the Authority harmless from any and all liabilities, losses or damages the Authority may suffer as a result of claims, demands, costs or judgments against the Authority arising out of the acts or omission of the Contractor or its employees, which said liabilities, losses, damages, claims, demands, costs or judgment arise out of the matters which are the subject of this Agreement and the work to be performed thereby. The Contractor shall not be responsible for nor be required to indemnify or hold the Authority harmless for any act, omission, negligence or other liability to the extent caused by the act or omission of the Authority or any one of its employees or agents.
26. **ACCESS AND AUDITS:** The Contractor shall maintain within Palm Beach County adequate records of the solid waste collection and/or recycling services for every year of the Agreement and for five (5) years following the end of the term of this Agreement. Upon request, the Authority or its designee shall have the right to review all records maintained by the Contractor upon 48 hours written notice. In the event that the Authority exercises its right to review under this Section within the term of this Agreement or within the five (5) year period following the end of the term of this Agreement, Contractor must then continue to maintain all records until released by the Authority. If the Contractor fails to maintain records as required pursuant to this Section or infringes the Authority's right to review said records at any time during the period beginning on the date of execution of this Agreement and ending on the date five (5) years after the end of the term of this Agreement, or in the event the Authority has exercised its right to review, the date beyond the date five (5) years after the end of the term of this Agreement that the records are released by the Authority, the Authority will suffer damage, the amount of which is difficult or impossible to ascertain. Therefore, as a consequence of the aforementioned failure, and in addition to the liquidated damages specifically provided for in this Agreement, the Contractor shall pay to the Authority, as liquidated damages, the sum of \$1,000,000.
27. **POINT OF CONTACT:** All dealings, contacts, notices, and payments between the Contractor and the Authority shall be directed by the Contractor to the Contract Administrator or designee.



28. **NOTICE:** Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

AS TO THE AUTHORITY:

**Solid Waste Authority of Palm Beach County
7501 North Jog Road
West Palm Beach, Florida 33412**

Attention: Contract Administrator Copy to: Executive Director

AS TO THE CONTRACTOR:

Attention: _____

Notices shall be effective when received at the address as specified above. Changes in the respective address to which such notice is to be directed may be made from time to time by written notice. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next Business Day. The original of the notice must additionally be mailed as required herein.

29. **DEFAULT OF CONTRACT:**

- A. The Authority may cancel this Agreement, except as otherwise provided below in this section, by giving Contractor thirty (30) days advance written notice, to be served as hereafter provided, upon the happening of any one of the following events:
1. Contractor shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or state of the United States or any state thereof, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
 2. By order or decree of a Court, Contractor shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of the Contractor, seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that if any such judgment or order is stayed or vacated within sixty (60) days after the entry thereof, any notice of cancellation shall be and become null, void



and of no effect; unless such stayed judgment or order is reinstated in which case, said default shall be deemed immediate; or

3. By or pursuant to or under authority of any legislative act, resolution or rule or any order or decree of any Court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the property of the Contractor, and such possession or control shall continue in effect for a period of sixty (60) days; or
 4. The Contractor has defaulted, by failing or refusing to perform or observe the terms, conditions or covenants in this Agreement or any of the rules and regulations promulgated by the Authority pursuant thereto or has wrongfully failed or refused to comply with the instructions of the Contract Administrator relative thereto, whether such default is considered minor or major, and said default is not cured within thirty (30) days of receipt of written notice by Authority to do so, or if by reason of the nature of such default, the same cannot be remedied within thirty (30) days following receipt by Contractor of written demand from Authority to do so, Contractor fails to commence the remedy of such default within said thirty (30) days following such written notice or having so commenced shall fail thereafter to continue with diligence the curing thereof (with Contractor having the burden of proof to demonstrate [a] that the default cannot be cured within thirty [30] days, and [b] that it is proceeding with diligence to cure said default, and such default will be cured within a reasonable period of time).
- B. However, notwithstanding anything contained herein to the contrary, failure of Contractor to provide collection service for a period of two (2) consecutive scheduled Business Days, the Authority may secure the Contractor's billing records (at the request of the Authority, the Contractor shall immediately provide such records). On the third Business Day, in order to provide interim collection services, the Authority may hire an alternate service provider until such time as the matter is resolved and the Contractor is again able to perform pursuant to this Agreement; provided, however, if the Contractor is unable for any reason or cause to resume performance at the end of thirty (30) Business Days all liability of the Authority under this Agreement to the Contractor shall cease and this Agreement may be deemed immediately terminated by the Authority. The cost to provide interim collection service, including all of the Authority's costs, shall be at the Contractor's expense, paid by the Authority and deducted from Contractor's payment(s).
- C. Notwithstanding the foregoing and as supplemental and additional means of termination of this Agreement under this Section, in the event that Contractor's record of performance shows that Contractor has frequently, regularly or repetitively defaulted in the performance of any of the covenants and conditions required herein to be kept and performed by Contractor, in the opinion of Authority and regardless of whether Contractor has corrected each individual condition of default, Contractor may be deemed a "habitual violator", shall forfeit the right to any further notice or grace period to correct, and all of said defaults shall be considered cumulative and



collectively, shall constitute a condition of irredeemable default. The Authority shall thereupon issue Contractor final warning citing the circumstances therefore, and any single default by Contractor of whatever nature, subsequent to the occurrence of the last of said cumulative defaults, shall be grounds for immediate termination of this Agreement. In the event of any such subsequent default, Authority may terminate this Agreement upon the giving of written Final Notice to Contractor, such cancellation to be effective upon the fifteenth consecutive calendar day following the date of Final Notice, and all contractual fees due hereunder plus any and all charges and interest shall be payable to said date, and Contractor shall have no further rights hereunder. Immediately upon receipt of said Final Notice, Contractor shall proceed to cease any further performance under this Agreement.

D. In the event of any of the aforesaid events specified in paragraphs A, B, and C above and except as otherwise provided in said paragraphs, termination shall be effective upon the date specified in Authority's written notice to Contractor and upon said date this Agreement shall be deemed immediately terminated and upon such termination all liability of the Authority under this Agreement to the Contractor shall cease, and the Authority shall have the right to call the performance bond and shall be free to negotiate with other Contractors for the operation of the herein specified services. The Contractor for failure to perform shall reimburse the Authority all direct and indirect costs of providing interim collection service.

30. PUBLIC WELFARE: The Authority shall have the power to make changes in or to impose new and reasonable rules and regulations on the Contractor under this Agreement relative to the method of collection and disposal of Garbage, Trash, Bulk Trash, Vegetative Waste or Recovered Materials as shall from time to time be necessary and desirable for the public welfare; provided, however, that any such rule or regulation shall be delivered to and accepted for by the Contractor, or if the Contractor is a corporation, by an officer thereof. The Authority shall give the Contractor reasonable notice of any proposed change and an opportunity to be heard concerning those matters. The method of collection and disposal of Solid Waste and Recovered Materials set out herein shall also be liberally construed to include, but not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor. The Contractor shall be reasonably and appropriately compensated as determined by negotiation and Agreement between the Authority and the Contractor for any additional services or other obligations required of the Contractor due to any modification in the Agreement under this Section.

31. RIGHT TO REQUIRE PERFORMANCE: The failure of the Authority at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the Authority thereafter to enforce the same. Nor shall waiver by the Authority of any breach of any provisions hereof be taken or held to be waived of any succeeding breach of such provisions or as a waiver of any provision itself.

32. TITLE TO WASTE: The Authority shall, at all times, hold title and ownership to all Commercial Solid Waste, Recovered Materials and Vegetative Waste and Residential Solid Waste, Vegetative Waste, and Recovered Materials and all other waste collected by the Contractor pursuant to this Agreement and the Contractor shall have no right to take, keep, process, alter, remove or otherwise dispose of any such materials without specific written authorization from the Contract Administrator.



33. **GOVERNING LAW AND VENUE:** Any and all legal action necessary to enforce the Agreement will be held in a state court of competent jurisdiction located in Palm Beach County and the Agreement will be interpreted according to the laws of Florida.
34. **COMPLIANCE WITH LAWS:** The Contractor shall conduct operations under this Agreement in compliance with all applicable laws, regulations and rules.
35. **SEVERABILITY:** The invalidity, illegality, or non-enforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.
36. **ASSIGNMENT:** No assignment of this Agreement or any right occurring under this Agreement shall be made in whole or part by the Contractor without the express written consent of the Authority. The Authority shall have full discretion to approve or deny, with or without cause, any proposed assignment or assignment by the Contractor. Any assignment of this Agreement made by the Contractor without the express written consent of the Authority shall be null and void and shall be grounds for the Authority to declare a default of this Agreement and immediately terminate this Agreement by giving written notice to the Contractor, and upon the date of such notice this Agreement shall be deemed immediately terminated, and upon such termination all liability of the Authority under this Agreement to the Contractor shall cease, and Authority shall have the right to call the performance bond and shall be free to negotiate with other contractors or any other person or company for the service of the franchise area which is the subject of this Agreement. In the event of any assignment, assignee shall fully assume all the liabilities of the Contractor.

It is the intent of the parties that no person, corporation or company, whether by itself or through a relative, itself or through its parent(s), subsidiary(s) or holding companies, shall at any time hold or have control of more than three (3) of the four (4) Solid Waste and Recycling Collection Franchise Service Areas identified as Service Area 1, Service Area 2, Service Area 3, and Service Area 4, nor exceed this amount from the acquisition of an additional franchise.

For purposes of this section a parent, subsidiary or holding company shall mean any person, corporation or company holding, owning or in control of more than 10% of the stock or financial interest of another person, corporation or company.

37. **MODIFICATION:** This Agreement constitutes the entire contract and understanding between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto. Such modification shall be in the form of an Amendment executed by both parties.



- 38. INDEPENDENCE OF AGREEMENT:** It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing the relationship of co-partners between the parties hereto, or as constituting the Contractor as the agent, representative or employee of the Authority for any purpose whatsoever. The Contractor is to be and shall remain an independent contractor with respect to all services performed under this Agreement.
- 39. ANNEXATIONS AND INCORPORATIONS:** Adjustments to Service Area boundaries and the rights of the parties to this Contract due to municipal annexation or contraction will be as provided by Florida Statutes Section 171.062, as amended, or its successor. Adjustments to Service Area boundaries and the rights of the parties to this Agreement due to incorporation will be as provided by Florida Statutes Section 165.061, as amended, or its successor.
- 40. CHANGE OF LAW:** The parties understand and agree that the Florida Legislature from time to time has made comprehensive changes in Solid Waste Management legislation and that these and other changes in law in the future, whether federal, state or local, which mandate certain actions or programs for counties or municipalities may require changes or modifications in some of the terms, conditions or obligations under this Agreement. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law.

To the extent that any law effective after the opening and awarding of bids for this Agreement is in conflict with, or requires changes in, the provisions of collection service or exclusive rights set out in this Agreement, the parties agree to enter into good-faith negotiations for the resolution of any such changes in this Agreement as a result of change in law.

- 41. OTHER RATE ADJUSTMENTS:** The Authority will strictly enforce all of the provisions of the Franchise Agreement including liquidated damages clauses for any performance quality problems. The Contractor shall not be allowed rate increases on the basis that the Contractor bid too low or agreed to do the work for a lower bidder's price. Non-performance of Franchise Agreement or a request for a rate increase, either of which are attributed to the Contractor accepting the Franchise Agreement award at an insufficiently low rate, may, at the Authority's sole discretion, result in cancellation of all Solid Waste and Recycling Collection Franchise Agreements for all Service Areas entered into with the Contractor.
- 42. SMALL BUSINESS ENTERPRISE AND LOCAL BUSINESS PARTICIPATION**

A. SMALL BUSINESS ENTERPRISE

The Authority Governing Board has set fifteen (15) percent as the Authority's goal for local Small Business Enterprise (SBE) participation in this contract. The percentage of participation shall be calculated by dividing the actual payments made to local certified SBEs providing goods and/or services necessary to support the required services under the agreement by 60% of Net Total Expenses which Net Total Expenses are defined as the total revenues received by Contractor, from any source, to provide the services required by this Agreement less disposal fees paid to the Authority.



The goal is to encourage doing business with local SBEs with certifications from the Palm Beach County Office of Small Business Assistance or any other Florida governmental agency. The Authority does not have a certification program therefore proof of current certification from one of the above listed sources will be required. For the purposes of this requirement, the term "local SBE" means a SBE, certified by the Palm Beach County Office of Small Business Assistance or any other Florida governmental agency, which SBE has a permanent place of business within the county and which holds a business tax receipt issued by the county that authorizes the business to provide the goods, services, or construction to be purchased and which business tax receipt is issued prior to the issuance of this invitation for bids. For the purposes of this requirement, having a "permanent place of business" within the county means having headquarters which are located within the county or a permanent office or other site located within Palm Beach County from which the local business will produce or provide a substantial portion of the goods or perform a substantial portion of the services to be purchased and which headquarters or office was in existence prior to the issuance of the invitation for bids. A post office box or location at a postal service center shall not constitute a permanent place of business.

Contractor's submitted local SBE plan showing how it will assist the Authority in achieving this goal through local SBE supplier and subcontractor participation or any other method is incorporated into this Agreement. The Authority will require documentary proof semi-annually, acceptable to the Authority, of the implementation, progress, and final outcome of the proposed local SBE plan. Contractor is required to make a Bona Fide Effort to implement the plan, to do business with local SBEs, and to achieve the fifteen (15) percent goal. Failure to make a Bona Fide Effort to implement Contractor's plan and to solicit, encourage, engage and pay local SBEs to provide goods and services related to the collection of solid waste and recovered materials in an effort to achieve the goal shall be considered by the Authority as a failure to perform a material provision of the Contract, and further, shall be cause for debarment in accordance with the SWA Purchasing Manual, Section 11, paragraphs D or E.

Hiring of minority personnel, although laudable, does not qualify for the purposes of meeting the goal. The goal is to encourage doing business with local SBEs with certifications from the Palm Beach County Office of Small Business Assistance (OSBA) or any other Florida governmental agency. The Authority does not have a certification program. Proof of current certification from one of the above listed agencies will be required.

In response to the invitation to bid, the Contractor provided a list of certified local SBE suppliers and subcontractors who will be used on the contract. The Contractor will only be permitted to replace a certified local SBE supplier or subcontractor that appears on this list and who becomes unwilling or unable to perform with another certified local SBE supplier or contractor unless otherwise authorized by the Authority. For the purposes of replacing a listed, local SBE, it shall be sufficient that the replacement SBE have its certification and have established its local headquarters or office, in accordance with the requirements above, at any date prior to the date when Contractor determined that the listed, local SBE needed to be replaced.

For the purposes of this agreement, “Bona Fide Effort” shall mean the obligation to make every effort a similarly situated, prudent business entity operating under similar circumstances would make when acting in a determined manner to obtain the intended result by action or expenditure, which is not unreasonably disproportionate or burdensome under the circumstances. The following actions are required to demonstrate a Bona Fide Effort, the quality, quantity, intensity and timeliness of which shall be used to determine compliance with this Section:

1. Contractor, in the absence of due cause, must use all of the certified local SBE suppliers and contractors listed by the Contractor in its response to the Invitation to Bid, unless the local SBE contractor becomes unwilling or unable to perform. Contractor shall not replace a listed, local SBE until the Authority has confirmed that the listed, local SBE is unwilling or unable to perform. If the Authority agrees that the listed, local SBE is unwilling or unable to perform, the local SBE must be replaced with another certified local SBE supplier or contractor unless otherwise authorized by the Authority.
2. For every procurement, Contractor must consult the list(s) of certified local SBEs, provided by one or more of the following: the Palm Beach County Office of Small Business Assistance or any Florida governmental agency and make a Bona Fide Effort to identify certified local SBEs that provide the supplies or services sought.
3. For every procurement, Contractor shall contact certified local SBEs that provide the supplies or services sought, assess their qualifications and interest to provide the supplies or services sought, and provide them with the opportunity to submit a quote, bid or proposal.
4. Contractor shall thoroughly investigate the capabilities of local SBEs and maintain documentary evidence that it did not reject local SBEs without sound reasons.
5. Contractor shall advertise in general circulations, trade association, and/or small business focused media concerning local SBE supplier and subcontractor opportunities.
6. Contractor shall use the services of community organizations, local SBE contract groups, local or state assistance offices, and other organizations that provide assistance in the recruitment and placement of local SBEs.
7. Contractor shall conduct outreach to foster relationships with local SBEs and the organizations that provide assistance in the recruitment and placement of local SBEs.

The Contractor agrees to maintain all relevant records and information necessary to document compliance with this contract and shall allow the Authority to inspect such records upon request.



B. LOCAL BUSINESS PARTICIPATION

The Governing Board of the Authority has made it a priority for this contract that the use of local businesses be maximized by all bidders when selecting subcontractors. For the purposes of this requirement, the term "local business" means a business which has a permanent place of business within the county and which holds a business tax receipt issued by the county that authorizes the business to provide the goods, services, or construction to be purchased and which business tax receipt is issued prior to the issuance of this invitation for bids. If the business is a joint venture/partnership, it is sufficient for qualification as a local business if at least one (1) of the joint ventures/partners meets the test set forth in this subsection. For the purposes of this requirement, having a "permanent place of business" within the county means having headquarters which are located within the county or a permanent office or other site located within Palm Beach County from which the local business will produce or provide a substantial portion of the goods or perform a substantial portion of the services to be purchased and which headquarters or office was in existence prior to the issuance of the invitation for bids. A post office box or location at a postal service center shall not constitute a permanent place of business.

In response to the invitation to bid, the Contractor provided a list of local businesses that will be used on the contract. That list is incorporated herein as a part of this contract. The Contractor will only be permitted to replace a listed local business that becomes unwilling or unable to perform. To the extent that Contractor is required to replace a listed local business, or if a new subcontracting opportunity becomes available, Contractor shall use Bona Fide Efforts, acceptable to the Authority, to utilize a local SBE and then, if none are available or acceptable, to use a local business to supply the needed goods or services. Bona Fide Efforts, under this local business section, shall be demonstrated by, to the greatest extent possible, taking actions similar to those required to demonstrate Bona Fide Efforts in the SBE section, above. For the purposes of replacing a listed local business, it shall be sufficient that the replacement business have established its local headquarters or office, in accordance with the requirements above, at any date prior to the date when Contractor determined that the listed, local business needed to be replaced.

The Authority will require documentary proof semi-annually, acceptable to the Authority, of the implementation, progress, and final outcome of the Contractor's efforts to utilize local businesses.

The Contractor agrees to maintain all relevant records and information necessary to document compliance with this contract and shall allow the Authority to inspect such records upon request.

- 43. PUBLIC ENTITY CRIMES:** No Contractor may be a person or affiliate identified on the Department of General Services "convicted vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. The Contractor is required to comply with Florida Statutes Section 287.133, as amended, or its successor.

- 44. SUBSTANTIAL COMPLIANCE:** The Contractor shall promptly collect all materials disposed of by the customer, provided the materials are prepared and placed within substantial compliance with the guidelines as set forth herein. Any dispute as to the standards of substantial compliance shall be determined by the Contract Administrator or his designee.
- 45. COMPETENCY TO CONTRACT:** The Contractor expressly recognizes, acknowledges, and agrees the Solid Waste Authority of Palm Beach County is a legally constituted agency, that is, a dependent special district created by the Florida Legislature in Chapter 2001-331, Laws of Florida. Furthermore, the Contractor expressly admits, acknowledges, and recognizes the Authority's jurisdiction and ability to enter into collection franchise agreements in Palm Beach County. The Contractor expressly recognizes, acknowledges and agrees that the Authority has the legal right under Chapter 2001-331, Laws of Florida, to maintain flow control of Solid Waste generated within Palm Beach County, and has the right under 403.7046 F.A.C. to provide for the exclusive collection, transportation and processing of Recovered Materials from single family and multi-family residential properties. The Contractor hereby waives any legal causes of action regarding the Solid Waste Authority's competency and/or ability to enter into solid waste collection franchise agreements.
- 46. COMMUNITY SERVICE:** The Contractor shall provide collection of debris through means of roll-off Container(s), placement and collection pull service or by mechanical means utilizing a clamshell vehicle throughout each Fiscal Year, at no cost to the Authority or others, for illegal dumping, neighborhood cleanups and special events, including, but not limited to the Great American Cleanup, and other events as requested by the Authority.

Contractor shall pay the cost of loading and transporting containers and/or debris to an Authority approved disposal facility. The Authority shall pay the cost of disposal.

For neighborhood cleanups and special events, Contractor shall provide collection of debris on a schedule as determined by the Authority's community service manager or designee. In the case of illegal dumping that is determined by the Authority to pose a nuisance or danger to the public, Contractor shall provide collection of debris within 24 hours of notice sent by either electronic means or by phone.

The maximum quantity of debris to be collected within each Service Area during each fiscal year of the Agreement is as follows:

Service Area	Cubic Yards
1	1,200
2	900
3	500
4	500

Contractor shall receive a written quarterly report from the Authority to accurately reflect the amount of debris collected each quarter and the total year-to-date.



- 47. MOBILIZATION AND PREPARATION:** Prior to the commencement of the term of this franchise Agreement, the Contractor shall prepare for the collection services in the Service Area in a responsible manner and, at a minimum, shall adhere to the requirements as set out in Exhibit VII. In the event the Contractor fails to meet the deadlines of any one of the tasks outlined in Exhibit VIII, the Authority has the right to assess and collect as liquidated damages the amount of \$10,000 for each task deadline missed to compensate the Authority for the costs, including additional supervision, associated with assisting the Contractor in getting back on schedule. Failure to meet the deadline of more than two tasks may lead to loss of the exclusive franchise for each Service Area.
- 48. OFFICE OF THE INSPECTOR GENERAL:** Palm Beach County has established the Office of the Inspector General, Ordinance (OIG) No. 2009-049, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Authority has entered into an agreement with Palm Beach County for Inspector General services. This agreement provides for the Inspector General to provide services to the Authority in accordance with the authority, functions and powers set out in the ordinance. All parties doing business with the Authority and receiving Authority funds shall fully cooperate with the Inspector General including providing access to records relating to this Agreement. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the Contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with this Agreement and detect corruption and fraud. Failure to cooperate with the Inspector General or interference with or impeding any investigation shall be a violation of Ordinance 2009-049 and punishable pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
- 49. SCRUTINIZED COMPANIES:** As provided in F.S. 287.135, by entering into this contract with the Authority, or performing any work in furtherance hereof, Contractor hereby certifies that Contractor and Contractor's affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473. If the Authority determines, using credible information available to the public, that a false certification has been submitted by Contractor, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135.

In Witness Whereof, the **Solid Waste Authority of Palm Beach County**, at a regular meeting thereof, by action of the Authority Board authorizing and directing the foregoing be adopted, has caused these presents to be signed by the Authority's Executive Director, and the Authority's seal to be hereunto affixed, and _____ has executed this Agreement all as of the day and year first above written.

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY:

Witness:

- 1. _____
- 2. _____

By: _____
Mark Hammond
Executive Director
(Seal)

Approved as to Form and Legal Sufficiency:

By: _____
General Counsel to the Authority

CONTRACTOR:

Attest:

Corporate Secretary

By: _____
(Corporate Seal)

Witness:

- 1. _____
- 2. _____

Name: _____
Title: _____

Approved by Authority Board on February 13, 2013, Item No. 9.G.1



Solid Waste and Recycling Collection Franchise Agreement

Exhibits

EXHIBIT I

Solid Waste Authority Franchise Area Boundaries

Description of the boundaries of franchise known as **Service Area 1** in Palm Beach County, Florida is as follows:

<u>Section</u>	<u>Township</u>	<u>Range</u>
31 thru 36	40	41
1 thru 36	41	41
1 thru 18, 22, 23, 24, 25, 26, 27, 34, 35, 36	42	41
1, 2, 3, 10, 11, 12, 13, 24, 25, 36 (north of and inclusive of the north side of SR 80)	43	41
1, 12 (north of and inclusive of the north side of Forest Hill Blvd)	44	41
25, 26, 27, 31, 32, 33, 34, 35 36	40	42
1 thru 36	41	42
1 thru 36	42	42
1 thru 36	43	42
1 thru 12 (north of and inclusive of the north side of Forest Hill Blvd)	44	42
30, 31, 32	40	43
5, 6, 7, 8, 17, 18, 19, 20, 21, 28, 29, 30, 31, 32, 33	41	43
3, 4, 5, 6, 7, 8, 9, 10, 15, 16, 17, 18, 19, 20, 21, 22, 27, 28, 29, 30, 31, 32, 33, 34	42	43
3, 4, 5, 6, 7, 8, 9, 10, 15, 16, 17, 18, 19, 20, 21, 22, 26, 27, 28, 29, 30, 31, 32, 33, 34	43	43
3, 4, 5, 6, 7, 8, 9, 10 (north of and inclusive of the north side of Forest Hill Blvd)	44	43

Less and excepting therefrom all incorporated areas.

All references are as to the Palm Beach County Property Appraiser's property control numbers (tax folio numbers) as used in reference to the Property Appraiser's assessor maps in Palm Beach County, Florida.

Description of the boundaries of franchise known as **Service Area 2** in Palm Beach County, Florida is as follows:

<u>Section</u>	<u>Township</u>	<u>Range</u>
31 thru 36	40	40
1 thru 36	41	40
1 thru 36	42	40
1 thru 36	43	40
1 thru 36	44	40
19, 20, 21, 28, 29, 30, 31, 32, 33	42	41
4, 5, 6, 7, 8, 9, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 26, 27, 28, 29, 30, 31, 32, 33, 34, 35	43	41
2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 13 thru 40	44	41
9, 10 (south of and inclusive of the south side of Forest Hill Blvd)	44	42
13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42	44	42
1 thru 6	45	41
1 thru 6	45	42
7, 8, 9, 10 (south of and inclusive of the south side of Forest Hill Blvd), 15, 16, 17, 18, 19, 20, 21, 22, 27, 28, 29, 30, 31, 32, 33, 34	44	43
3, 4, 5, 6	45	43

Less and excepting therefrom all incorporated areas.

All references are as to the Palm Beach County Property Appraiser's property control numbers (tax folio numbers) as used in reference to the Property Appraiser's assessor maps in Palm Beach County, Florida.

Description of the boundaries of franchise known as **Service Area 3** in Palm Beach County, Florida is as follows:

<u>Section</u>	<u>Township</u>	<u>Range</u>
1 thru 36	45	40
1 thru 36	46	40
1 thru 24	47	40
7 thru 36	45	41
1 thru 36	46	41
1 thru 30	47	41
7, 8, 17, 18, 19, 20, 29, 30, 31, 32	45	42
9, 10, 11, 12, 13, 14, 15, 16, 20, 21, 22, 23, 24 (east of and inclusive of the east side of the Florida Turnpike and north of and inclusive of the north side of Boynton Beach Blvd)	45	42
5, 6, 7, 8, 17, 18, 19, 20, 29, 30, 31, 32	46	42
5, 6, 7, 8, 17, 18, 19, 20, 29, 30, 31, 32	47	42
7, 8, 9, 10, 15, 16, 17, 18, 19, 20, 21, 22 (north of and inclusive of the north side of Boynton Beach Blvd)	45	43

Less and excepting therefrom all incorporated areas.

All references are as to the Palm Beach County Property Appraiser's property control numbers (tax folio numbers) as used in reference to the Property Appraiser's assessor maps in Palm Beach County, Florida.

Description of the boundaries of the franchise known as **Service Area 4** in Palm Beach County, Florida is as follows:

<u>Section</u>	<u>Township</u>	<u>Range</u>
25, 26, 27, 28, 33, 34, 35, 36 (south of and inclusive of the south side of Boynton Beach Blvd and east of and inclusive of the Florida Turnpike)	45	42
1, 2, 3, 4, 9, 10, 11, 12, 13, 14, 15, 16, 21, 22, 23, 24, 25, 26, 27, 28, 33, 34, 35, 36 (east of and inclusive of the east side of the Florida Turnpike)	46	42
1, 2, 3, 4, 9, 10, 11, 12, 13, 14, 15, 16, 21, 22, 23, 24, 25, 26, 27, 28, 33, 34, 35, 36 (east of and inclusive of the Florida Turnpike)	47	42
27, 28, 29, 30, 31, 32, 33, 34 (south of and inclusive of the south side of Boynton Beach Blvd)	45	43
3 thru 33	46	43
4, 5, 6, 7, 8, 9, 16, 17, 18, 19, 20, 29, 30, 31, 32	47	43

Less and excepting therefrom all incorporated areas.

All references are as to the Palm Beach County Property Appraiser's property control numbers (tax folio numbers) as used in reference to the Property Appraiser's assessor maps in Palm Beach County, Florida.

EXHIBIT II

APPROVED RATE SCHEDULE

SERVICE AREA X

FY 2014-2015 MONTHLY RATES

RESIDENTIAL COLLECTION (PER UNIT)

Services	Curbside Service	Containerized Service
Solid Waste	\$_____ (2x/wk)	\$_____ (2x/wk avg)
Vegetative	\$_____ (1x/wk)	XXXXXXXX
Recycling	\$_____ (1x/wk)	\$_____ (1.5x/wk avg)
Total:	\$_____	\$_____

COMMERCIAL COLLECTION

Container Solid Waste Collection Rate	\$3.25 per cubic yard
Compactor Collection Rate (8 cubic yards or less)	\$4.06 (1.25x the container collection rate)
Commercial Recycling Collection Rate	\$1.70 per cubic yard
Small Business Generator (less than 1 cubic yard per week)	\$28.00 per month (\$14.00 collection and \$14.00 disposal)
96 Gallon Recycling Container (1 time per week)	\$10.00
Compactor Collection Rate (greater than 8 cubic yards Roll-off Compactors)	\$185 per pull
Roll-off Collection Rate	\$150 per pull

SPECIAL SERVICES RATES ESTABLISHED BY THE AUTHORITY

(Not to be Adjusted during the Term of the Agreement)

SERVICE	RATE PER SERVICE
Rolling Out Commercial 95 or 101 Gallon container with 10 or more feet per direction	\$1.00 (no charge for Residential regardless of distance, no charge for commercial less than 10 feet per direction)
Rolling Out Container (and returning it to original location)	\$1.84 per service per container
Back Door Service (Residential Curbside Only)*	\$22.00 per dwelling unit
Opening (and closing) Doors or Gates	No Charge
Locks for Containers	\$9.00 (one time) Charge for Replacements based on cost +10%
Unlocking Containers	\$1.35
Supplying (and retrofitting) locking mechanism on container per customer request only	\$55.00
Adding wheels to or changing wheels on Containers	No Charge
Adding lids to or changing lids on Containers	No Charge
Moving Container Location Per Customer Request	No Charge
Changing Out Sizes (above twice per year)	\$25.00
Additional Scheduled Pick-ups for Residential Containerized Customers	Same as Applicable Commercial Collection Rates (No Disposal Charges)
Additional Unscheduled (picked up by end of business the following day but not including "on-call") Pick-ups for Commercial and Residential Containerized Customers	\$25.00 Special Service Fee Plus Applicable Commercial Collection and Disposal Rates Per Dumpster (No Disposal Charges for Residential)
Special Service or special equipment required because of impaired accessibility	Negotiable
Turn around compactors (commercial customer only)	\$10.00 (No Charge for Multi-family)
Stump/Land Clearing Collection	Negotiable
Residential Vegetation Collection	\$9.00 Per CY
Residential Mixed Collection (vegetation with C&D and/or bulk)	\$22.00 Per CY

* No charge for residents medically unable to bring solid waste or Recovered Materials to curbside as delineated in Section 4.

MONTHLY CONTAINER RENTAL RATES ESTABLISHED BY THE AUTHORITY

(Not to be Adjusted during the Term of the Agreement)

CONTAINERS (NON-COMPACTING)	
SIZE (cubic yards)	RATE w/out locking mechanism
2 YD	\$20.00
3 YD	\$21.00
4 YD	\$22.00
6 YD	\$25.00
8 YD	\$27.00

Capacities in between these values can be obtained by interpolation.
Capacities outside of these values can be obtained by extrapolation.

COMMERCIAL SOLID WASTE AND VEGETATIVE DISPOSAL CHARGE CALCULATION

The Authority will determine the commercial disposal fee rates (\$/cubic yard) each Fiscal Year based on a calculation supplied by the Authority and the tipping fee. The calculation for non-compacted Garbage and Trash is 134 lbs/cubic yard times the Authority's tipping fee (\$/ton) times 1 ton/2000 lbs = ____\$/cy. Commercial non-compacted Vegetation is calculated at 275 lbs/cubic yard times the Authority's tipping fee (\$/ton) times 1 ton/2000 lbs = ____\$/cy. The compacted rate for commercial solid waste or vegetative waste may be billed at either actual expense or three times the rate for non-compacted solid waste or vegetative rate, respectively.

In the unlikely event the Authority charges a tipping fee for Recovered Materials, the Contract Administrator will determine the conversion factor and calculate the factor times the tipping fee for Recovered Materials. The Contractor will be responsible for billing Commercial Recycling Collection customers for the Recovered Materials disposal fee.

RESIDENTIAL SOLID WASTE DISPOSAL CREDIT CALCULATION

Category	Type	Generation Factor (Tons/Year)	Times(x) Garbage Tipping Fee	Annual Credit per unit
I	Single Family	1.10	x	=
II	Multi-family, 4 or less units	0.67	x	=
III	Mobile Homes	1.10	x	=
IV	Multi-family, more than 4 units	0.74	x	=

RESIDENTIAL VEGETATIVE WASTE DISPOSAL CREDIT CALCULATION

Category	Type	Generation Factor (Tons/Year)	Times(x) Vegetation Tipping Fee	Annual Credit per unit
I	Single Family	0.85	x	=
II	Multi-family, 4 or less units	0	x	=
III	Mobile Homes	0.58	x	=
IV	Multi-family, more than 4 units	0	x	=

EXHIBIT III

PAYMENT ADJUSTMENT SCHEDULE

A. Annual Adjustment

The annual adjustment shall be applied to the base residential and commercial collection rates as shown in Exhibit II and as provided within this Agreement.

- 1) The following cost components and weights shall be used to calculate the annual adjustment for all components except for fuel:

Labor	35%
Vehicle Maintenance	05%
Maintenance	10%
Other/Administration	40%

- 2) The following indices are used to calculate the adjustment for each cost component category. The change in each index shall be calculated by dividing the average of the index over the twelve month period ending the December preceding the effective date of the adjustment by the average over the previous twelve month period.

Cost Component

Labor

Index:

Employment Cost Index, Series ID CIU2015600000000I, Not Seasonally Adjusted; Compensation – Total Compensation; Sector – Private Industry; Periodicity - Quarterly Index Number; Industry/Occupation – Administrative and Support and Waste Management and Remediation Services (see Note 2 below)

Vehicle Replacement

Index:

Producer Price Index - Commodities, Series ID WPU141106, Not Seasonally Adjusted; Group – Transportation Equipment; Item – Trucks over 14,000 lbs. GVW.

Maintenance

1/3 Labor:

Index:

Producer Price Index - Commodities, Series ID WPU141106, Not Seasonally Adjusted; Group – Transportation Equipment; Item – Trucks over 14,000 lbs. GVW.

2/3 Parts:

Index:

Consumer Price Index – All Urban Consumers, Series ID CUUR0000SETC, Not Seasonally Adjusted; Area – U.S. City Average; Item – Motor Vehicle Parts and Equipment.

Other

Index:

75% of:

Consumer Price Index – All Urban Consumers, Series ID CUUR0000SA0, Not Seasonally Adjusted; Area – U.S. City Average; Item – All Items.

Notes:

- (1) All indices as published by the United States Department of Labor, Bureau of Labor Statistics (www.bls.gov).
- (2) Labor Index uses average of four quarterly periods. All others use average of twelve monthly periods.
- (3) The percentage weight for each cost component is multiplied by the change in each appropriate index to calculate a weighted percentage change for each component cost factor. The weighted percentage changes for each cost component are added together to calculate the Refuse Rate Index, as follows:

RRI Sample

Cost Component	Weight	Source	% Change	% Weighted Change
Labor	35%	ECI	1.20%	0.42%
Vehicle Replacement	5%	PPI - Trucks	3.74%	0.19%
Maintenance Labor & Parts	10%	1/3 PPI 2/3 CPI	3.21%	0.32%
Other	40%	CPI - All Items at 75%	1.84%	0.55%
Total	90%			1.48% RRI

B. Monthly Fuel Adjustment (Fuel Surcharge/Credit)

The rates subject to adjustment shall be subject to a monthly fuel price surcharge/credit for fluctuations in the price of fuel. For the purpose of this Agreement, fuel is assumed to represent 10% of the Contractor's costs therefore 10% of the approved rates shall be so adjusted.

The rates shall be adjusted as follows:

For the rates subject to adjustment, a monthly fuel surcharge/credit shall be charged/credited basis based on the percentage change in the monthly average price of fuel as published by the Oil Price Information Service (OPIS) and measured by the OPIS Standard Rack, OPIS No. 2 Distillate Gross Prices, Unbranded Average for Miami, Florida between the month of November 2012 and the month two (2) months prior to the effective date.

For example:

For the month of October 2013, the fuel surcharge/credit shall be calculated by dividing the reported unbranded average price for August 2013 by the unbranded average price for November 2012, multiplying the result by ten (10) percent of the bid or Authority established price, and subtracting ten (10) percent of the bid or Authority established price.

Assuming:

Index for November 2012	315.98
Index for August 2013	340.67
Commercial Solid Waste Collection Rate (per yd.)	\$3.25

$$\text{Surcharge: } 340.67/315.98 \times .10 \times 3.25 - (.10 \times 3.25) = \$.0254$$

The surcharge/credit shall be rounded to the nearest cent, which in this example would result in a \$.03 per cubic yard surcharge.

EXHIBIT IV

PERFORMANCE BOND REQUIREMENT

The annual performance bond due to the Authority from the Contractor is calculated as:

Gross Annual Revenues (Minus Disposal Fees paid to the Authority) x 1/3 = Performance Bond Required

Sample Performance Bond Requirement

Gross Revenue	\$2,450,000
Less Disposal Fees	<u>750,000</u>
	\$1,700,000

Annual Performance Bond Requirement = $0.3333 \times \$1,700,000 = \$566,667$

EXHIBIT V

**ANNUAL GARBAGE CAN REPLACEMENT
MINIMUM REQUIREMENTS**

Service Area	Number of Garbage Cans
1	150
2	150
3	150
4	150

The replacement must be similar in style, material, quality and capacity to that which was damaged or reported as missing and replaced to the satisfaction of the customer within the timeframe required by the Agreement.

EXHIBIT VI

MONTHLY FINANCIAL REPORTING FORMAT

The Contractor shall submit to the Authority within forty-five (45) days of the end of each month a revenue statement prepared in accordance with general accepted accounting standards for each residential and commercial operation within each Service Area. Therefore, if a Contractor has two (2) Service Areas, four (4) separate monthly statements will need to be submitted: two (2) residential and two (2) commercial.

The Contractor shall disclose all methods of allocations used to distribute revenues between Service Areas and/or commercial and residential operations. The disclosure shall be in narrative form and include the basis for the allocation method.

The required format for monthly financial statement reporting in accordance with this franchise Agreement is shown below.

(Contractor)

Statement of Revenues and Disposal Expenses

(Residential or Commercial) Service Area X

For (month, year) ended (month, year)

Revenues:

(list by type - commercial and residential,
including collection rates, container rental,
special service rates, etc.)

\$ _____

Total Revenue:

\$ _____

Disposal Expenses:

Disposal fees paid to the Authority

\$ _____

Net

\$ _____

Franchise Fees (Net x .03%)

\$ _____

"The Accompanying Notes are an Integral Part of this Statement"

EXHIBIT VII

AUTHORITY PUBLIC DROP-OFF RECYCLING CONTAINERS

EXHIBIT VIII

MOBILIZATION AND PREPARATION

Task	Completion Deadline
Hire Operations Manager and provide verification to SWA	4/15/13
Submit Residential Curbside Routing to SWA	5/3/13
Provide SWA with truck orders or verification of vehicle source(s)	6/3/13
Hire supervisors and provide verification to SWA	7/5/13
Secure container source and provide verification to SWA	7/5/13
Equipment yard and office sited and set up	8/23/13
Office and accounting staff hired and in place	8/23/13
Maintenance staff hired and in place	8/23/13
Disposal bond in place with SWA for October 1, 2013	8/23/13
Provide transition report to SWA outlining plan to minimize disruptions during transition period	9/2/13
Secure vehicles	9/2/13
Supervisors run routes	9/2/13 through 9/30/13
Drivers hired and in place	9/13/13
Drivers and supervisors run routes	9/13/13 through 9/30/13
Disclosure notices mailed to commercial customers	9/13/13

SERVICE AREA 1

Organization	Address	CityStZip	DistrictNum	ServiceDays	Frequency	Qty*
Consider It Done Delivery Service	3569 91st St N	Lake Park, FL 33403	1	Fri	1	1
PBC - Parks & Recreation Department	7715 Forest Hill Blvd	West Palm Beach, FL 33411	1	Wed	1	1
Contractor's Business Park	2701 Vista Pkwy	West Palm Beach, FL 33411	1	Wed	1	1
Bennet Auto Supply	2348 Military Trl	West Palm Beach, FL 33401	1	Mon	1	1
1510 Latham Street	1510 Latham St	West Palm Beach, FL 33406	1	Mon - Thurs	2	3
North Beach Plaza	12189 US Hwy 1	Juno Beach, FL 33408	1	Tues - Fri	2	4
Palm Court Plaza (Juno Beach)	11911 US Hwy 1	North Palm Beach, FL 33408	1	Tues - Fri	2	1
Pet Supermarket	3579 Northlake Blvd	North Palm Beach, FL 33403	1	Tues - Fri	2	2
Babies R Us	4879 Okeechobee Blvd	West Palm Beach, FL 33401	1	Wed - Sat	2	2
Gulfstream Marine A/C	3640 Investment Ln	Riviera Beach, FL 33404	1	Fri	1	1
Mobile Home Depot, Inc	2453 Military Trl N	West Palm Beach, FL 33409	1	Mon	1	1
Palm Gate Plaza	3951 Haverhill Rd N	West Palm Beach, FL 33417	1	Wed	1	2
Paws 2 Help Inc	2061 Indian Rd	West Palm Beach, FL 33409	1	Wed - Sat	2	1
Perry Baromedical Corporation	3750 Prospect Plc	Riviera Beach, FL 33404	1	Tues - Fri	2	1
Pete's Place	8344 Garden Rd	Riviera Beach, FL 33404	1	Tues - Fri	2	1
Reflections	4860 Sandstone Ln	West Palm Beach, FL 33417	1	Tues - Fri	2	1
Seagull Industries for the Disabled, Inc.	3879 Industrial Way W	Riviera Beach, FL 33404	1	Fri	1	1
Belvedere Business Park	8020-8140 Belvedere Rd	West Palm Beach, FL 33411	1	Wed	1	2
Brown Moving & Storage	1900 Old Okeechobee Rd	West Palm Beach, FL 33406	1	Mon - Thurs	2	1
Dunkin Donuts	4440 Okeechobee Blvd	West Palm Beach, FL 33409	1	Wed - Sat	2	1
Four Points Center	50 Military Trl S	West Palm Beach, FL 33406	1	Wed	1	1
Kennel Club West Kennels	100 Benoist Farms Rd	West Palm Beach, FL 33411	1	Wed - Sat	2	2
Knight Electric Co	2610 Old Okeechobee	West Palm Beach, FL 33409	1	Thurs	1	1
Lesco Inc	222 Tall Pines Rd	West Palm Beach, FL 33413	1	Wed	1	1
McCraney Property (Vista Business Park)	6965 Vista Pkwy N #2	West Palm Beach, FL 33411	1	Wed	1	1
Palm Beach Kennel Club	1111 Congress Ave N	West Palm Beach, FL 33409	1	Wed - Sat	2	3
PBC - Fire Rescue - Admin	405 Pike Rd	West Palm Beach, FL 33411	1	Wed	1	1
PBC - Warehouse	3323 Belvedere Rd	West Palm Beach, FL 33409	1	Wed - Sat	2	2
SFWMD-Belvedere Rd	8894 Belvedere Rd	West Palm Beach, FL 33411	1	Wed	1	1
SFWMD-Gun Club	3301 Gun Club Rd	West Palm Beach, FL 33406	1	Wed - Sat	2	2
Tall Pines Industrial Park	480 Tall Pines Rd	West Palm Beach, FL 33413	1	Wed	1	1
Trail Plaza	1225 Military Trl N	West Palm Beach, FL 33409	1	Wed - Sat	2	1
Vista Business Park	2257/2361 Vista Pkwy	West Palm Beach, FL 33411	1	Wed - Sat	2	6
			33 Stops			52
Seminole Plaza	13205 US Hwy 1	Juno Beach, FL 33408	Juno Beach	Fri	1	1
			1 Stop			1
All Saints Catholic School	1759 Indian Creek Parkway	Jupiter, FL 33458	Jupiter	Tues - Fri	2	1
Jupiter Park of Commerce	860 Jupiter Park Dr	Jupiter, FL 33458	Jupiter	Tues	1	1
Jupiter Park of Commerce	1700 Park Ln S	Jupiter, FL 33458	Jupiter	Tues - Fri	2	1
Florida Atlantic University - North	5353 Parkside Dr	Jupiter, FL 33458	Jupiter	Tues - Fri	2	1

SERVICE AREA 1

Organization	Address	CityStZip	DistrictNum	ServiceDays	Frequency	Qty*
Jupiter Park of Commerce	2581 Jupiter Park Dr	Jupiter, FL 33458	Jupiter	Tues	1	1
Jupiter Park of Commerce	840 Jupiter Park Rd	Jupiter, FL 33458	Jupiter	Tues - Fri	2	1
Jupiter Town of	210 Military Trl N	Jupiter, FL 33458	Jupiter	Wed - Sat	2	2
Big Dollar Plaza	615 Indiantown Rd W	Jupiter, FL 33458	Jupiter	Wed	1	1
Center Park Plaza	612 Orange Ave N	Jupiter, FL 33458	Jupiter	Wed - Sat	2	1
Jupiter Lighthouse Park	500 Captain Armours Way	Jupiter, FL 33469	Jupiter	Wed	1	1
Jupiter Medical Pavilion	1230 Dixie Hwy S	Jupiter, FL 33458	Jupiter	Wed - Sat	2	1
Roger Dean Stadium	4751 Main St	Jupiter, FL 33458	Jupiter	Tues - Fri	2	2
Scripps Research Institute	110 120 Scripps Way, #382	Jupiter, FL 33458	Jupiter	Tues - Fri	2	1
SWA NCTS	14185 Military Trl N	Jupiter, FL 33458	Jupiter	Tues - Fri	2	3
			14 Stops			18
Haverhill Town Hall	4585 Charlotte St	Haverhill, FL 33417	Haverhill	Wed	1	2
			1 Stop			2
Center Place Professional Park POA	1495-1497- 1499 Forest Hill	Lake Clarke Shores, FL 33406	Lake Clarke Shores	Thurs	1	1
Lake Park Fire Rescue Station	1000 Park Ave	Lake Park, FL 33403	Lake Park	Tues - Fri	2	2
			2 Stops			3
Colwright Delivery	1601 Hill Ave	Mangonia Park, FL 33407	Mangonia Park	Tues - Fri	2	1
Family Matters-(WIC, WPB)	1201 45th St	Mangonia Park, FL 33407	Mangonia Park	Tues - Fri	2	1
Lincoln Technical Institute	1126 53rd Ct	Mangonia Park, FL 33407	Mangonia Park	Fri	1	1
			3 Stops			3
421 Northlake Center	421 Northlake Blvd	North Palm Beach, FL 33408	North Palm Beach	Tues	1	1
KFC - Wayjohn	2561 Northlake Blvd	North Palm Beach, FL 33408	North Palm Beach	Tues - Fri	2	1
North Palm Beach Marina	1037 Marina Dr	North Palm Beach, FL 33408	North Palm Beach	Tues	1	1
Village Shoppes at US 1, LLC	133 US Hwy 1	North Palm Beach, FL 33408	North Palm Beach	Tues	1	2
			4 Stops			5
Mar-a-Lago Club	1100 Ocean Blvd S	Palm Beach, FL 33480	Palm Beach	Mon - Thurs	2	2
Royal Poinciana Plaza	50 Coconut Row #200	Palm Beach, FL 33480	Palm Beach	Mon - Wed - Fri	3	1
			2 Stops			3
Burma Commerce Park	9002 Burma Rd	Palm Beach Gardens, FL 33410	Palm Beach Gardens	Tues	1	1
Garden Plaza	3300 PGA Blvd	Palm Beach Gardens, FL 33410	Palm Beach Gardens	Tues - Fri	2	1
Golden Bear Office Building	11760 US Hwy 1	Palm Beach Gardens, FL 33410	Palm Beach Gardens	Tues - Fri	2	1-4 CY
Golden Bear Office Building	11760 US Hwy 1	Palm Beach Gardens, FL 33410	Palm Beach Gardens	Tues - Fri	2	1-8 CY
Palm Beach State College	3160 PGA Blvd	Palm Beach Gardens, FL 33410	Palm Beach Gardens	Tues - Fri	2	3
PBC - North County Courthouse	3188 PGA Blvd	Palm Beach Gardens, FL 33410	Palm Beach Gardens	Tues	1	1
			6 Stops			8
Forest Hill Center	3091-3169 Forest Hill Blvd	Palm Springs, FL 33461	Palm Springs	Mon - Thurs	2	1
			1 Stop			1
Amarr Garage Doors	940 13th St W	Riviera Beach, FL 33404	Riviera Beach	Tues - Fri	2	1
Baron Signs	900 13th St W	Riviera beach, FL 33404	Riviera Beach	Tues - Fri	2	1
Boat Owners Warehouse	2230 Broadway	Riviera Beach, FL 33404	Riveria Beach	Fri	1	1

SERVICE AREA 1

Organization	Address	CityStZip	DistrictNum	ServiceDays	Frequency	Qty*
Centerpoint Business Park (Treasure Coast Health)	4152 Blue Heron Blvd	Riviera Beach, FL 33404	Riviera Beach	Fri	1	3
Cracker Boy Boat Works	1124 Ave C	Riviera Beach, FL 33404	Riviera Beach	Fri	1	1
Haverhill Business Parkway	7231 Haverhill Business Pkw	Riviera Beach, FL 33407	Riviera Beach	Tues	1	2
Hoffman's Chocolates-Distribution Center	1160 13th St W	Riviera Beach, FL 33404	Riviera Beach	Fri	1	1
Import Mex	1240 13th St W	Riviera Beach, FL 33404	Riviera Beach	Tues - Fri	2	1
Keller Trust	6557 Garden Rd	Riviera Beach, FL 33404	Riviera Beach	Tues - Fri	2	1
Lukes Ice Cream	1025 17th St W	Riviera Beach, FL 33404	Riviera Beach	Tues - Fri	2	2
Marina Grande	2640 Lake Shore Dr	Riviera Beach, FL 33407	Riviera Beach	Tues - Fri	2	1
Palm Beach Shores Resort	181 Ocean Ave	Riviera Beach, FL 33404	Riviera Beach	Tues - Fri	2	1
Port Center	2501 Martin Luther King Blvd	Riviera Beach, FL 33404	Riviera Beach	Fri	1	1
Ritz Carlton Condo	2700 Ocean Dr N	Riviera Beach, FL 33404	Riviera Beach	Fri	1	2
Riviera Beach Fire Station	600 Blue Heron Blvd W	Riviera Beach, FL 33404	Riviera Beach	Fri	1	1
Riviera Beach Municipal Marina	200 13th St E	Riviera Beach, FL 33404	Riviera Beach	Tues - Fri	2	2
Tiara Condominium	3000 Ocean Dr N	Riviera Beach, FL 33404	Riviera Beach	Tues - Fri	2	1
			17 Stops			23
SWA WCTS	9743 Process Rd	Royal Palm Beach, FL 33411	Royal Palm Beach	Wed - Sat	2	3
			1 Stop			3
45th Street Business	3222-3233 Commerce Pl	West Palm Beach, FL 33407	West Palm Beach	Wed	1	1
Azalea (Archstone) Village	4200 Community Dr	West Palm Beach, FL 33401	West Palm Beach	Mon - Thurs	2	1
Christmas Etc.	1201 Allendale Rd	West Palm Beach, FL 33405	West Palm Beach	Mon - Thurs	2	1
Clematis Street	400 Clematis & Datura (BLO	West Palm Beach, FL 33405	West Palm Beach	Tues - Fri	2	2
Commerce Pointe	1818 Australian Ave S	West Palm Beach, FL 33409	West Palm Beach	Tues - Fri	2	1
Department of Environmental Protection	400 Congress Ave N	West Palm Beach, FL 33409	West Palm Beach	Mon - Thurs	2	1
E R Bradley's	104 Clematis St	West Palm Beach, FL 33401	West Palm Beach	Tues - Fri	2	1
Executive Storage	905 Railroad Ave N	West Palm Beach, FL 33401	West Palm Beach	Tues	1	1
Johnston Supply	1819 Old Okeechobee Rd	West Palm Beach, FL 33409	West Palm Beach	Mon	1	1
Landmark Commerce Center I	1500 Florida Mango Rd N	West Palm Beach, FL 33409	West Palm Beach	Mon - Thurs	2	2
Landmark Commerce Center II	1300 Florida Mango Rd N	West Palm Beach, FL 33409	West Palm Beach	Mon - Thurs	2	3
Lennox Inc	1743 Old Okeechobee Rd	West Palm Beach, FL 33409	West Palm Beach	Mon	1	1
Lincoln College of Technology	2400 Metrocentre Blvd	West Palm Beach, FL 33407	West Palm Beach	Tues - Fri	2	1
Lincoln Culinary Institute	2410 Metro Center Blvd	West Palm Beach, FL 33407	West Palm Beach	Tues - Fri	2	1
Loves Flower Shop	411 7th St	West Palm Beach, FL 33401	West Palm Beach	Tues - Fri	2	1
Metro Centre	2581 Metrocentre Blvd	West Palm Beach, FL 33407	West Palm Beach	Wed	1	1
Mizner Place	5601 Corporate Way	West Palm Beach, FL 33407	West Palm Beach	Wed	1	1
Morse Geriatric Center	4847 Fred Gladstone Dr	West Palm Beach, FL 33417	West Palm Beach	Tues - Fri	2	3
Newsmax	1501 Northpoint Pkwy #104	West Palm Beach, FL 33407	West Palm Beach	Tues	1	1
Northwood University	2600 Military Trl N	West Palm Beach, FL 33411	West Palm Beach	Mon - Thurs	2	2
Nozzle Nolen	5400 Broadway	West Palm Beach, FL 33407	West Palm Beach	Fri	1	1
Palm Beach Atlantic Univeristy	901 Flagler Dr S	West Palm Beach, FL 33401	West Palm Beach	Tues - Fri	2	2
Park Furniture & Interiors	6200 Dixie Hwy S	West Palm Beach, FL 33405	West Palm Beach	Mon	1	1

SERVICE AREA 1

Organization	Address	CityStZip	DistrictNum	ServiceDays	Frequency	Qty*
Park Plaza	2100 45th St	West Palm Beach, FL 33407	West Palm Beach	Tues - Fri	2	1
PBC - Convention Center	650 Okeechobee Blvd	West Palm Beach, FL 33401	West Palm Beach	Tues - Fri	2	2
PBC - Health Department	800 Clematis St	West Palm Beach, FL 33401	West Palm Beach	Tues	1	1
PBC - Health Dept #1	901 Evernia St	West Palm Beach, FL 33401	West Palm Beach	Tues	1	2
PBC - Home	1200 45th St	West Palm Beach, FL 33407	West Palm Beach	Tues - Fri	2	2
Peninsullar Electric Distributors	1301 Old Okeechobee Rd	West Palm Beach, FL 33401	West Palm Beach	Mon - Thurs	2	3
Pentecostal Church of God	540 Cheerful St	West Palm Beach, FL 33407	West Palm Beach	Fri	1	1-4 CY
Phipps Park	4301 Dixie Hwy S	West Palm Beach, FL 33405	West Palm Beach	Mon	1	1
Pipe Fitters Apprentice School	1900 N Florida Mango Rd	West Palm Beach, FL 33409	West Palm Beach	Thurs	1	1
Prospect Place	3111 Dixie Hwy #222	West Palm Beach, FL 33405	West Palm Beach	Mon	1	2
Riverwalk	7459 Riverwalk Cir	West Palm Beach, FL 33411	West Palm Beach	Wed - Sat	2	1
Roger Dean Chevrolet	2235 Okeechobee Blvd	West Palm Beach, FL 33409	West Palm Beach	Mon	1	1
South Olive Park	345 Summa St	West Palm Beach, FL 33405	West Palm Beach	Mon - Thurs	2	1
Superior Sprinkler Systems	427 Southern Blvd	West Palm Beach, FL 33405	West Palm Beach	Wed	1	1
SWA Equipment Maintenance	6161 Jog Rd N	West Palm Beach, FL 33412	West Palm Beach	Tues	1	2
SWA Hazardous Waste Facility	6161 Jog Rd N	West Palm Beach, FL 33412	West Palm Beach	Tues - Fri	2	3
SWA WTE	6255 Jog Rd N	West Palm Beach, FL 33412	West Palm Beach	Tues	1	2
Tylander Office Supply	535 24th St	West Palm Beach, FL 33407	West Palm Beach	Tues - Fri	2	1
U & Me Transfer -2	3300 Electronics Way	West Palm Beach, FL 33407	West Palm Beach	Fri	1	1
Village Commons	971 Village Blvd	West Palm Beach, FL 33409	West Palm Beach	Mon - Thurs	2	5
Vista Lago	3130 Jog Rd N	West Palm Beach, FL 33411	West Palm Beach	Wed - Sat	2	1
Wachovia Bank	400 Clearwater Dr	West Palm Beach, FL 33401	West Palm Beach	Fri	1	1
West 45th Street Plaza	1700 45th St	West Palm Beach, FL 33407	West Palm Beach	Tues - Fri	2	2
West Palm Beach Commerce Center	1808 Australian Ave S	West Palm Beach, FL 33406	West Palm Beach	Tues - Fri	2	1
West Palm Beach Country Club	7001 Parker Ave	West Palm Beach, FL 33405	West Palm Beach	Mon - Thurs	2	1-4 CY
West Palm Beach Fishing Club	201 5th St	West Palm Beach, FL 33401	West Palm Beach	Tues - Fri	2	1
West Palm Beach, City of	1045 Charlotte Ave	West Palm Beach, FL 33405	West Palm Beach	Tues - Fri	2	1
			50 Stops			71
		Municipal Stops	102 Stops	Total Municipal Containers		141
		Total Stops	152 Stops	Total All Containers		193

*Quantity - All containers are 8 cubic yard containers unless otherwise noted.

SERVICE AREA 2

Organization	Address	CityStZip	DistrictNum	ServiceDays	Frequency	Qty*
Atlantic Property & Equipment	4601 10th Ave N	Lake Worth, FL 33463	2	Mon	1	1
Duthie-FreemanCentre Condo	4400-4401 Charlotte St	Lake Worth, FL 33461	2	Mon	1	1
Kings Liquor	7099 Lake Worth Rd	Lake Worth, FL 33467	2	Mon - Thurs	2	1
Lion Country Safari	2003 Lion County Safari Rd	Loxahatchee, FL 33414	2	Wed - Sat	2	2
Nassau Square	7721 Lake Worth Rd	Lake Worth, FL 33467	2	Mon	1	1
Palm Beach State College	4200 Congress Ave	Lake Worth, FL 33461	2	Mon - Thurs	2	6
Palm Coast Plaza	3044 Military Trl S	Lake Worth, FL 33463	2	Wed	1	1
PBC - Fire Rescue Station #35 (Lantana)	2501 Lantana Rd W	Lantana, FL 33462	2	Mon - Thurs	2	2
Plantation Plaza	2650 Military Trl S	West Palm Beach, FL 33415	2	Wed - Sat	2	2
SWA CCTS	1810 Lantana Rd	Lantana, FL 33462	2	Mon - Wed - Fri	3	1
The Marketplace	7350 Lake Worth Rd	Lake Worth, FL 33463	2	Mon - Thurs	2	2
Vi at Lakeside Village	2792 Donnelly Dr	Lake Worth, FL 33462	2	Mon - Wed	2	1
Worth Plaza	7111 Lake Worth Rd	Lake Worth, FL 33467	2	Mon - Thurs	2	3
			13 Stops			24
Flagler Square	1860 Forest Hill Blvd	Lake Clarke Shores, FL 33406	Lake Clarke Shores	Thurs	1	1
			1 Stop			1
Fun Depot	2001 10th Ave N	Lake Worth, FL 33461	Lake Worth	Mon - Thurs	2	2
Gaslight Business Park Condo Assoc Inc	1937 10th Ave N	Lake Worth, FL 33467	Lake Worth	Mon - Thurs	2	2
Lake Worth Commerce Center	1100 Barnett Dr	Lake Worth, FL 33463	Lake Worth	Mon - Thurs	2	2
			3 Stops			6
Family Matters (WIC, Lantana)	1216 Lantana Rd W	Lantana, FL 33462	Lantana	Mon - Thurs	2	1
Lantana Municipal Beach	100 Ocean Ave	Lantana, FL 33462	Lantana	Mon	1	2
Leisureville Press	635 Gator Dr	Lantana, FL 33462	Lantana	Wed - Sat	2	1
			3 Stops			4
Hotshots Paintball	16169 Southern Blvd	Loxahatchee Groves, FL 33470	Loxahatchee Groves	Wed	1	1
PBC - Fire Rescue Station #21 (Loxahatchee)	14200 Old Okeechobee Blvd	Loxahatchee Groves, FL 33411	Loxahatchee Groves	Wed - Sat	2	2
			2 Stops			3
Janitors Supply Outlet	3395 Lake Worth Rd Ste 14	Palm Springs, FL 33461	Palm Springs	Mon	1	1
Locks of Love	2925 10th Ave N	Palm Springs, FL 33461	Palm Springs	Mon	1	1
			2 Stops			2
Royal Palm Professional Center	11440 Okeechobee Blvd	Royal Palm Beach, FL 33411	Royal Palm Beach	Sat	1	1
			1 Stop			1
Boys and Girls Club of PBC, Inc.	3401 South Shore Blvd	Wellington, FL 33411	Wellington	Wed	1	1
Chancellor Corp Center	12008 South Shore Blvd	Wellington, FL 33414	Wellington	Wed	1	1
Collision Physician	3060 Fairlane Farms Road	Wellington, FL 33414	Wellington	Wed	1	1
Commerce Park/Forum Publication	11496- 11576 Pierson Road	Wellington, FL 33414	Wellington	Wed	1	1
Commerce Park/Tri-City Flooring	11586 Pierson Rd	Wellington, FL 33414	Wellington	Wed	1	1
Estates, The	2301 Wellington Green Dr	Wellington, FL 33414	Wellington	Wed - Sat	2	1
Fortune Way G Building	11320 Fortune Circle	Wellington, FL 33414	Wellington	Wed - Sat	1	1
Lake Wellington Professional Center	12230 Forest Hill Blvd #110	Wellington, FL 33414	Wellington	Wed	1	1
PS Business Park	3132 Fortune Way	Wellington, FL 33414	Wellington	Wed	1	1
Shoppes at Chancellor	12020 South Shore Blvd #400	Wellington, FL 33414	Wellington	Wed - Sat	2	1
Village Walk of Wellington	2500 Village Walk Cir	Wellington, FL 33414	Wellington	Wed	1	1
Wellington Country Plaza	12789 Forest Hill Blvd W #E	Wellington, FL 33414	Wellington	Wed - Sat	2	6
Wellington, Village of	14000 Greenbriar Blvd	Wellington, FL 33414	Wellington	Wed	1	1
			13 Stops			18

Organization	Address	CityStZip	DistrictNum	ServiceDays	Frequency	Qty*
Atlantic Property & Equipment	4601 10th Ave N	Lake Worth, FL 33463	2	Mon	1	1
		Municipal Stops	25 Stops		Total Municipal Containers	35
		Total Stops	38 Stops		Total All Containers	59

*Quantity - All containers are 8 cubic yard containers unless otherwise noted.

SERVICE AREA 3						
Organization	Address	CityStZip	DistrictNum	ServiceDays	Frequency	Qty*
Aberdeen Plaza	8188-8200 Jog Rd	Boynton Beach, FL 33437	3	Mon - Thurs	2	1
Albanese Commerce Center	1200 Rogers Cir S	Boca Raton, FL 33487	3	Tues	1	1
Alderman Farms	9005 Boynton Beach Blvd W	Boynton Beach, FL 33436	3	Mon	1	1
Boca Hamptons Plaza	9070 Kimberly Blvd	Boca Raton, FL 33434	3	Tues - Fri	2	2
Boynton Beach Professional Center	7280 Boynton Beach Blvd	Boynton Beach, FL 33437	3	Thurs	1	1
Fontana Plaza	9045 La Fontana Blvd	Boca Raton, FL 33434	3	Tues	1	1
Fountains of Boynton Beach	6501-6555 Boynton Beach Blvd W	Boynton Beach, FL 33467	3	Mon - Thurs	2	4
Jewish Community Center	8500 Jog Rd	Boynton Beach, FL 33437	3	Tues	1	1
Loggers Plaza	11400 Palmetto Park Rd W	Boca Raton, FL 33428	3	Tues - Fri	2	3
Loxahatchee Wildlife Reserve	10216 Lee Rd	Boynton Beach, FL 33437	3	Tues	1	1
Reserve Shopping Center, The	9715 Clint Moore Rd	Boca Raton, FL 33496	3	Tues - Fri	2	1
Sandalfoot Plaza	23164 Sandalfoot Plaza Dr	Boca Raton, FL 33428	3	Tues - Fri	2	5
Somerset Shoppes	8903 Glades Rd W	Boca Raton, FL 33496	3	Tues - Fri	2	2
SWA SWCTS	13400 State Rd 7	Delray Beach, FL 33446	3	Tues - Fri	2	3
Yamato Village	9101 Lakeridge Blvd	Boca Raton, FL 33496	3	Tues - Fri	2	3
			15 Stops			30
		Municipal Stops	0 Stops	Total Municipal Containers		0
		Total Stops	15 Stops	Total All Containers		30

*Quantity - All containers are 8 cubic yard containers unless otherwise noted.

SERVICE AREA 4

Organization	Address	CityStZip	DistrictNum	ServiceDays	Frequency	Qty*
Market Place Plaza	14537 Military Trl S	Delray Beach, FL 33484	4	Fri	1	2
PBC - Fire Rescue Station #42 (Delray Beach)	14276 Hagen Ranch Rd	Delray Beach, FL 33437	4	Fri	1	1
Village of Oriole Plaza	7239 Atlantic Ave W	Delray Beach, FL 33446	4	Tues - Fri	2	4
Palm Court Tower	5150 Linton Blvd	Delray Beach, FL 33484	4	Tues	1	1
Polo Club Shoppes	17700 Military Trl	Boca Raton, FL 33496	4	Tues - Fri	2	1
Stafford Court Assisted Living Facility	6343 Via De Sonrisa Del Sur	Boca Raton, FL 33433	4	Tues - Fri	2	2
			6 Stops			11
AAA Discount Medical	5471 Dixie Hwy N #8	Boca Raton, FL 33487	Boca Raton	Tues - Fri	2	1
Aluminum Solutions Group	6500 Rogers Cir E	Boca Raton, FL 33487	Boca Raton	Tues - Fri	2	1
APOC 5	1225 Broken Sound Pkwy	Boca Raton, FL 33431	Boca Raton	Fri	1	1
Boca Bay	7900 Federal Hwy N	Boca Raton, FL 33431	Boca Raton	Tues - Fri	2	1
Boca Commercial Industrial (E Rogers Cir)	990 Rogers Cir E	Boca Raton, FL 33487	Boca Raton	Tues	1	1
Boca Commercial Industrial (W Rogers Cir)	6530 Rogers Cir W	Boca Raton, FL 33487	Boca Raton	Fri	1	1
Clint Moore Business Plaza	910 Clint Moore Rd	Boca Raton, FL 33487	Boca Raton	Tues	2	1
Fifth Avenue Shoppes	2118 Federal Hwy N	Boca Raton, FL 33432	Boca Raton	Tues - Fri	2	2
Laird Commerce Center	6640 Rogers Cir E	Boca Raton, FL 33487	Boca Raton	Tues	1	1
Lake Point Center	1060 Holland Dr	Boca Raton, FL 33487	Boca Raton	Tues - Fri	2	1
Nordic Leather	1080 1st Ave NW	Boca Raton, FL 33432	Boca Raton	Tues	1	1
North Dixie Plaza	378 42nd St NE	Boca Raton, FL 33487	Boca Raton	Tues - Fri	2	3
Oak Circle	4301 Oak Circle	Boca Raton, FL 33431	Boca Raton	Tues - Fri	2	1
Palm Beach State College	3000 Saint Lucie Ave	Boca Raton, FL 33431	Boca Raton	Tues	1	2
Paseos Plaza	2621 Federal Hwy N	Boca Raton, FL 33431	Boca Raton	Tues - Fri	2	2
Pinar International	7614 6th Ave NW	Boca Raton, FL 33487	Boca Raton	Tues - Fri	2	1
Quincy Johnson Architects	949 Clint Moore Rd	Boca Raton, FL 33487	Boca Raton	Tues - Fri	2	1
St. Andrews Estates North	6152 Verde Trl N	Boca Raton, FL 33433	Boca Raton	Tues - Fri	2	1
St. Andrews Estates South	6045 Verde Trail South	Boca Raton, FL 33433	Boca Raton	Tues - Fri	2	1
Todays Business Interiors	1001 Clint Moore Rd #101	Boca Raton, FL 33487	Boca Raton	Tues	1	1
T-Rex (Boca Corporate Center & Campus)	5000 T-Rex Ave	Boca Raton, FL 33431	Boca Raton	Fri	1	1
Unisphere Networks	7800 Congress Ave #100	Boca Raton, FL 33487	Boca Raton	Tues	1	1
			22 stops			27
Abbey Delray North	2000 Lowson Blvd	Delray Beach, FL 33483	Delray Beach	Tues - Fri	2	2
Antique Mall	19 5th Ave SE	Delray Beach, FL 33445	Delray Beach	Tues - Fri	2	1
Blair Square	439 Atlantic Ave E	Delray Beach, FL 33483	Delray Beach	Tues - Fri	2	1
Delray Beach, City of	100 1st Ave NW	Delray Beach, FL 33483	Delray Beach	Mon - Thurs - Sat	3	5
Delray Chamber of Commerce	64 5th Ave SE	Delray Beach, FL 33483	Delray Beach	Mon - Thurs - Sat	3	2
Delray Parking Lot	112 5th Ave NW	Delray Beach, FL 33483	Delray Beach	Mon - Thurs - Sat	3	2
Delray Rug Co.	37 6th Ave SE	Delray Beach, FL 33483	Delray Beach	Fri	1	1
East Atlantic Plaza	777 Atlantic Ave E	Delray Beach, FL 33431	Delray Beach	Tues - Fri	2	1
Family Matters-(WIC-Delray Bch)	1833 Dr Andre's Way	Delray Beach, FL 33444	Delray Beach	Fri	1	1
FEC Railroad Tracks	100 4th Ave NE	Delray Beach, FL 33444	Delray Beach	Mon - Thurs - Sat	3	2
Klines Patio	2275 Federal Hwy S	Delray Beach, FL 33483	Delray Beach	Tues	1	2
Latitude of Delray	3100 Federal Hwy S	Delray Beach, FL 33483	Delray Beach	Tues	1	1
Marriott-Delray Beach	10 Ocean Blvd N	Delray Beach, FL 33483	Delray Beach	Tues - Fri	2	3
Micronized Flouropolymer Products Inc	1055 15th Ave SW	Delray Beach, FL 33444	Delray Beach	Tues - Fri	2	1

Organization	Address	CityStZip	DistrictNum	ServiceDays	Frequency	Qty*
Palm Court Plaza (Delray Beach)	5130 Linton Blvd	Delray Beach, FL 33484	Delray Beach	Tues - Fri	2	1
Park Ten Business Park	1065 15th Ave SW #2	Delray Beach, FL 33444	Delray Beach	Tues - Fri	2	9
PBC - Health Department	225 Congress Ave S	Delray Beach, FL 33445	Delray Beach	Tues	1	1
PBC - South County Admin	345 Congress Ave S	Delray Beach, FL 33445	Delray Beach	Tues	1	1
Pineapple Grove Village	325 2nd St NE	Delray Beach, FL 33445	Delray Beach	Tues - Fri	2	1
Remus Shutters	114 2nd St SE	Delray Beach, FL 33446	Delray Beach	Tues	1	1
South Delray Shopping Center	3135 Federal Hwy S	Delray Beach, FL 33483	Delray Beach	Tues - Fri	2	1
Tamiami Tile (Park Ten Business Park)	1085 15th Ave SW	Delray Beach, FL 33444	Delray Beach	Fri	1	1
			22 stops			41
		Municipal Stops	44 Stops	Total Municipal Containers		68
		Total Stops	66 Stops	Total All Containers		79

*Quantity - All containers are 8 cubic yard containers unless otherwise noted.