



AGENDA
Special City Council Meeting
Wednesday, June 28, 2023, 6:00 PM
Council Chambers, 116 First Street, Neptune Beach, Florida

1. CALL TO ORDER / ROLL CALL
2. PUBLIC COMMENT
3. CONSIDERATION OF WASTE PRO CONTRACT EXTENSION
4. ADJOURN

Residents attending public meetings can use the code **1LWE** to validate their parking session at no cost. Up to 30 minutes before the meeting starts, follow these steps:

- Make sure you are parked in a North Beaches public parking space – we can't validate valet parking or parking in private lots.
- To use a kiosk: Using a nearby kiosk, press the Start button and then select 2 to enter your plate and the validation code.
- To use the Flowbird app: Tap the nearest yellow balloon and tap "Park here." From the payment screen, select "Redeem a code" at the top. Confirm your information and tap "Purchase" – the price will show "Free."

**AMENDMENT TO CITY OF NEPTUNE BEACH
MUNICIPAL SOLID WASTE SERVICES CONTRACT**

THIS AMENDMENT TO CITY OF NEPTUNE BEACH MUNICIPAL SOLID WASTE SERVICES CONTRACT (this "**Amendment**") is entered into as of the date of last signature below (the "Effective Date") by and among between the **CITY OF NEPTUNE BEACH, FLORIDA** (the "City"), and **WASTE PRO OF FLORIDA, INC.** ("Contractor") in order to provide the following amendments to that certain City of Neptune Beach Municipal Solid Waste Services Contract between City and Contractor dated September 6, 2016 (the "Contract"). Capitalized terms used within this Amendment without definition have the meanings given thereto in the Contract.

RECITALS

- A. The City and Contractor entered into the Contract for purposes municipal solid waste services as described in the Contract.
- B. The initial term of the Contract was scheduled to expire on October 31, 2023 and the City and Contractor previously agreed to extend such term to November 30, 2023.
- C. Seller and Buyer desire to memorialize the above extension, provide for an additional extension, update the rates to be charged, and to make other changes to the Contract.

NOW THEREFORE, in consideration of the mutual promises contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, with the intention to be legally bound, agree as follows:

- 1. The background is incorporated.
- 2. The City and Contractor adopt and confirm the extension of the initial term to November 30, 2023.
- 3. A dispute arose between the City and Contractor regarding respective amounts owed between the parties for the Fuel Recovery Fee and the Franchise Fee. The parties agree that the City owes Contractor \$169,310.13 when a net analysis of such figures is made. In consideration of this Amendment and the terms contained herein, the City and Contractor agree to release each other of any claims related to the Fuel Recovery Fee and Franchise Fee. City releases Contractor, and Contractor releases City, with such releases extending to each party's predecessors, successors, officers, employees, agents, insurers, lenders, heirs, and assigns, and any related persons or parties, from any and all manners of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims, warranties and demands whatsoever, in law or in equity, for, regarding or relating to the dispute over the Fuel Recovery Fee and the Franchise Fee.
- 4. Contractor will routinely pressure wash and deodorize the trash compactor at the Town Center every sixty (60) days.

5. Exhibit C shall be replaced with the attached Exhibit C.
6. The City and Contractor agree to the following changes to the Contract:
 - a. The term set forth in Section 4 on the first page is amended to provide “December 1, 2023 until November 30, 2029”.
 - b. In Section 5 on the first page, strike the first sentence and replace it with the following: “At the mutual option of the City and Contractor, this Contract may be extended for three (3) year periods by either party giving written notice to the other party of its desire to so extend the Contract no later than one hundred eighty (180) days prior to the end of the initial or any extended period hereunder.”
 - c. In Section 5 on the first page, add after the second sentence: “If the receiving party has not provided such written notice, the parties may continue to negotiate without a need for formal extension of such period.”
 - d. The Franchise Fee in section 1.11 is deleted.
 - e. In Section 3.3, replace “City shall publish at its expense at least once during each calendar year a map of the Residential Unit collection routes in the newspaper published of such size to clearly show all pertinent information” with “Upon any change to Residential Unit collection routes, City shall provide notice of such change to impacted customers with its utility bill mailing or by separate mailing.”
 - f. In Section 3.13, add “Contractor shall commence efforts to clean up the litter caused by the spillage within one day of notice of such spillage.”
 - g. The Fuel Recovery Fee set forth in Section 4.3(a)(i) is stricken in its entirety.
 - h. In Section 4.4 add the following language after the first sentence: “In the event the tipping fee is increased above the amount charged when this Amendment is executed, any such increase shall be paid by the City.”
 - i. Add the following to the end of Section 4.5: “Notwithstanding anything to the contrary, and subject to the last paragraph of this Section 4.5, rates shall not increase in an amount greater than six percent (6%) in any single year. If the CPI increase exceeds six percent (6%) in any single year, Contractor shall be entitled to retain the right to apply any excess to future years so long as the increase any single year is not greater than six percent (6%) of the prior year. For example, if in Year 1, the increase in CPI is seven percent (7%), then the rate shall increase six percent (6%) and Contractor shall carry over one percent (1%). If the increase in CPI in Year 2 is five percent, then the rate will increase by six percent (6%), accounting for both the banked increase from Year 1 and the Year 2 increase. Banked increases shall carryover until such time as they are used or the term expires.

The Contractor may petition the City for a rate adjustment on the basis of extraordinary or unusual changes in the costs of its operations that could not be reasonably foreseen by a prudent person. Contractor’s petition shall contain a detailed justification for any rate adjustment. Among other things, the Contractor’s petition shall include an audited statement of Contractor’s historical and current expenses, demonstrating that the

Contractor has incurred an extraordinary increase in Contractor's costs due to factors beyond Contractor's control, which have occurred through no fault or negligence of Contractor. The audited statement shall be prepared by a certified public accountant that is licensed at the State of Florida and not an employee of Contractor or its affiliates. At its expense, the City may audit the Contractor's records to evaluate the Contractor's request. The Contractor shall be given a reasonable opportunity to explain the grounds for its petition at a public meeting conducted by the City."

- j. The Franchise Fee in Section 4.8(a) is stricken.
- k. In Section 4.9, replace "ninety (90) days" with "twelve (12) months."
- l. Section 5 is stricken in its entirety and replaced with the following language:
"The Contractor shall have a disaster response plan for the removal and disposal of excessive amounts of debris and/or refuse accumulated by reason of a storm event, natural disaster, severe weather disturbance, riot or other calamity. The Contractor's emergency response plan shall have operation details and unit pricing. Should an event as described above occur, the City and the Contractor shall meet as soon as practical to determine the capacity and ability of the Contractor to respond and formulate and agree upon a service and clean-up plan. Contractor agrees to provide a copy of such plan to the City and to provide updated versions when adopted from time to time. City shall notify Contractor as to what information is required in order for Contractor to be reimbursed by the City."
- m. In Section 6, "the City's Easter in the Park and Christmas in the Park events" is replaced with "such public events sponsored by the City as identified by the City".
- n. References to the "initial term" in Section 14.1 shall be stricken and such provision shall apply to any term of the Contract.
- o. The second sentence of Section 15 is deleted and is replaced with "City shall be liable for all lost or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Contractor's handling of the equipment) caused by any matters for which the City is responsible for maintenance."

7. This Amendment shall be deemed part of, but shall take precedence over and supersede any provisions to the contrary in the Contract. Except as specifically modified by this Amendment, all the provisions of the Contract remain unmodified and in full force and effect and is hereby ratified and reaffirmed by the parties. Any and all references in the Contract to "this Agreement" or "this Contract" shall constitute references to the Contract as amended by this Amendment. Unless defined herein, capitalized terms shall have the same meaning as in the Contract.

8. This Amendment may not be amended or discharged except by an instrument in writing duly executed by all of the parties to this Amendment.

9. This Amendment may be executed in several counterparts with the same effect as if all the parties to hereto had signed the same document. All counterparts shall be construed together and shall constitute one agreement. The delivery of an executed counterpart by facsimile or other means of electronic transmission (such as the delivery of a "pdf" copy by e-mail delivery) shall constitute the delivery of an originally executed counterpart.

IN WITNESS WHEREOF, the City and Contractor have executed this Amendment as of the Effective Date.

**WASTE PRO OF FLORIDA, INC.,
a Florida corporation**

Dated

By: _____
Printed Name: _____
Its: _____

Witness
Print: _____

Witness
Print: _____

CITY OF NEPTUNE BEACH

ATTEST:

Catherine Ponson, Clerk

Richard Pike, Interim City Manager

Witness
Print: _____

Witness
Print: _____

Approved as to correctness of form:

Zachary Roth, City Attorney

EXHIBIT C

CONTRACTOR'S PRICING

<u>SERVICE TYPE</u>	<u>SERVICE LEVEL</u>	<u>RATE</u>
Residential Solid Waste	2 times per week	\$29.34
Recycling	1 time per week	
Yard Waste	1 time per week	
Bulk	1 time per week	
Sludge	As needed	\$773.10 Per Haul & Disposal
Commercial	As needed	\$8.55 Per Cubic Yard
Roll-off	As needed	\$773.10 Per Haul & Disposal

DRAFT

 **COPY**

City of Neptune Beach

Municipal Solid Waste Services Contract



September 1, 2016 – October 31, 2023

MUNICIPAL CONTRACT

THIS MUNICIPAL CONTRACT (the "Contract"), is made and entered into this 6th day of September, 2016, by and between THE CITY OF NEPTUNE BEACH, FLORIDA (hereinafter the "City") and Waste Pro of Florida, Inc., a company qualified to do and actually doing business in the State of Florida (hereinafter the "Contractor").

WITNESSED, THAT in consideration of the covenants and agreements contained in this Contract, to be performed by the parties and of the payments agreed to be made, the parties agree as follows:

1. The Contractor is hereby granted the sole and exclusive franchise, license and privilege within the territorial jurisdiction of the City and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to collect waste materials during term of this Contract for the following areas:

- Residential Solid Waste and Recycling and Commercial and Industrial Solid Waste
- Municipal Facilities
- Recyclables from above locations only

2. The Contract Documents shall include the following documents, and this Contract expressly incorporates the same as if fully set forth verbatim in this Contract:

- a. Exhibit A – General Specifications
- b. Exhibit B – Insurance Requirements
- c. Exhibit C – Contractor's Proposal/Pricing
- d. Exhibit D – Contractor's Performance Bond
- e. Exhibit E – Waste Material Collection Specifications for Residential Units
- f. Exhibit F – Waste Material Collection Specifications for Municipal Facilities
- g. Exhibit G – Recyclable Material Collection Specifications for Residential Units
- h. Exhibit H - Recyclable Material Collection Specifications for Municipal Facilities
- i. Exhibit I – List of Special Events
- j. Exhibit J - Any addenda or changes to the foregoing documents agreed to by the parties hereto.

3. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon written consent of the parties. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.

4. The initial term if this Contract shall be from September 1, 2016 (the "Effective Date") until October 31, 2023.

5. At the mutual option of the City and Contractor, this Contract may be extended for up to three, one year periods by either party giving written notice to the other party of its desire to so extend the Contract no later than one hundred eighty (180) days prior to the end of the initial or any extended period hereunder. Upon receipt of such written request, the receiving party may agree to such extension by providing written notice to the other party within thirty (30) days after receipt of the other party's written request for such extension. The terms and conditions as applicable to the initial term shall apply to the

extended terms except for the pricing which shall be as provided in the pricing Exhibit to this Contract, and, such other changes as shall be mutually agreed upon by the City and the Contractor. Absent either the timely written request from either party, or the timely written response from the other party agreeing to extend the term of this Contract, the Contract shall terminate on its scheduled expiration date.

IN WITNESS HEREOF, the parties have entered into this Contract as of the date first written above.

WITNESS:

Amanda Askew

City of Neptune Beach, Florida

BY: Andrew E. Hyatt
Andrew E. Hyatt, City Manager

DATE: 9/6/16

WITNESS:

Chy Rhoden

BY: David Schneider
David Schneider, Region Vice President
Contractor

DATE: 9/9/16

David Schneider, Region Vice President
Contractor Name with Authority To So Execute

EXHIBIT A
GENERAL SPECIFICATIONS

1. DEFINITIONS

1.1 Bags — Plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 35 lbs.

1.2 Bin — A receptacle designed to be lifted and emptied mechanically for use primarily at selected Municipal Facilities and Large Commercial and Industrial Units.

1.3 Bulky Waste — Stoves, refrigerators (with all CFC removed), water tanks, washing machines, furniture and other similar items, and, materials other than Construction Debris, Large Dead Animals, Hazardous Waste or Stable Matter with weights or volumes greater than those allowed for Containers, as the case may be.

1.4 City — City of Neptune Beach, Florida, acting through the City Council and/or City Manager.

1.5 Commercial and Industrial Refuse — All Bulky Waste, Construction Debris, Garbage, Rubbish and Stable Matter generated by a Producer at a Large Commercial and Industrial Unit.

1.6 Container for Garbage, Rubbish & Yard Waste Collection — A receptacle with the capacities designated on the exhibits hereto that is designed for the purpose of curbside collection of Garbage, Rubbish and Yard Waste and is constructed of plastic or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid. The mouth of a container shall have a diameter greater than equal to that of the base.

1.7 Container for Recycling — A receptacle with the capacities designated on the exhibits hereto that is designed for the purpose of curbside collection of Recyclable Materials and is constructed of plastic or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid. The mouth of a container shall have a diameter greater than equal to that of the base.

1.8 Contractor — shall mean the entity which agrees to perform the work or services as set forth in the Contract.

1.9 Construction Debris — Waste building materials resulting from construction, remodeling, repair or demolition operations at a Residential Unit, Municipal Facility or Large Commercial and Industrial Unit.

1.10 Disposal Site — A Waste Material depository designated by Contractor, including but not limited to sanitary landfills, transfer stations, incinerators, recycling facilities and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Waste Material and Dead Animals.

1.11 Franchise Fee – The amount of money for which the Contractor shall be obligated to the City for the privilege of providing refuse collection service to customers within the City under the terms and conditions of this Contract.

1.12 Garbage — Any and all Small Dead Animals; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Excluded Waste.

1.13 Hazardous Waste — A form of Excluded Waste and is defined as any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic Hazardous Waste as defined by federal, state, provincial or local law or any otherwise regulated waste. Hazardous Waste shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other applicable federal, state or local laws or regulations.

1.14 Institutional Solid Waste — Solid waste originating from education, health care and research facilities such as schools, hospitals, nursing homes, laboratories and other similar establishments.

1.15 Commercial and Industrial Unit — All premises, locations or entities, public or private, requiring Garbage and Rubbish collection within the corporate limits of City that are not classified as a Residential Unit or Municipal Facility.

1.16 Dead Animals — Animals or portions thereof equal to or greater than ten pounds (10 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.

1.17 Multi-Family — The term multi-family shall refer to all residential dwelling units of more than one (1) unit considered to be condominiums, apartment houses or grouped housing.

1.18 Municipal Facilities — Means only those specific municipal locations as set forth on Exhibits F and H of this Contract.

1.19 Offal Waste — Waste animal (land or marine) matter from establishments such as butcher shops, slaughterhouses, food processing and packing plants, rendering plants and fertilizer plants.

1.20 Producer — An operator or occupant of a commercial or industrial facility or a Residential Unit who generates Garbage, Rubbish, Yard Waste or Recyclable Materials.

1.21 Recycling — The collection of and the delivery of Recyclable Materials pursuant to the Contract Documents.

1.22 Recyclable Materials —Recyclable Materials shall be those materials listed in the City of Jacksonville’s “Curbside Recycling Guidelines” attached hereto and incorporated as Exhibit I.

1.23 Residential Unit — A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single-family dwelling units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit. For purposes of this Contract, a Residential Unit shall include a Producer at a small commercial business whose Garbage and Rubbish is placed in not more than two (2) ninety-six (96) gallon containers per collection day, including but not limited to, offices, stores, service stations, restaurants, amusement centers, schools, churches, etc. located within the boundaries of the City.

1.24 Rubbish — All waste wood, wood chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Excluded Waste.

1.25 Solid Waste — Useless, unwanted or discarded materials with insufficient liquid content to be free-flowing, that result from domestic, industrial, commercial, agricultural, governmental and community operations which require proper storage, collection, transportation and disposal to prevent environmental pollution inimical to public health, safety and welfare. Solid Waste does not include sewage, earth or material used to fill land in accordance with construction codes, mining residues, slag, dissolved or suspended solids in industrial waste water effluents which are not acceptable for disposal in sanitary sewage treatment system or any material included in the definition of Excluded Waste.

1.26 Special Waste — Any nonhazardous solid waste which, because of its physical characteristics, chemical make-up, or biological nature requires either special handling, disposal procedures including liquids for solidification at the landfill, documentation, and/or regulatory authorization, or poses an unusual threat to human health, equipment, property, or the environment. Special Waste includes, but is not limited to:

- (a) Waste generated by an industrial process or a pollution control process;
- (b) Waste which may contain residue and debris from the cleanup of spilled petroleum, chemical or commercial products or wastes, or contaminated residuals;
- (c) Waste which is nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 ("RCRA");
- (d) Waste from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes;
- (e) Waste which may contain free liquids and requires liquid waste solidification;

(f) Containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are "empty" as defined by RCRA;

(g) Asbestos containing or asbestos bearing material that has been properly secured under existing Applicable Law;

(h) Waste containing regulated polychlorinated biphenyls (PCBs) as defined in the Toxic Substances Control Act (TSCA);

(i) Waste containing naturally occurring radioactive material (NORM) and/or technologically-enhanced NORM (TENORM); and

(j) Municipal or commercial solid waste that may have come into contact with any of the foregoing; and

(k) Waste tires.

1.27 Stable Matter — All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

1.28 Tipping Fee — A fee charged for the amount of waste disposed of by customers at a landfill, recycling facility or waste processing facility. Also known as a disposal fee or gate fee.

1.29 Waste Material — All non-hazardous, Solid Waste (including Garbage, Rubbish, Yard Waste and Recyclable Materials) generated at Residential Units that is not excluded by this Contract. Waste Material shall not include any Excluded Waste.

1.30 Vegetable Waste — Putrescible solid waste resulting from the processing of plants for food by commercial establishments such as canneries. This definition does not include waste products resulting from the preparation and consumption of food in places such as cafeterias and restaurants.

1.31 Yard Waste — Grass, leaves, flowers, stalks, stems, tree trimmings, branches, and tree trunks. For yard waste collection services, grass, pine needles, leaves, flowers, stalks, stems, Spanish moss and small tree trimmings (less than four (4) feet in length and less than two (2) inches in diameter) shall be in a container, bag or box the weight of which shall not exceed forty (40) pounds. Larger tree trimmings shall be laid neatly in piles at curbside. The maximum weight of any item placed out for yard waste collection shall be forty (40) pounds. Branches in excess of four (4) feet in length may, but are not required to be, in a container, bag or box. Contractor shall be obligated to collect no more than three (3) containers (or their equivalent) per week from each Residential Unit. Any collections needed by a Residential Unit in excess of such amount must be individually contracted by the Residential Unit Producer with Contractor under terms, prices and documents acceptable to both the Residential Unit Producer and Contractor.

2. SCOPE OF WORK

2.1 General. The work under this Contract shall consist of all the supervision, materials, equipment, labor and all other items necessary to collect and dispose of the Waste Material from all Residential Units and other specified locations in accordance with the Contract Documents. Specifically, the work under this Contract is as described in detail in the following Exhibits:

- (a) Exhibit E - Waste Material Collection Specifications for Residential Units
- (b) Exhibit F - Waste Material Collection Specifications for Municipal Facilities
- (c) Exhibit G - Recyclable Material Collection Specifications for Residential Units
- (d) Exhibit H - Recyclable Material Collection Specifications for Municipal Facilities

2.2 Work Not Covered By Contract. The work under this Contract does not include:

- (a) the collection or disposal of construction or demolition debris from either residential, municipal or commercial locations;
- (b) the collection or disposal of Excluded Waste materials;
- (c) the collection of recyclable materials from Commercial and Industrial Units in the City.

2.3 Additional Work Separately Contracted at Contractor's Election with Residential Units and Municipal Facilities. Contractor may provide any other waste collection and disposal services and/or recyclable services to Residential Units and Municipal Facilities (e.g. collection and removal of construction debris, large dead animals, bulky items, etc.) that are not included within the scope of this Contract according to individual agreements negotiated between Contractor and such customers and under such terms and conditions as may be mutually agreed upon by Contractor and such customers. However, this Contract does not require such customers to use Contractor for such services.

3. COLLECTION OPERATIONS — GENERAL PROVISIONS

3.1 Location of Containers for Collection. Each Container shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways. Containers shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Containers shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Container not so placed or any Waste Material not in a Container as specified in the applicable Exhibit hereto.

3.2 Hours of Operation. Collection of Waste Material shall not start before 7:00 A.M. or continue after 7:00 P.M. on the same day. Exceptions to collection hours shall be effected only upon the

mutual agreement of the City and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

3.3 Routes of Collection. Residential Unit and Municipal Facilities collection routes shall be established by the Contractor. Contractor shall submit a map designating the Residential Unit and Municipal Facilities collection routes to the City at least two (2) weeks in advance of the commencement date for such route collection activity. City shall publish at its expense at least once during each calendar year a map of the Residential Unit collection routes in the newspapers published of such size to clearly show all pertinent information. The Contractor may from time to time make changes in routes or days of collection affecting Residential Units or Municipal Facilities, provided such changes in routes or days of collection are submitted to the City at least two (2) weeks in advance of the commencement date for such changes. City shall promptly give written or published notice to the affected Residential Units.

3.4 Holidays. The following shall be holidays for purposes of this Contract: New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. Contractor may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Contractor of his obligation to provide collection service at Residential Units at least three times per week.

3.5 Complaints. All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of Waste Material or Recyclable Materials not collected within one business day after the complaint is received.

3.6 Collection Equipment. The Contractor shall provide an adequate number of vehicles meeting standards and inspection requirements as set forth by the laws of the State for regular municipal waste collection services. For Waste Material collection, all vehicles and other equipment shall be kept in good repair and appearance at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor.

3.7 Office. The Contractor shall maintain an office or such other facilities through which it can be contacted by direct visit or by local (toll free) call from anywhere in the City. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 7:00 A.M. to 7:00 P.M. on regular collection days.

3.8 Hauling. All Waste Material and Recyclable Material hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling or blowing are minimized.

3.9 Disposal. All Waste Material, other than Recyclable Materials, collected within the City under this Contract shall be deposited at any Disposal Site properly authorized by the State. The Contractor shall negotiate directly with the Owner/Operator of the Disposal Site for permission to use the Disposal Site and the Contractor shall bear all disposal costs.

3.10 Delivery. All Recyclable Materials collected for delivery and sale by the Contractor shall be hauled to a commodity buyer selected by the Contractor pursuant to the Contract Documents. The charge for delivery to the commodity buyer shall be included in the rates set forth for the Residential Units and

Municipal Facilities serviced by the Contractor. Any revenue obtained by Contractor from the sale of the Recyclable Materials shall belong to Contractor.

3.11 Notification. The City shall notify all Producers at Residential Units about complaint procedures, rates, regulations, and day(s) for scheduled Waste Material and Recyclable Material collections.

3.12 Point of Contact. All dealing, contacts, etc., between the Contractor and the City shall be directed by the Contractor to the City's point of contact specified in the applicable Exhibit, and, by the City to the Contractor's General Manager or Operations Manager.

3.13 Litter or Spillage. The Contractor shall not litter premises in the process of making collections, but Contractor shall not be required to collect any Waste Material that has not been placed in approved containers or in a manner herein provided. During hauling, all Waste Material shall be contained, tied or enclosed so that leaking, spillage or blowing is minimized. In the event of spillage by the Contractor, the Contractor shall be required to clean up the litter caused by the spillage.

4. BASIS OF PRICES AND METHOD OF PAYMENT

4.1 Waste Materials Collection and Disposal Rates.

(a) Residential Units and Municipal Facilities. The prices to be paid by the City for the collection and disposal of Waste Material from all Residential Units and Municipal Facilities shall be as shown on Exhibit C, as adjusted in accordance with this Agreement, and shall be computed based upon the actual number of Residential Units and specific Municipal Facilities to which Contractor provided such services during each month of this Contract. The City shall also pay Contractor the other costs and charges as specified in Section 4.3.

(b) Commercial Facilities. The prices to be paid by the City for the collection and disposal of Waste Material from all small commercial facilities shall be as shown on Exhibit C, as adjusted in accordance with this Agreement, and shall be computed based upon the actual services provided by Contractor to such small commercial facilities during each month of this Contract. The City shall also pay Contractor the other costs and charges as specified in Section 4.3. Contractor's invoice shall itemize each of those locations by name and total invoice amount.

4.2 Recyclable Materials Collection and Disposal Rates.

(a) Residential Units and Municipal Facilities. The prices to be paid by the City for the collection and disposal of Recyclable Materials from all Residential Units and Municipal Facilities shall be as shown on Exhibit C, as adjusted in accordance with this Agreement, and shall be computed based upon the actual number of Residential Units and specific Municipal Facilities to which Contractor provided such services during each month of this Contract. The City shall also pay Contractor the other costs and charges as specified in Section 4.3.

(b) Commercial Facilities. Not applicable.

(c) No Other Costs. Except as provided expressly herein, the charges for Contractor's service with respect to this work shall include all taxes, transportation costs and disposal fees.

4.3 Additional Costs and Charges.

(a) Cost Recovery Fees.

(i) Fuel Recovery Fee. Contractor will charge a Fuel Recovery Fee (the "FRF"), which is a percentage of the total standard monthly invoice charges (excluding tax) that will be adjusted on each invoice. The FRF charged on each invoice (and applicable for the entire period covered by the invoice) will be determined by cross-referencing the peak weekly-published price per gallon as reported by the U.S. Energy Information Administration "On Highway Diesel Fuel Prices" index (www.eia.doe.gov/petroleum/gasdiesel/) for the month preceding the month covered in the invoice to the Fuel Recovery Fee Table on Contractor's. Contractor reserves the right to adjust the manner in which the FRF is calculated (including the Fuel Recovery Fee Table).

4.4 Tipping Fees. Contractor is responsible for payment of any and all tipping fees.

4.5 Modification to Rates. Contractor shall increase the rates for service effective on each anniversary of the effective date of this Contract in an amount equal to the percentage increases in the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by United States Department of Labor, Bureau of Statistics (the "CPI"). Rates will be adjusted using the most recently available trailing 12 months average CPI compared to the 12 months preceding. For example, if the CPI price increase is scheduled for April 1, 2015, and the latest CPI index available is the month of February, 2015 the CPI price increase percentage would be computed as the % change from:

The average CPI for the 12 months - March 2014 through February, 2015

against

The average CPI for the 12 months - March 2013 through February, 2014

4.6 City to Act as Collector. The City shall submit statements to and collect from all Residential Units for services provided by the Contractor pursuant to this Contract, including those accounts that are delinquent.

4.7 Delinquent and Closed Accounts. The Contractor shall discontinue Waste Material collection service at any Residential Unit as set forth in a written notice sent to it by the City. Upon further notification by the City, the Contractor shall resume Waste Material collection on the next regularly scheduled collection day. The City shall indemnify and hold the Contractor harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorney's fees) resulting from the Contractor's discontinuing service at any location at the direction of the City.

4.8 Contractor Billings to City. The Contractor shall bill the City for Waste Material and Recyclable Material collection, including disposal, services rendered to Residential Units and Municipal Facilities within ten (10) days following the end of the month and the City shall pay the Contractor on or before the 15th day following the end of such month. Such billing and payment shall be based on the price rates and schedules set forth in the Contract Documents. The Contractor shall be entitled to payment for

service rendered to Residential Units irrespective of whether or not City collects from the customer for such service. Payments not made by the City on or before their due date shall be subject to late fees of: a) the greater of five dollars (\$5) or one and one-half percent (1.5%) per month or portion thereof; or, b) the maximum allowed by law, if less than a). In the event the City withholds payment of a portion or whole of an invoice and it is later determined that a portion or all of such withheld amount is owed to Contractor, such amount shall be subject to the late fees provided herein from the original due date until paid by City.

(a) Franchise Fee of ten percent (10%) will be deducted from monthly bill by Contractor. Any fines and/or liquidated damages will be deducted from the adjusted monthly billing amount by the City.

4.9 Audit. The City may request and be provided with an opportunity to audit of all relevant books and records of Contractor which are used to support the calculations of the charges invoiced to the City under this Contract. Such audits shall be paid for by the City and shall be conducted under mutually acceptable terms at the Contractor's premises in a manner which minimizes any interruption in the daily activities at such premises. The scope of any such audit may encompass only the relevant books and records pertaining to charges which were invoiced to the City within ninety (90) days of any such audit request from the City.

4.10 House Count. The Contractor and the City shall, at a minimum conduct an annual house count for purposes of insuring that all Residential units are accounted for and that payment and billing reflect the proper house count figures.

5. STORM EVENT RESPONSE PLAN

The Contractor shall have a disaster response plan for the removal and disposal of excessive amounts of debris and/or refuse accumulated by reason of a storm event, natural disaster, severe weather disturbance, riot or other calamity. The payment by the City for such collections will be made only according to FEMA guidelines and requirements for reimbursement. The Contractor is solely responsible for complying with all FEMA data and record keeping requirements for appropriate reimbursement. Failure of the Contractor to provide the required record keeping will affect the Contractor's reimbursement by the City. The Contractor's emergency response plan shall have operation details and unit pricing. Should an event as described above occur, the City and the Contractor shall meet as soon as practical to formulate and agree upon a service and clean-up plan.

6. COMMUNITY CONTRIBUTION.

The Contractor agrees to participate in the City's Easter in the Park and Christmas in the Park events with a cash donation to the City of not less than \$8,000.00. This payment will be due to the City no later than November 30th of each year.

7. COMPLIANCE WITH LAWS.

The Contractor shall conduct operations under this Contract in compliance with all applicable laws; provided, however, that the Contract shall govern the obligations of the Contractor where there exist conflicting ordinances of the City on the subject.

8. NON-DISCRIMINATION.

Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

9. RISK ALLOCATION.

9.1 Contractor. Contractor shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property to the extent caused by Contractor's negligence or acts of willful misconduct or those of its subcontractors or agents.

9.2 City. City shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property to the extent caused by the City's negligence or acts of willful misconduct or those of its contractors or agents.

10. LICENSES AND TAXES

The Contractor shall obtain all licenses and permits (other than the license and permit granted by this Contract) and promptly pay all taxes required by the City and by the State.

11. FORCE MAJEURE

Except for City's obligation to pay amounts due to Contractor, any failure or delay in performance under this Contract due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Contract, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Contract during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which the Contractor has no control, shall be included as part of the Contractor's service under this Agreement. In the event of such a flood, hurricane or other Act of God, the Contractor and the City shall negotiate the payment to be made to the Contractor. Further, when the City and the Contractor reach such agreement, then the City shall grant the Contractor variances in routes and schedules, as deemed necessary, of the Contractor.

12. ASSIGNMENT OF CONTRACT

Neither party shall assign this Contract in its entirety without the other party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Contractor may assign this Contract without the City's consent to its parent companies or any of their subsidiaries, to any person or entity who purchases any operations from Contractor or as a collateral assignment to any lender to Contractor.

13. TITLE; EXCLUDED WASTE

13.1 Title. Title to Waste Materials and Recyclable Materials shall pass to the Contractor when placed in Contractor's collection vehicle. Title to and liability for any Excluded Waste shall at no time pass to Contractor.

13.2 Excluded Waste. If Excluded Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the Container of waste. In such situations, Contractor shall contact the City and the City shall undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the waste. In the event any Excluded Waste is not discovered by Contractor before it is collected, Contractor may, in its sole discretion, remove, transport and dispose of such Excluded Waste at a location authorized to accept such Excluded Waste in accordance with all applicable laws and charge the depositor or generator of such Excluded Waste all direct and indirect costs incurred due to removal, remediation, handling, transportation, delivery and disposal of such Excluded Waste. The City shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect the costs incurred by Contractor in connection with such Excluded Waste. Subject to the City's providing all such reasonable assistance to Contractor, Contractor shall release City from any liability for any such costs incurred by Contractor in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the City.

14. TERMINATION OF CONTRACT

14.1 Termination by the City. In the event of a failure by Contractor to perform any material provision of this Contract, the City shall give written notice of such breach to the Contractor along with at least thirty (30) days (the "cure period") to correct such breach. City may terminate this Contract after such cure period if Contractor has not adequately corrected such breach in accordance with this Contract and City so notifies Contractor in writing of such termination action. At such time, City shall pay Contractor only all charges and fees for the services performed on or before such termination date. Thereafter, in the event such termination occurs during the initial term of this Contract, City, as its sole and exclusive remedy may exercise its rights under Contractor's performance bond, and procure the services of another waste services provider to complete the work covered under this Contract for the remainder of the time period covered by the initial term of this Contract. Except for such right during the initial term of this Contract, following any such termination and the final payment from the City to the Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in this Contract and arising prior to such termination date.

14.2 Termination by Contractor. In the event of a failure by City to perform any material provision of this Contract, the Contractor shall give written notice of such breach to the City along with at least thirty (30) days (the "cure period") to correct such breach. Contractor may terminate this Contract after such cure period if City has not adequately corrected such breach in accordance with this Contract and Contractor so notifies City in writing of such termination action. At such time, City shall pay Contractor for all charges and fees for the services performed on or before such termination date. Thereafter, following any such termination and the final payment from the City to the Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in these terms and arising prior to such termination date.

15. CONTRACTOR'S PROPERTY

All containers, trucks and any other equipment that Contractor furnishes under this Contract shall remain Contractor's property. City shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Contractor's handling of the equipment). City and its residents shall use the equipment only for its proper and intended purpose and shall not overload

(by weight or volume), move or alter the equipment. City shall fully reimburse Contractor for any and all claims resulting from personal injuries or death, or the loss of or damage to property (including the equipment) arising out of the use, operation or possession of the equipment by the City, or the City's residents, employees, agents, suppliers, or guests.

16. NEWLY DEVELOPED AREAS

Contractor will, within thirty (30) days of notification to the City provide Waste Material and Recyclable Material collection and disposal services of the same frequency and quality required by the Contract to newly developed areas within the City's current territorial limits. Any areas that may be annexed by the City which contain Residential Units which the City would like Contractor to service, shall be subject to negotiation of a mutually acceptable amendment to this Contract and possible adjustment to Contractor's pricing for such new areas.

17. MISCELLANEOUS TERMS

17.1 Damage to Property. Contractor shall be responsible for any damage to City's property or equipment located adjacent to the collection receptacles and to City's pavement, curbing or other driving surfaces resulting from Contractor's negligent actions in providing the services under this Contract.

17.2 Hold Harmless. The Contractor and its surety hereby expressly bind themselves to indemnify and save the City harmless from any and all actions brought against the City for or on account of any and all injuries or damages received, caused or sustained by any party or parties from the acts, omissions or negligence of the Contractor or its servants or agents, including subcontractors engaged in doing the work herein contracted for, or by, or in consequence of any negligence in guarding against same, or in any improper materials or equipment used in its performance, or by or on account of any act or omission of the Contractor, or on account of any claims or amounts recovered for infringement of patent, trademark, or copyright, or from any claims or amounts arising or recovered under the Workmen's Compensation laws. In the event there any monies due the Contractor, the City Manager may retain said monies if deemed necessary to protect the City from any and all possible or pending actions, claims, injuries, or damages.

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

(a) The following failures and/or violations shall be subject to a \$250 per incident liquidated damages amount:

- i. All legitimate complaints per month.

- ii. Collection of Commercial, Residential Solid Waste and/or Recyclables before 7:00 AM or after 7:00 PM on day of collection.
- iii. Failure to clean spillage in accordance with the Contract.
- iv. Failure to replace damaged container(s) within seven (7) business days; two (2) days for residential customers.
- v. Failure to return containers or garbage receptacles to their original location.
- vi. Failure to repair damage to customer's property within seven (7) days.
- vii. Failure to provide clean, safe and sanitary equipment.
- viii. Failure to maintain office hours as required.
- ix. Failure to appropriately cover and/or secure materials on collection vehicles.
- x. Failure to timely provide accurate documents and reports in response to a timely request.
- xi. Failure to maintain and display contact information on equipment and/or containers.
- xii. Failure to comply with accurate and current employee roster and proper uniforms.
- xiii. Failure to provide, on an annual basis, updated and current route schedules and maps.
- xiv. Use of improper and/or unsatisfactory collection equipment.
- xv. Failure to provide monthly recycling reports in the format determined by the City, for the purpose of tracking and verifying city-wide recycling activity.
- xvi. Failure to submit an annual audited financial statement.
- xvii. Failure to timely and appropriately respond to customer complaints and/or calls.
- xviii. Failure to complete a route on the scheduled day of service.

- xix. Failure to provide proper and timely notification of any and all route changes.
 - xx. Leaving “skid” marks or other such visible damage to City roadways.
- (b) The following failures and/or violations shall be subject to a \$500.00 per incident liquidated damages amount:
- i. Failure to collect missed customers by 7:00 PM the same day when given notice before noon, or by 12:00 noon the following day when given notice between 12:00 noon and 5:00 PM.
 - ii. Failure to abide by and/or comply with street and bridge weight limits.
- (c) The following failures and/or violations shall be subject to a \$1000.00 per incident liquidated damages amount:
- i. Co-mingling solid waste with vegetative waste, recyclable materials, construction & debris materials or other waste material.
 - ii. Failure to maintain proper licensing of equipment and/or equipment operator.
 - iii. Comingling of any solid waste, yard waste, and recycling with any other service area outside of the service area of the City and/or outside of the service area contemplated and covered by the terms and conditions of this Contract.

17.4 Affiliates. Contractor may provide any of the services covered by this Contract through any of its affiliates or subcontractors, provided that Contractor shall remain responsible for the performance of all such services and obligations in accordance with this Contract.

17.5 Confidentiality. Contractor shall have no confidentiality obligation with respect to any Waste Materials or Recyclable Materials collected pursuant to this Contract.

17.6 Intellectual Property. No intellectual property (IP) rights in any of Contractor's IP are granted to City under this Contract.

17.7 Binding Effect. This Contract shall be binding upon and inure solely to the benefit of the parties and their permitted assigns.

17.8 Severability. If any provision of this Contract shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Contract. In either case, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected thereby.

17.9 No Waiver. The failure or delay on the part of either party to exercise any right, power, privilege or remedy under this Contract shall not constitute a waiver thereof. No modification or waiver by either party of any provision shall be deemed to have been made unless made in writing. Any waiver by a party for one or more similar events shall not be construed to apply to any other events whether similar or not.

17.10 Governing Law. This Contract shall be interpreted and governed by the laws of the State of Florida.

17.11 Entire Agreement. This Contract sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Contract.

17.12 Attorneys' Fees. If any litigation is commenced under this Contract, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses and court or other costs incurred in such litigation or proceeding. Contractor shall reimburse the City for attorneys' fees associated with drafting and issuing the Request for Proposals, reviewing proposals as submitted, and finalizing this contract, not to exceed \$10,000.00. The City will provide the Contractor with an invoice for these attorneys' fees within sixty (60) days after execution of this contract. Contractor shall remit full payment for the attorneys' fees described in this section within thirty (30) days of receiving invoice and notice of same.

EXHIBIT B

INSURANCE REQUIREMENTS

During the term of this Contract, Contractor shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

Workers' Compensation

Coverage A	Statutory
Coverage B - Employers Liability	\$1,000,000 each Bodily Injury by Accident \$1,000,000 policy limit Bodily Injury by Disease \$1,000,000 each occurrence Bodily Injury by Disease

Automobile Liability

Bodily Injury/Property Damage Combined — Single Limit	\$3,000,000 Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).
Pollution Liability Endorsement	MCS-90 endorsement for pollution liability coverage

Commercial General Liability

Bodily Injury/Property Damage Combined — Single Limit	\$2,500,000 each occurrence \$5,000,000 general aggregate
--	---

All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by City. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII. Upon City's request, Contractor shall furnish City with a certificate of insurance, evidencing that such coverage's are in effect. Such certificate: (i) will also provide for 30 days prior written notice of cancellation to the City; (ii) shall show City as an additional insured under the Automobile and General Liability policies; and, (iii) shall contain waivers of subrogation in favor of City (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of City. In addition, the following requirements apply:

- The Commercial General Liability policy must include Contractual Liability coverage specifically covering Contractor's Indemnification of City herein.
- Coverage must be provided for Products/Completed Operations.
- The policy shall also contain a cross Liability/Severability of Interests provision assuring that the acts of one insured do not affect the applicability of coverage to another insured.

EXHIBIT C

CONTRACTOR'S PROPOSAL/PRICING

<u>SERVICE TYPE</u>	<u>SERVICE LEVEL</u>	<u>RATE</u>
Residential Solid Waste Recycling Yard Waste Bulk	2 times per week 1 time per week 1 time per week 1 time per week	\$15.80
Sludge	As needed	\$200.00 Per Haul & Disposal
Commercial	As needed	\$5.28 Per Cubic Yard
Roll-off	As needed	\$200.00 Per Haul & Disposal

EXHIBIT D

CONTRACTOR'S PERFORMANCE BOND

RENEWABLE ANNUAL PERFORMANCE BOND.

BOND NO. 0187402

KNOW ALL MEN BY THESE PRESENTS: THAT Waste Pro of Florida, Inc. , (hereinafter called the Principal), and BERKLEY INSURANCE COMPANY, 475 Steamboat Road, Greenwich, CT 06830 (hereinafter called the Surety), are held and firmly bound unto City of Neptune Beach (hereinafter called the Obligee), in the full and just penal sum of Four Hundred Forty Five Thousand Dollars and 00/100 (\$ 445,000.00) dollars to the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, and each of their heirs, administrators, executors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a certain written contract with the above mentioned Obligee for Residential Collection , which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein with annual renewal at Surety's discretion: and

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Principal shall well and truly keep, do and perform, each and every, all and singular, the matters and things in said contract set forth and specified to be by the said Principal kept, done and performed, at the time and in the manner in said contract specified during the term of this bond, and shall pay over, and make good and reimburse to the above named Obligee, all loss and damage which said Obligee may sustain by reason of failure or default on the part of Principal, then this obligation shall be void, otherwise, to be and remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and provisions:

- 1. This bond is for the term beginning September 1, 2016 and ending October 31, 2017 .
2. In the event of a default by the Principal in the performance of the contract during the term of this bond, the Surety shall be liable only for the loss to the Obligee due to actual excess costs of the contract up to the termination of this bond. The Surety, after investigation, shall with reasonable promptness determine the amount for which it may be liable to the Owner as soon as practicable after the amount is determined, tender payment therefore to the Owner, or find an acceptable principal to complete the contract. This bond does not provide coverage to any indirect loss or costs incurred by the Obligee including, but not limited to legal fees, court costs, expert fees or interest.
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless same be brought or instituted and process served upon the Surety within six months after the expiration of the stated term of this bond.
4. Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute loss to the Obligee recoverable under this bond, notwithstanding any language in the contract to the contrary.
5. The bond may be extended for an additional year at the option of the Surety, by Continuation Certificate executed by the Surety.
6. This bond shall not be cumulative. Under no circumstances shall the Surety's liability exceed the penal sum stated herein.
7. No right of action shall accrue on this bond to or for the use of any person, entity or corporation other than the Obligee named herein and this bond cannot be assigned to any other party without the written consent of the Surety.

Signed and sealed this 29th day of August , 2016

Waste Pro of Florida, Inc.

Principal
By: [Signature] Bond Administrator
Name and Title

BERKLEY INSURANCE COMPANY

Surety
By: [Signature] Lisa A. Pless
Lisa A. Pless



Surety Phone No.

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: **Lisa A. Pless**
Willis Ins. Services of Ga., Inc.
Atlanta, GA

Surety Bond No.: 0187402

Principal: Waste Pro of Florida, Inc.

Obligee City of Neptune Beach

Amount of Bond: See Bond Form

its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.


This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, LLC, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further
RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 22 day of January, 2013.

Attest:
 (Seal)
By Ira S. Lederman
Ira S. Lederman
Senior Vice President & Secretary

Berkley Insurance Company
By Jeffrey M. Hafter
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 12 day of January, 2013, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

Eileen Killeen
NOTARY PUBLIC, STATE OF CONNECTICUT
MY COMMISSION EXPIRES JUNE 30, 2017
Eileen Killeen
Notary Public, State of Connecticut

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 29th day of August, 2016

 (Seal)
Andrew M. Puma
Andrew M. Puma

BERKLEY INSURANCE COMPANY

STATUTORY BALANCE SHEET DECEMBER 31, 2015 (AMOUNTS IN THOUSANDS)

Admitted Assets

Bonds	\$	8,870,177
Common & Preferred Stocks		3,285,217
Cash & Short Term Investments		567,599
Premiums Receivable		1,396,912
Other Assets		<u>2,989,424</u>
Total Admitted Assets	\$	<u>17,109,329</u>

Liabilities & Surplus

Loss & LAE Reserves	\$	8,753,797
Unearned Premium Reserves		2,503,622
Other Liabilities		<u>556,351</u>

Total Liabilities \$ 11,813,770

Common Stock	\$	43,000
Preferred Stock		10
Additional Paid In Capital		2,818,041
Unassigned Surplus		<u>2,434,508</u>

Total Policyholders' Surplus \$ 5,295,559

Total Liabilities & Surplus \$ 17,109,329

Officers:

President: William Robert Berkley, Jr.

Secretary: Ira Seth Lederman

Treasurer: Eugene George Ballard

Directors:

William Robert Berkley,
(Chairman)

William Robert Berkley, Jr.

Eugene George Ballard

Paul James Hancock

Carol Josephine LaPunzina

Ira Seth Lederman

Carl Fred Madsen

EXHIBIT E

WASTE MATERIAL COLLECTION

SPECIFICATIONS
FOR RESIDENTIAL UNITS

A. The Contractor shall provide the containers and weekly curbside collection of the Waste Materials from the Residential Units as specified below. Containers, Bags, Bundles and Yard Waste shall be placed at curbside by 6:00 A.M. on the designated collection day. The City has developed the following information from which Contractor has prepared its pricing and basis for performing the work under this specification. Actual numbers shall be calculated and payment made by the City to Contractor in accordance with the payment terms of the Contract. In the event the following numbers are inaccurate by more than twelve percent (12%), City agrees to negotiate in good faith with Contractor for an equitable adjustment in the pricing for this work:

1. Estimated number of Residential Units as of commencement of contract term: **3,128**
2. Estimated number of Residential Units as of 1st anniversary of contract term: **3,128**
3. Estimated number of Residential Units as of 2nd anniversary of contract term: **3,128**
4. Estimated number of Residential Units as of 3rd anniversary of contract term: **3,128**
5. Estimated number of Residential Units as of 4th anniversary of contract term: **3,128**
6. Number of Containers to be provided to each Residential Unit: **1**
7. Size of Containers for each Residential Unit: **64 gallon**
8. Number of Waste Material (Excluding Recyclable Materials) collections each week by contractor **2 times per week.**

B. Municipal Point of contact for Residential Unit Waste Collections -PROJECT MANAGEMENT:

1. Name: **Leon Smith, Public Works Director**
2. Mailing address: **2010 Forest Avenue, Neptune Beach, Florida 32266**
3. Telephone number: **904-270-2423**
4. E-mail address: **lsmith@neptune-beach.com**

C. Municipal Point of contact for Residential Unit Waste Collections — INVOICES:

1. Name: **Cheryl Rhoden, Assistant to the City Manager**
2. Mailing address: **116 First Street, Neptune Beach, Florida 32266**
3. Telephone number: **904-270-2400 (extension 31)**
4. E-mail address: **crhoden@neptune-beach.com**

For purposes of this Exhibit, the term "Container" shall have the same meaning as the term "Container for Garbage, Rubbish & Yard Waste Collection" in Exhibit A.

EXHIBIT F

WASTE MATERIAL COLLECTION SPECIFICATIONS
FOR MUNICIPAL FACILITIES

A. The Contractor shall provide the containers and weekly collection of the Waste Material (excluding Recyclable Materials) from the following municipal facilities:

1. Facility Name and address: **Public Works Yard, 2010 Forest Ave, Neptune Beach, Florida 32266**
Size and Number of Containers: **3 of 8 cubic yard size containers**
Number of weekly pickups of Containers: **as needed per week.**
2. Facility Name and address: **Public Works Yard, 2010 Forest Ave, Neptune Beach, Florida 32266**
Size and Number of Containers: **2 of 4 cubic yard size containers**
Number of weekly pickups of Containers: **as needed time per week.**
3. Facility Name and address: **Public Works Yard, 2010 Forest Ave, Neptune Beach, Florida 32266**
Size and Number of Containers: **2 of 30 cubic yard size containers**
Number of weekly pickups of Containers: **as needed per week.**
4. Facility Name and address: **Public Works Yard, 2010 Forest Ave, Neptune Beach, Florida 32266**
Size and Number of Containers: **1 of 30 cubic yard size containers**
Number of weekly pickups of Containers: **as needed per week.**
5. Facility Name and address: **Police Department, 200 Lemon St, Neptune Beach, Florida 32266**
Size and Number of Containers: **1 of 2 cubic yard size containers**
Number of weekly pickups of Containers: **1 time per week.**

B. Municipal Point of contact for Municipal Facilities Waste Material Collections (excluding Recyclable Materials) — PROJECT MANAGEMENT:

1. Name: **Leon Smith, Public Works Director**
2. Mailing address: **2010 Forest Avenue, Neptune Beach, Florida 32266**
3. Telephone number: **904-270-2423**
4. E-mail address: **lsmith@neptune-beach.com**

(Excluding Recyclable Materials) - INVOICES:

1. Name: **Cheryl Rhoden, Assistant to the City Manager**
2. Mailing address: **116 First Street, Neptune Beach, Florida 32266**
3. Telephone number: **904-270-2400 (extension 31)**
4. E-mail address: **crhoden@neptune-beach.com**

For purposes of this Exhibit, the term "Container" shall have the same meaning as the term "Container for Garbage, Rubbish & Yard Waste Collection" in Exhibit A.

EXHIBIT G

RECYCLABLE MATERIALS COLLECTION SPECIFICATIONS
FOR RESIDENTIAL UNITS

A. The Contractor shall provide the containers and weekly pick-ups of the source-segregated Recyclable Materials from the Residential Units as specified below. The City has developed the following information from which Contractor has prepared its pricing and basis for performing the work under this specification. Actual numbers shall be calculated and payment made by the City to Contractor in accordance with the payment terms of the Contract. In the event the following numbers are inaccurate by more than ten percent (10%), City agrees to negotiate in good faith with Contractor for an equitable adjustment in the pricing for this work.

1. Estimated number of Residential Units as of commencement of Contract term: **3,128**
2. Estimated number of Residential Units as of first anniversary of Contract term: **3,128**
3. Estimated number of Residential Units as of second anniversary of Contract term: **3,128**
4. Estimated number of Residential Units as of third anniversary of Contract term: **3,128**
5. Estimated number of Residential Units as of fourth anniversary of Contract term: **3,128**
6. Number of Recyclable Materials Containers to be provided to each Residential Unit: **1**
7. Size of Recyclable Materials Containers for each Residential Unit: **64 gallon**
8. Number of Recyclable Materials Container collections each week by Contractor: **1 time per week**

B. Municipal Point of contact for Recyclable Materials collections — PROJECT MANAGEMENT:

1. Name: **Leon Smith, Public Works Director**
2. Mailing address: **2010 Forest Avenue, Neptune Beach, Florida 32266**
3. Telephone number: **904-270-2423**
4. E-mail address: **lsmith@neptune-beach.com**

C. Municipal Point of contact for Recyclable Materials collections - INVOICES:

1. Name: **Cheryl Rhoden, Assistant to the City Manager**
2. Mailing address: **116 First Street, Neptune Beach, Florida 32266**
3. Telephone number: **904-270-2400 (extension 31)**
4. E-mail address: **crhoden@neptune-beach.com**

D. It is the intent under this part of the Contract for the Contractor to collect certain Recyclable Materials that are source-separated (each type of Recyclable Materials is segregated and placed in separate containers) to be recycled by a commodity buyer who has experience in the business of processing and sale of recyclable commodities. The Contractor will not be required to collect Recyclable Materials that are mixed with other Waste Materials.

In the event that the market price for any one or all of the Recyclable Materials designated to be source separated and collected by Contractor drops to the point that such materials can no longer be profitably sold or processed, that item will be removed from the list of items to be recycled.

EXHIBIT H

RECYCLABLE MATERIALS COLLECTION
SPECIFICATIONS FOR MUNICIPAL FACILITIES

A. The Contractor shall provide the size of Containers and weekly collection of the source-segregated Recyclable Materials from the following municipal locations:

1. Facility Name: **Public Works Facility** Size **96 gallon** and Number of Containers **2**

2. Facility Name: **Police Department** Size **96 gallon** and Number of Containers **1**

3. Facility Name: **N/A** Size _____ and Number of Containers _____

4. Facility Name: **N/A** Size _____ and Number of Containers _____

per week. and Containers: per week. and Containers:
per week. and Containers: per week.

B. Municipal Point of contact for Recyclable Materials collections — PROJECT MANAGEMENT:

1. Name: **Leon Smith, Public Works Director**
2. Mailing address: **2010 Forest Avenue, Neptune Beach, Florida 32266**
3. Telephone number: **904-270-2423**
4. E-mail address: **lsmith@neptune-beach.com**

C. Municipal Point of contact for Recyclable Materials collections - INVOICES:

1. Name: **Cheryl Rhoden, Assistant to the City Manager**
2. Mailing address: **116 First Street, Neptune Beach, Florida 32266**
3. Telephone number: **904-270-2400 (extension 31)**
4. E-mail address: **crhoden@neptune-beach.com**

D. It is the intent under this part of the Contract for the Contractor to collect certain Recyclable Materials that are source-separated (each type of Recyclable Material is segregated and placed in separate Containers) to be recycled by a commodity buyer who has experience in the business of processing and sale of recyclable commodities. The Contractor will not be required to collect Recyclable Materials that are mixed with other Waste Materials.

E. In the event that the market price for any one or all of the Recyclable Materials designated to be source separated and collected by Contractor drops to the point that such materials can no longer be profitably sold or processed, that item will be removed from the list of items to be recycled.

EXHIBIT I

LIST OF SPECIAL EVENTS

- Donna Run – February
- Dancin’ in the Streets – March
- Easter in the Park – March or April
- Independence Day Celebration – July 4
- Children’s Costume Parade – October
- Web.com Event – October
- Night Out Against Crime - October
- Thanksgiving Day gathering – November
- Christmas in the Park - December

EXHIBIT J
ADDENDA OR CHANGES TO THE FORGOING DOCUMENTS
AGREED TO BY THE PARTIES HERETO

- A. Contractor will coordinate with the Summer Sands Homeowner's Association (SSHOA) to provide residents with the option of a 64 gallon container, 36 gallon container or allow residents to keep the containers which are currently being used. The Contractor will allow for a ninety (90) day period from roll out before applying a replacement fee to the resident.
- B. Contractor will allow Neptune Beach residents ninety (90) days from roll out to switch originally issued containers without charging a fee.
- C. Contractor will provide containers with the official seal of the City of Neptune Beach heat stamped on two (2) sides.