



# City of South Pasadena

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## AGENDA

ADMINISTRATIVE WORKSHOP  
SOUTH PASADENA, FLORIDA


TUESDAY, NOVEMBER 1, 2016  
COMMISSION CHAMBERS  
IMMEDIATELY FOLLOWING THE  
AGENDA MEETING  
(Approximately 9:15 a.m.)

CALL TO ORDER  
ROLL CALL

### DISCUSSION ITEMS

- Garbage Contract with Progressive Waste Solutions
- Commission Salary Survey
- Annual Evaluations
- Form of Government
- South Pasadena Appreciation Day

ADJOURN

  
\_\_\_\_\_  
Carley Lewis, City Clerk

This meeting is open to the public. Ordinances may be inspected by the public in the office of the City Clerk at City Hall from 8:00 a.m. to 4:00 p.m. Monday through Friday with the exception of holidays. Any person who decides to appeal any decision of the City Commission with respect to any matter considered at this meeting will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The City of South Pasadena is committed to providing reasonable accommodation for access for the disabled. In accordance with the Americans with Disabilities Act and F.S. 286.26, anyone needing assistance with regard to this meeting should contact the City Clerk's Office in writing at least 48 hours prior to the meeting. For more information or assistance please contact the City Clerk's office at 727-347-4171.

**SOLID WASTE AND RECYCLING COLLECTION AGREEMENT BETWEEN THE  
CITY OF SOUTH PASADENA (CITY) AND (CONTRACTOR).**

WHEREAS, the City of South Pasadena desires to enter into a franchise agreement with Contractor for the collection and proper disposal of Solid Waste and Recovered Materials within the City Limits of South Pasadena; and

WHEREAS, Contractor desires to provide the aforementioned services as defined herein;

NOW THEREFORE, the City and Contractor do hereby agree as follows:

**SECTION 1. Granting Of Franchise**

The City of South Pasadena does hereby grant unto Progressive Waste Solutions of FL, Inc. (hereinafter referred to as Contractor), an exclusive franchise for the collection of solid waste from all properties within the City. For purposes hereof, "Solid Waste" shall mean materials defined in Section 403.703(32), Florida Statutes, and "Yard Trash" as defined in Section 403.703(43). The City further grants an exclusive franchise with respect to all residential properties within the City and a non-exclusive franchise with respect to all commercial properties within the City for the collection of source separated recovered materials in accordance with Florida Statute 403.7046. For purposes hereof, "Source Separated Recovered Materials" shall mean materials defined under Sections 403.703(24) and 403.703(36), Florida Statutes, but shall not include "Construction and Demolition Debris" as defined in Section 403.703(6), Florida Statutes, which may be removed by builders or property owners from their own construction sites and/or activities in accordance with all applicable laws, ordinances, rules and regulations.

**SECTION 2. Rates and Term**

This agreement shall become effective upon final ordinance adoption by the City, and the work hereunder shall commence on October 1, 2016 and continue for a period of five (5) years. The City shall assume no liability whatsoever for the charges due to the Contractor for services rendered the citizens of the City under this Franchise. All billing and collection shall be the responsibility of the Contractor.

The rates to be charged by the Contractor are set forth on Exhibit "A" Schedule of Rates attached hereto. Exhibit "A" reflects the rates submitted by Contractor in response to the City's request for sealed proposals. The rates set forth in Exhibit "A" shall remain in effect for the life of the franchise, unless modified pursuant to Section 17 of this agreement. Contractor will permit multi-family complexes to reduce the number of pick-ups made during the summer months, and the Contractor will provide an option for multi-family complexes to pay fixed monthly rates, calculated on an annual average basis.

The Contractor shall have the privilege of discontinuing service to any customer when the charges due the Contractor are delinquent for a period exceeding thirty (30) days, and when reasonable notice of said delinquency has been delivered to the customer. In the event service is stopped to a customer and such customer desires to reinstate service,

contractor may charge \$25.00 to restart service. Contractor shall notify the City if service is discontinued to any customer.

The collection of the amounts due to the Contractor shall be the responsibility of the Contractor, and the Contractor may collect in advance for the said collection service; provided, however, the Contractor shall not enforce any advance collection exceeding a period of three (3) months.

### **SECTION 3. Collection Schedule**

Contractor shall collect solid waste at single family residential properties and at duplexes, two times per week, at least three days apart and shall collect recovered materials once per week. Preferably, regular weekly single family residential will be Tuesdays and Fridays as currently scheduled. The frequency of collection at larger multi-family and commercial businesses shall be arranged and contracted for by and between the contractor and the property owner or tenant. The Contractor shall offer solid waste service six days per week (Monday thru Saturday), and recovered materials pick-up shall be made available at least twice per week. No collections shall take place between the hours of 6:00 p.m. and 8:00 a.m. In the event a collection day falls on a holiday, it shall not be cancelled or rescheduled without the written consent of the Director of Public Works.

### **SECTION 4. Contractor's Obligations**

In consideration of this Franchise, the Contractor will:

**A.** Pay the City a franchise fee in the amount of ten percent (10%) of the amounts collected by Contractor for services within the corporate limits of the City or \$50,000, whichever is greater. Said franchise fee shall be paid monthly to the City on or before the tenth (10th) day of the month, next following the month of collection. If 10% of actual collections for any year is less than \$50,000 then Contractor shall pay the difference in the last month of the year. Contractor shall include with each monthly payment a report which shall reflect total revenues for the prior month from the aggregate of single family and mobile home properties, and from each multi-family or commercial property in order for the City to verify the calculation of the 10% franchise fee. The City shall have the right to audit the financial records of the Contractor as necessary to verify the accuracy of the amounts paid to City as the franchise fee.

**B.** Collect and properly dispose of all solid waste and recovered materials in accordance with the terms and conditions of this agreement. Contractor shall collect crates and boxes from residences newly occupied at no additional fee when said crates and boxes are placed for collection within ten (10) days of occupancy.

**C.** Contractor shall pick up large items such as white goods and furnishings upon request and shall make arrangements to do so within 3 days of request. Contractor shall have available at all times dumpsters of various sizes for construction debris, said dumpsters shall range in size from 10 yards to 40 yards.

### **SECTION 5. Service to the City.**

The Contractor shall make no charges for collection at any municipal facilities. The Director of Public Works will notify the contractor of the size and location of dumpsters needed for municipal facilities. In addition, to service for municipal buildings the Contractor shall supply at no cost a forty (40) yard dumpster for brush. The Contractor shall provide dumpsters and collection service for both solid waste and recovered materials in accordance with the schedule set forth by the Director of Public Works. In addition, at no charge, the Contractor shall provide a central recycling center, at a site designated by the City and shall provide recycling containers for use by the Public at this location. At a minimum, recycling containers for newspaper, aluminum, clear glass and plastic shall be provided and emptied as frequently as necessary to maintain the area in a neat condition. At one City event per year Contractor shall supply free of charge 5 port-o-lets. Contractor shall supply free of charge up to 2 dumpsters twice per year for City sponsored litter clean up days.

#### **SECTION 6. Multi-family and Commercial Accounts.**

It is the responsibility of the Contractor and the Customer or property owner to agree upon the size of the container(s) and the frequency with which it is emptied. However, the Contractor shall supply a large enough container to each customer to insure that the health and safety of persons on the property are protected, and that the property is kept clean and sanitary. It will be the responsibility of the Contractor to repair and maintain the container on a regular schedule. However, loose lids, broken wheels, etc., shall be repaired as soon as possible by the Contractor to avoid injury to the public. Only containers that meet Consumer Products Safety Commission standards and the applicable regulations and standards of other State and Federal Agencies are to be used in South Pasadena.

It is the responsibility of the contractor to clean and disinfect the dumpsters and compactors as needed. On properties where dumpsters are screened, by an enclosure, Contractor will be responsible for opening and closing gates and latching gates after emptying the dumpster. The lids of all dumpsters shall be closed by the Contractor following the emptying of dumpsters. Any trash that falls on the ground while emptying dumpsters shall be immediately picked up by the Contractor before leaving the premises.

#### **SECTION 7. Property Damage.**

The Contractor shall repair all property, public or private, damaged by its agents, servants or employees, negligently or unintentionally, in the performance of this contract, and to place same in as good a condition and promptly, as before the damage to same. Contractor shall remove any spillage from public or private premises and shall carry brooms and shovels on each truck to accomplish the same.

#### **SECTION 8. Storms, Emergencies, Disasters.**

In the case of a storm or hurricane, the Commissioner of Public Works may grant the Contractor reasonable variance from the regular schedules and routes. As soon as practicable after such storm, the Contractor shall advise the Commissioner of Public Works and the customers of the estimated time required before regular schedules and routes can be resumed. In the case of a storm, a Red Tide, or other disasters, if requested by the City

the Contractor shall work with the City in all commercially reasonable ways for the efficient and rapid cleanup of the City. Any additional costs to the City shall be as stated in Contractor's proposal.

Nothing in this agreement shall be construed to prevent the City from contracting with other companies or individuals for post disaster clean-up. Contractor expressly agrees that post disaster clean-up is a matter of public health safety and welfare and the City may enter into any agreements deemed necessary by the City Commission to ensure that the City is cleaned up in an efficient manner following any type of disaster. The definition of disaster shall be determined solely by the Director of Public Works.

## **SECTION 9. Reports of Operations.**

Sixty days (60) following the start of the contract, Contractor will furnish the City with a report documenting the number and size of dumpsters, compactors, etc. for each property address. This report shall be updated yearly. By the tenth of each month, the Contractor will submit to the City a written report showing the number of complaints received, type or types of complaints, and actions taken by the Contractor to resolve them. In addition, Contractor shall be responsible for maintaining information and records adequate to determine participation and weekly set out rates by, volume of solid waste diverted from landfill or incinerator by percent, weight by material of items recovered, neighborhoods above and below average participation and any other information required by Pinellas County or the State of Florida. Contractor shall furnish all information and records necessary for the City to comply with all legal obligations relating to its waste management.

This shall specifically include but not be limited to any additional reporting required to meet the state of the solid waste management program requirements as well as other changes to Chapter 403 Florida Statutes that become effective during the term of the franchise.

## **SECTION 10. Compliance with Laws, Obtaining Licenses.**

The Contractor shall agree to abide by all applicable Federal, State, County and City laws and regulations. The Contractor and his surety will agree to indemnify and save harmless the City, all of its officers, representatives, agents, and employees against any claim or liability arising from or based on the violation of any such laws, ordinances, or regulations by the Contractor, his agents or employees. Contractor, at its sole expense shall maintain throughout the term of this agreement all permits, licenses, registration fees and approvals necessary or required for contractor to perform the work and services described herein.

## **SECTION 11. Insurance and Liability.**

### **A. Worker's Compensation:**

The Contractor shall procure and shall maintain during the term of the contract worker's compensation insurance for all of its employees who engage in work pursuant to this agreement. In the event any work is sublet, the Contractor shall require the subcontractor to provide Worker's Compensation Insurance for all of the latter's employees who are engaged in such work, unless such employees are covered by the protection afforded the Contractor's Worker's Compensation Insurance. In case any class of employees engaged

in work under this agreement, is for any reason not protected under the worker's compensation statute, the Contractor shall provide employer's liability insurance for the protection of such individuals, not otherwise protected.

Coverage A: Worker's Compensation - statutory

Coverage B: Employer's Liability - \$100,000.00

**B. Liability:**

The Contractor shall procure and maintain and require any subcontractor to procure and maintain during the term of the contract, a Comprehensive General Liability Policy, including at a minimum:

Independent Contractor's Liability

Contractual Liability

Broad Form Property Damage Liability

Personal Injury Liability

The minimum primary limits shall be \$500,000. Bodily Injury Liability and \$250,000.00 Property Damage Liability, or \$500,000.00 Single Limit Liability, or higher limits if required by the excess liability insurer.

**C. Automobile Liability:**

The contractor shall procure and maintain and require any subcontractors to procure and maintain during the term of this agreement, Automobile Liability insurance covering all owned, leased, hired and non-owned automobiles used in connection with this agreement.

The minimum primary limits shall be \$500,000.00 Bodily Injury Liability and \$250,000.00 Property Damage Liability, or \$500,000.00 single limit liability, or higher limits if required by the excess liability insurer.

**D. Excess Liability (Umbrella)**

The Contractor shall procure and maintain during the term of this agreement an Excess or umbrella liability policy covering all exposures required under primary coverage in the minimum amount of \$1,000,000.00.

**E. City as Named Insured.**

Each policy shall list the City of South Pasadena its commission members, officers and employees as additional insured parties.

**F. Proof of Insurance.**

The Contractor shall furnish to the Director of Finance prior to starting work under this agreement, satisfactory proof of the insurance required with a company satisfactory to the City. The Best Insurance Guide rating of the insurance company shall also be provided to

the City. To be acceptable to the City, each insurance certificate shall contain a clause similar to the one that follows:

"Should any of the above described policies be cancelled or undergo material change before the expiration date, the issuing insurance company will mail thirty (30) days before the date of expiration or change, a notice to the Commissioner of Public Works of the City of South Pasadena."

## **SECTION 12. Equipment.**

**A. TYPE:** The Contractor shall use only vehicles with bodies that are water-tight.

**B. AMOUNT:** The Contractor shall provide sufficient equipment in proper operating condition so that regular schedules and routes of collection can be maintained. In addition Contractor shall supply a recycling container that serves for in house storage and for curb placement for each single family property and each duplex unit within the City.

**C. CONDITION:** Equipment (trucks and mechanical containers) shall be maintained in a reasonable, safe working condition, and shall be painted uniformly with the name of the Contractor. The Contractor's business telephone number and the vehicle number are to be painted on both sides of each vehicle. All vehicles shall be numbered and a record kept of the vehicle to which each number is assigned.

## **SECTION 13. Character of Personnel.**

The supervision of collection shall be conducted by competent, qualified and sober personnel, and the Contractor shall agree to provide sufficient personnel, time and attention to the directing of sanitation services so as to insure performance satisfactory to the City and the customers. The Contractor shall not allow incompetent, drunk, dishonest or discourteous employees, nor those persons under the influence of alcohol or any other controlled or other illegal substances to work in the City.

## **SECTION 14. Default or Breach of Franchise Agreement.**

**A. CITY NOT LIABLE FOR DELAYS:** The City shall not be liable or responsible to the Contractor or to any other persons due to any stoppage or delay in the collection services by injunction or other legal proceedings brought against the Contractor, or from or due to any delay from any cause over which the City has no control. Further, the Contractor shall hold harmless and indemnify the City from any claims arising from this section.

**B. BREACH OF CONTRACT:** It will be the responsibility of the Director of Public Works or his designated employees to observe the collection services provided by the Contractor. If, in the opinion of the Director of Public Works there has been a breach of the agreement, then the Director of Public Works will so notify the Contractor in writing, specifying the manner in which there has been a breach of contract. If, within a period of seven (7) working days, the Contractor has not eliminated the conditions considered to be

a breach of contract, then the Director of Public Works will so notify the City Commission, and a hearing will be set for the next available Regular Commission meeting. The Commission will hear testimony from the Contractor and the City representatives, and will make a determination as to whether or not there has been a breach of the agreement, and will direct what further action should be taken by the City including but not limited to cancellation of franchise.

Upon such cancellation of the Franchise, the City may, without obligation to it of any further compensation to the Contractor, take over the work and service for the unexpired term of the Franchise, or may enter into agreements with others for the work and services performed by the Contractor. Such cancellation of the agreement shall not relieve the Contractor or its surety of liability for failure to faithfully perform this agreement, and in case of expense incurred by the City in performing, or causing to be performed, the work and services provided for in this agreement, shall exceed the sum which would have been payable under the Franchise, or if the City sustained any other damages by reason of the Contractor's breach or nonperformance of this Franchise, then the Contractor (and its surety to the extent of its obligation under the performance bond) shall be liable to the City for all such damages, including court costs and a reasonable attorney's fee. Any attorney's fee shall be applicable through any appellate proceedings.

**C. PARTIAL CANCELLATION:** At the option of the City, a default under the solid waste portion of this agreement shall also constitute a default under the recycling portion of this agreement, and a default under the recycling portion shall also constitute a default under the solid waste portion. The City shall determine in its own best interest whether to cancel only the solid waste portion, only the re-cycling portion or both in the event of a default.

**D. TERMINATION OF FRANCHISE:** The City shall, at its sole discretion, have the right to terminate this franchise agreement without cause upon one hundred eighty (180) days written notice to the Contractor.

## **SECTION 15. Performance Bond.**

The Contractor shall provide to the City a surety bond or performance bond, issued by a surety licensed to do business in Florida, in the amount of \$200,000 which bond shall be in the form of a cash bond, letter of credit or surety bond executed by the Contractor and a licensed to do business in Florida surety, wherein the Contractor and its surety covenant and guarantee that the Contractor will faithfully and fully perform all services, duties and obligations it has covenanted to do and perform under this contract, in strict accord with the terms and conditions herein.

## **SECTION 16. Special Materials.**

**A.** Highly flammable or explosive materials, toxic industrial waste and Hazardous Wastes as defined by Federal and State law, shall be collected and disposed of as directed by the Pinellas County Health Department. The Contractor shall not be obligated to collect such materials.



**B.** Special Waste, as defined in F.S. 403.703 (31) shall not be collected by Contractor unless Contractor and Customer shall have entered into a Special Waste Agreement agreeable to Customer and Contractor. Contractor may charge a reasonable surcharge for handling special waste. Contractor shall be responsible for billing to and collecting from Customer.

**C.** Contractor agrees that upon request it will promptly cause to be removed from the homes or streets of the Municipality dead animals, i.e., dogs, cats, skunks and the like; small animals such as mice and rats must be disposed of through the regular solid waste service by placing the same in the cans for collection, at no cost to the City or consumer.

#### **SECTION 17. Rate changes.**

Rate changes may occur in accordance with the terms and conditions set forth in the Contractor's proposal found in Exhibit "A", if applicable.

#### **SECTION 18. Option.**

The City and the Contractor hereby agree that the City shall have the option of renewing this Agreement for an additional five (5) years from the expiration of the Agreement. The City shall notify the Contractor in writing of its intent to exercise said option ninety (90) days prior to the expiration of this Agreement. The terms and rates for the option shall be determined in the identical manner that the rates are determined for the first five (5) years of this Agreement.

#### **SECTION 19. Neighboring Areas.**

At such time as the City annexes additional areas, Solid Waste and Recyclable Collection services shall be extended into such areas under the terms and conditions of this Agreement. In the event the City enters into an interlocal agreement with the City of St. Pete Beach to provide garbage service to that portion of Harbourside Condominium that is situated in St. Pete Beach services shall be extended into said area under the terms and conditions of this Agreement. In the event Contractor is granted a franchise in St. Pete Beach for any period of time that overlaps the term of this franchise pick-ups at Harbourside Condominium Contractor shall coordinated pick-ups to ensure that trucks pick up from the entire complex on same schedule.

#### **SECTION 20. Missed Pick-Up.**

In case of a missed pick-up reported by the City or by a customer, Contractor shall collect the solid waste, or re-recyclable materials within 24 hours of notification. Repeated missed pick-ups shall constitute a breach of this agreement.

#### **SECTION 21. Independent Contractor.**

Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the City. Contractor shall

have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same and nothing herein shall be construed as creating a partnership or joint venture between City and Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of the City, and no such person shall be entitled to any benefit granted to employees of the City.

#### **SECTION 22. Non- Assignment.**

Neither Contractor nor City shall assign, transfer, convey or otherwise hypothecate this agreement or its rights, duties or obligations hereunder or any part thereof without the prior written consent of the other. This shall not apply to contracts for disaster clean-ups.

#### **SECTION 23. Operation During Dispute**

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

#### **SECTION 24. Disposal Of Refuse**

South Pasadena shall not be responsible for disposal fees charged by the county or other disposal operator for the Contractor to use the facility. The Contractor shall be responsible for disposing of any and all collected Garbage, waste, street sweepings and/or any other collected materials in accordance with state and federal statutes and/or regulations and agrees to accept all liability for any remedial activities or fines which may arise from the unlawful disposal of waste.

#### **SECTION 25. No Waiver Of Sovereign Immunity/Limits Of Liability**

Nothing herein is intended to act as a waiver of South Pasadena's sovereign immunity and/or limits of liability as set forth in section 768.28, Florida Statutes regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise.

#### **SECTION 26. City Held Harmless From Injuries, Damages And Certain Other Acts Of The Contractor**

The Contractor and his surety hereby expressly bind themselves to indemnify and hold South Pasadena, its elected officials and officers, representatives, agents and employees harmless from all suits or actions of every name and description brought against South Pasadena for or on account of any injuries or damages received or sustained by any party or parties from the acts, omissions or negligence of said Contractor or his servants or agents, including subcontractors engaged in doing the work herein contracted for, or by, or in consequence of any negligence in guarding against same, or in any improper materials

or equipment used in its performance, or by or on account of any act or omission of the said Contractor, or on account of any claims or amounts arising or recovered under the Workmen's Compensation Laws. In case there is any money due to the Contractor, so much of the money due the said Contractor as the Contract Administrator shall deem necessary to protect South Pasadena, may be retained by South Pasadena until such suit or suits, action or actions, claim or claims, injuries, damages as aforesaid, shall have been settled and suitable evidence to that effect has been furnished to the Contract Administrator.

**SECTION 27. Notices.**

All notices required or contemplated by this agreement shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the parties as follows:

To City:                    Director of Public Works  
                                  City of South Pasadena  
                                  7047 Sunset Drive  
                                  South Pasadena, FL 33707

To Contractor:        Progressive Waste Solutions of FL, Inc.  
                                  \_\_\_\_\_  
                                  \_\_\_\_\_  
                                  \_\_\_\_\_  
                                  Attention: \_\_\_\_\_

**SECTION 28. Waiver.**

A waiver of any breach of any provision of this agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

**SECTION 29. Law to Govern.**

This agreement is entered into and is to be performed in the State of Florida. City and Contractor agree that the law of the State of Florida shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this agreement.

**SECTION 30. Titles of Sections.**

Section headings inserted herein are for convenience only, and are not intended to be used as aids to interpretation and are not binding on the parties.

**SECTION 31. Amendment.**

South Pasadena shall have the right to amend this Contract from time to time as necessary to comply with federal, state and local laws and regulations, as amended from time to time.

Such amendments shall take effect within thirty (30) Calendar Days of the Contractor's receipt of the written amended Contract. Amendments which are consistent with the purpose of this Contract may be made with the mutual consent, in writing, of the parties in accordance with South Pasadena Charter and other applicable laws and ordinances.

**SECTION 32. Severability**

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

**SECTION 33. Entirety.**

This agreement and any exhibits attached hereto contain the entire agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and their seals, each representing that they are duly authorized to bind their respective parties:

CITY OF SOUTH PASADENA

BY: \_\_\_\_\_  
MAX ELSON, MAYOR

ATTEST:

\_\_\_\_\_  
CARLEY LEWIS, CITY CLERK

CONTRACTOR

BY: \_\_\_\_\_

ATTEST:

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## EXHIBIT A

### SCHEDULE OF RATES

#### **Single family and Duplexes.**

Curbside bi-weekly solid waste collection, unlimited number of 32 gallon cans (or larger container if supplied by Collector at no cost), plus one weekly curbside collection of co-mingled newspaper, aluminum, clear glass, and plastic in a recycling bin supplied by Collector. Preferred that collection days remain as currently on Tuesdays and Fridays. All collections to take place between the hours of 8 AM and 6 PM. Price per household, per month \$12.29.

If the rate quoted above, would be lower without the 8AM to 6PM collection time restriction, indicate the percentage amount of the reduction 0%.

#### **Mobile Home Park**

Same service as single family/duplex. Rate per mobile home, per month \$9.85. Percentage rate reduction, without collection time restriction 0%.

Every proposal must include a flat rate for the service described above. If you are proposing use of containers supplied by Collector for solid waste collection in single family, duplex, and mobile homes, the containers must be provided at no additional cost to the customer. No proposal which does not provided for the recycling of newspaper, aluminum, clear glass and plastic at these residential locations, will be considered. If additional materials are being proposed for co-mingled recycling by single family, duplex and mobile home locations, list each recovered material being proposed and additional cost, if any, associated with each material.

To add a 5th recovered material for each stop it would cost \$0 and the material is cardboard.

To add a 6th recovered material for each stop it would cost \$0 and the material is mixed paper.

To add a 7th recovered material for each stop it would cost \$0 and the material is phone books.

To add an 8th recovered material for each stop it would cost \$0 and the material is Metal cans.

If more than 8 materials are being proposed for recycling, at single family/duplex locations attach another sheet.

Please state the size of the proposed recycling bin to be provided 18 gallon. State the size of the solid waste container, if any to be provided 96 gallon. State your policy for replacement and/or repair of both types of containers.

One (1) replacement per year at no additional charge for residents.

**Solid Waste Collection at Multi-family complexes and Commercial Businesses.**

Collection between the hours of 8AM and 6PM. If rates would be lower without the collection time restrictions, please indicate the percentage amount of the reduction 0%.

**Monthly rates for front loader containers (If container sizes do not match container sizes you are proposing strike through and substitute the closest size container you have available)**

Container Size	Weekly Frequency of pickup					
	1	2	3	4	5	6
45 gallon	<b>\$8.85</b>	\$9.85	\$10.85	\$11.85	\$12.85	\$13.85
64 gallon	\$8.85	\$9.85	\$10.85	\$11.85	\$12.85	\$13.85
90 gallon	\$11.29	\$12.29	\$13.29	\$14.29	\$15.29	\$16.29
2 cubic yard	\$54.26	\$94.90	\$140.55	\$185.13	\$227.04	\$271.80
4 cubic yard	\$88.83	\$166.49	\$240.87	\$315.23	\$392.90	\$470.80
6 cubic yard	\$120.42	\$223.09	\$325.78	\$428.44	\$531.14	\$633.81
8 cubic yard	\$152.41	\$281.02	\$410.84	\$533.90	\$669.34	\$800.00

**Monthly rates for Rear Loader**

Container Size	Weekly Frequency of pickup					
	1	2	3	4	5	6
1 1/2 cubic yards	\$32.41	\$64.82	\$97.23	\$129.64	\$162.05	\$194.46

**COMPACTORS AND ROLL OFF CONTAINERS**

Front Loader Compactors                      3 times container rate

Roll-Off Containers                              \$183.40 per pull plus net landfill charges

Daily rental charge for Roll-off containers \$2.00

Roll-Off Compactors \$183.40 per pull plus net landfill

**Multi-family and Commercial Recycling Program**

On an attached sheet, describe in detail the recycling program you are proposing for Multi-family and commercial locations. Each proposal must include the types of recovered materials to be included, the method of collection, the obligations of the customer in terms of separating recovered materials from each other, the frequency of pick ups, and the cost of the program.

Assume collection times are between 8AM and 6PM, and if prices would differ indicate the price for collection without time restrictions. If you are proposing to pay the City any portion of the profits made on recycling please detail.

**PORTABLE TOILETS**

Monthly rate \$75.00, serviced once per week.  
Weekly rate \$55.00.

**Bulk Pick Up:** State the rate you charge for pick up of white goods and/or furniture as well as any limitations that apply to special pick-ups. (This response must contain a dollar amount and a description of a standard bulk pick-up)

No charge

**State any pick up restrictions (size, weight, number) you have for yard trash placed curbside on regular pick up days.**

Based on 4 foot length and 6 inch diameter, up to 2 cubic yards. Bundles and containers up to 50 lbs.

**Construction Roll Off Dumpsters:**

State the rates for 10, 20, 30 and 40 yards dumpsters.  
\*all 4 sizes must be made available

Haul: \$183.40 per pull plus disposal

Rental: \$2.00/day



**SAMPLE FORM**

**SOLID WASTE AND RECYCLING COLLECTION AGREEMENT BETWEEN THE CITY OF SOUTH PASADENA (CITY) AND (CONTRACTOR).**

WHEREAS, the City of South Pasadena desires to enter into a franchise agreement with Contractor for the collection and proper disposal of Solid Waste and Recovered Materials within the City Limits of South Pasadena; and

WHEREAS, Contractor desires to provide the aforementioned services as defined herein;

NOW THEREFORE, the City and Contractor do hereby agree as follows:

**SECTION 1. Granting Of Franchise**

The City of South Pasadena does hereby grant unto \_\_\_\_\_ ~~herein~~ after Progressive Waste Solutions of FL, Inc. (hereinafter referred to as Contractor), an exclusive franchise for the collection of solid waste, ~~including yard trash, construction and demolition debris, as those terms are defined in Florida Statute 403.703~~ from all properties within the City. For purposes hereof, "Solid Waste" shall mean materials defined in Section 403.703(32), Florida Statutes, and "Yard Trash" as defined in Section 403.703(43). The City further grants an exclusive franchise ~~for the collection of source separated recovered materials as that term is defined in Florida Statute 403.703~~ from with respect to all residential properties within the City and a non-exclusive franchise with respect to all commercial properties within the City for the collection of source separated recovered materials ~~from commercial properties within the City,~~ in accordance with Florida Statute 403.7046. For purposes hereof, "Source Separated Recovered Materials" shall mean materials defined under Sections 403.703(24) and 403.703(36), Florida Statutes, but shall not include "Construction and Demolition Debris" as defined in Section 403.703(6), Florida Statutes, which may be removed by builders or property owners from their own construction sites and/or activities in accordance with all applicable laws, ordinances, rules and regulations.

**SECTION 2. Rates and Term**

This agreement shall become effective upon final ordinance adoption by the City, and the work hereunder shall commence on October 1, 2016 and continue for a period of five (5) years. The City shall assume no liability whatsoever for the charges due to the Contractor for services rendered the citizens of the City under this Franchise. All billing and collection shall be the responsibility of the Contractor.

The rates to be charged by the Contractor are set forth on Exhibit "A" Schedule of Rates attached hereto. Exhibit "A" ~~consists of the proposal~~ reflects the rates submitted by Contractor in response to the City's request for sealed proposals. The rates set forth in Exhibit "A" shall remain in effect for the life of the franchise, unless modified pursuant to Section 17 of this agreement. Contractor will permit multi-family complexes to reduce the number of pick-ups made during the

summer months, and the Contractor will provide an option for multi-family complexes to pay fixed monthly rates, calculated on an annual average basis.

The Contractor shall have the privilege of discontinuing service to any customer when the charges due the Contractor are delinquent for a period exceeding thirty (30) days, and when reasonable notice of said delinquency has been delivered to the ~~citizen~~customer. In the event service is stopped to a customer and such customer desires to reinstate service, contractor may charge \$25.00 to restart service. Contractor shall notify the City if service is discontinued to any customer.

The collection of the amounts due to the Contractor shall be the responsibility of the Contractor, and the Contractor may collect in advance for the said collection service; provided, however, the Contractor shall not enforce any advance collection exceeding a period of three (3) months.

### **SECTION 3. Collection Schedule**

Contractor shall collect solid waste at single family residential properties and at duplexes, two times per week, at least three days apart and shall collect recovered materials once per week. Preferably, regular weekly single family residential will be Tuesdays and Fridays as currently scheduled. The frequency of collection at larger multi-family and commercial businesses shall be arranged and contracted for by and between the contractor and the property owner or tenant. The Contractor shall offer solid waste service six days per week (Monday thru Saturday), and recovered materials pick-up shall be made available at least twice per week. No collections shall take place between the hours of 6:00 p.m. and 8:00 a.m. In the event a collection day falls on a holiday, it shall not be cancelled or rescheduled without the written consent of the Director of Public Works.

### **SECTION 4. Contractor's Obligations**

In consideration of this Franchise, the Contractor will:

**A.** Pay the City a franchise fee in the amount of ten percent (10%) of the amounts collected by Contractor for services within the corporate limits of the City or \$50,000, whichever is greater. Said franchise fee shall be paid monthly to the City on or before the tenth (10th) day of the month, next following the month of collection. If 10% of actual collections for any year is less than \$50,000 then Contractor shall pay the difference in the last month of the year. Contractor shall include with each monthly payment a report which shall reflect total revenues for the prior month from the aggregate of single family and mobile home properties, and from each multi-family or commercial property in order for the City to verify the calculation of the 10% franchise fee. The City shall have the right to audit the financial records of the Contractor as necessary to verify the accuracy of the amounts paid to City as the franchise fee.

**B.** Collect and properly dispose of all solid waste and recovered materials in accordance with the terms and conditions of this agreement. Contractor shall collect

crates and boxes from residences newly occupied at no additional fee when said crates and boxes are placed for collection within ten (10) days of occupancy.

**C.** Contractor shall pick up large items such as white goods and furnishings upon request and shall make arrangements to do so within 3 days of request. Contractor shall have available at all times dumpsters of various sizes for construction debris, said dumpsters shall range in size from 10 yards to 40 yards.

#### **SECTION 5. Service to the City.**

The Contractor shall make no charges for collection at any municipal facilities. The Director of Public Works will notify the contractor of the size and location of dumpsters needed for municipal facilities. In addition, to service for municipal buildings the Contractor shall supply at no cost a forty (40) yard dumpster for brush. The Contractor shall provide dumpsters and collection service for both solid waste and recovered materials in accordance with the schedule set forth by the Director of Public Works. In addition, at no charge, the Contractor shall provide a central recycling center, at a ~~designation-selected~~ site designated by the City and shall provide recycling containers for use by the Public at this location. At a minimum, recycling containers for newspaper, aluminum, clear glass and plastic shall be provided and emptied as frequently as necessary to maintain the area in a neat condition. At one City event per year Contractor shall supply free of charge 5 port-o-lets. Contractor shall supply free of charge up to 2 dumpsters twice per year for City sponsored litter clean up days.

#### **SECTION 6. Multi-family and Commercial Accounts.**

It is the responsibility of the Contractor and the Customer or property owner to agree upon the size of the container(s) and the frequency with which it is emptied. However, the Contractor shall supply a large enough container to each customer to insure that the health and safety of persons on the property are protected, and that the property is kept clean and sanitary. It will be the responsibility of the Contractor to repair and maintain the container on a regular schedule. However, loose lids, broken wheels, etc., shall be repaired as soon as possible by the Contractor to avoid injury to the public. Only containers that meet Consumer Products Safety Commission standards and the applicable regulations and standards of other State and Federal Agencies are to be used in South Pasadena.

It is the responsibility of the contractor to clean and disinfect the dumpsters and compactors as needed. On properties where dumpsters are screened, by an enclosure, Contractor will be responsible for opening and closing gates and latching gates after emptying the dumpster. The lids of all dumpsters shall be closed by the Contractor following the emptying of dumpsters. Any trash that falls on the ground while emptying dumpsters shall be immediately picked up by the Contractor before leaving the premises.

#### **SECTION 7. Property Damage.**

The Contractor shall repair all property, public or private, damaged by its agents, servants or employees, negligently or unintentionally, in the performance of this contract, and to place same in as good a condition and promptly, as before the damage to same. Contractor shall remove any spillage from public or private premises and shall carry brooms and shovels on each truck to accomplish the same.

#### **SECTION 8. Storms, Emergencies, Disasters.**

In the case of a storm or hurricane, the Commissioner of Public Works may grant the Contractor reasonable variance from the regular schedules and routes. As soon as practicable after such storm, the Contractor shall advise the Commissioner of Public Works and the customers of the estimated time required before regular schedules and routes can be resumed. In the case of a storm, a Red Tide, or other disasters, if requested by the City the Contractor shall work with the City in all commercially reasonable ways for the efficient and rapid cleanup of the City. Any additional costs to the City shall be as stated in Contractor's proposal.

Nothing in this agreement shall be construed to prevent the City from contracting with other companies or individuals for post disaster clean-up. Contractor expressly agrees that post disaster clean-up is a matter of public health safety and welfare and the City may enter into any agreements deemed necessary by the City Commission to ensure that the City is cleaned up in an efficient manner following any type of disaster. The definition of disaster shall be determined solely by the Director of Public Works.

#### **SECTION 9. Reports of Operations.**

Sixty days (60) following the start of the contract, Contractor will furnish the City with a report documenting the number and size of dumpsters, compactors, etc. for each property address. This report shall be updated yearly. By the tenth of each month, the Contractor will submit to the City a written report showing the number of complaints received, type or types of complaints, and actions taken by the Contractor to resolve them. In addition, Contractor shall be responsible for maintaining information and records adequate to determine participation and weekly set out rates by, volume of solid waste diverted from landfill or incinerator by percent, weight by material of items recovered, neighborhoods above and below average participation and any other information required by Pinellas County or the State of Florida. Contractor shall furnish all information and records necessary for the City to comply with all legal obligations relating to its waste management. This shall specifically include but not be limited to any additional reporting required to meet the ~~July 1, 2010 composting~~[state of the solid waste management program](#) requirements as well as other changes to Chapter 403 [Florida Statutes](#) that become effective during the term of the franchise.

#### **SECTION 10. Compliance with Laws, Obtaining Licenses.**

The Contractor shall agree to abide by all applicable Federal, State, County and City laws and regulations. The Contractor and his surety will agree to indemnify and save harmless the City, all of its officers, representatives, agents, and employees against any claim or liability arising from or based on the violation of any such laws, ordinances, or

regulations by the Contractor, his agents or employees. Contractor, at its sole expense shall maintain throughout the term of this agreement all permits, licenses, registration fees and approvals necessary or required for contractor to perform the work and services described herein.

## **SECTION 11. Insurance and Liability.**

### **A. Worker's Compensation:**

The Contractor shall procure and shall maintain during the term of the contract worker's compensation insurance for all of its employees who engage in work pursuant to this agreement. In the event any work is sublet, the Contractor shall require the subcontractor to provide Worker's Compensation Insurance for all of the latter's employees who are engaged in such work, unless such employees are covered by the protection afforded the Contractor's Worker's Compensation Insurance. In case any class of employees engaged in work under this agreement, is for any reason not protected under the worker's compensation statute, the Contractor shall provide employer's liability insurance for the protection of such individuals, not otherwise protected.

Coverage A: Worker's Compensation - statutory

Coverage B: Employer's Liability - \$100,000.00

### **B. Liability:**

The Contractor shall procure and maintain and require any subcontractor to procure and maintain during the term of the contract, a Comprehensive General Liability Policy, including at a minimum:

Independent Contractor's Liability

Contractual Liability

Broad Form Property Damage Liability

Personal Injury Liability

The minimum primary limits shall be \$500,000. Bodily Injury Liability and \$250,000.00 Property Damage Liability, or \$500,000.00 Single Limit Liability, or higher limits if required by the excess liability insurer.

### **C. Automobile Liability:**

The contractor shall procure and maintain and require any subcontractors to procure and maintain during the term of this agreement, Automobile Liability insurance covering all owned, leased, hired and non-owned automobiles used in connection with this agreement. The minimum primary limits shall be \$500,000.00 Bodily Injury Liability and \$250,000.00 Property Damage Liability, or \$500,000.00 single limit liability, or higher limits if required by the excess liability insurer.

### **D. Excess Liability (Umbrella)**

The Contractor shall procure and maintain during the term of this agreement an Excess or umbrella liability policy covering all exposures required under primary coverage in the minimum amount of \$1,000,000.00.

**E. City as Named Insured.**

Each policy shall list the City of South Pasadena its commission members, officers and employees as additional insured parties.

**F. Proof of Insurance.**

The Contractor shall furnish to the Director of Finance prior to starting work under this agreement, satisfactory proof of the insurance required with a company satisfactory to the City. The Best Insurance Guide rating of the insurance company shall also be provided to the City. To be acceptable to the City, each insurance certificate shall contain a clause similar to the one that follows:

"Should any of the above described policies be cancelled or undergo material change before the expiration date, the issuing insurance company will mail thirty (30) days before the date of expiration or change, a notice to the Commissioner of Public Works of the City of South Pasadena."

**SECTION 12. Equipment.**

**A. TYPE:** The Contractor shall use only vehicles with bodies that are water-tight.

**B. AMOUNT:** The Contractor shall provide sufficient equipment in proper operating condition so that regular schedules and routes of collection can be maintained. In addition Contractor shall supply a recycling container that serves for in house storage and for curb placement for each single family property and each duplex unit within the City.

**C. CONDITION:** Equipment (trucks and mechanical containers) shall be maintained in a reasonable, safe working condition, and shall be painted uniformly with the name of the Contractor. The Contractor's business telephone number and the vehicle number are to be painted on both sides of each vehicle. All vehicles shall be numbered and a record kept of the vehicle to which each number is assigned.

**SECTION 13. Character of Personnel.**

The supervision of collection shall be conducted by competent, qualified and sober personnel, and the Contractor shall agree to provide sufficient personnel, time and attention to the directing of sanitation services so as to insure performance satisfactory to the City and the customers. The Contractor shall not allow incompetent, drunk, dishonest or discourteous employees, nor those persons under the influence of alcohol or any other controlled or other illegal substances to work in the City.



## **SECTION 14. Default or Breach of Franchise Agreement.**

**A. CITY NOT LIABLE FOR DELAYS:** The City shall not be liable or responsible to the Contractor or to any other persons due to any stoppage or delay in the collection services by injunction or other legal proceedings brought against the Contractor, or from or due to any delay from any cause over which the City has no control. Further, the Contractor shall hold harmless and indemnify the City from any claims arising from this section.

**B. BREACH OF CONTRACT:** It will be the responsibility of the Director of Public Works or his designated employees to observe the collection services provided by the Contractor. If, in the opinion of the Director of Public Works there has been a breach of the agreement, then the Director of Public Works will so notify the Contractor in writing, specifying the manner in which there has been a breach of contract. If, within a period of seven (7) working days, the Contractor has not eliminated the conditions considered to be a breach of contract, then the Director of Public Works will so notify the City Commission, and a hearing will be set for the next available Regular Commission meeting. The Commission will hear testimony from the Contractor and the City representatives, and will make a determination as to whether or not there has been a breach of the agreement, and will direct what further action should be taken by the City including but not limited to cancellation of franchise.

Upon such cancellation of the Franchise, the City may, without obligation to it of any further compensation to the Contractor, take over the work and service for the unexpired term of the Franchise, or may enter into agreements with others for the work and services performed by the Contractor. Such cancellation of the agreement shall not relieve the Contractor or its surety of liability for failure to faithfully perform this agreement, and in case of expense incurred by the City in performing, or causing to be performed, the work and services provided for in this agreement, shall exceed the sum which would have been payable under the Franchise, or if the City sustained any other damages by reason of the Contractor's breach or nonperformance of this Franchise, then the Contractor (and its surety to the extent of its obligation under the performance bond) shall be liable to the City for all such damages, including court costs and a reasonable attorney's fee. Any attorney's fee shall be applicable through any appellate proceedings.

**C. PARTIAL CANCELLATION:** At the option of the City, a default under the solid waste portion of this agreement shall also constitute a default under the recycling portion of this agreement, and a default under the recycling portion shall also constitute a default under the solid waste portion. The City shall determine in its own best interest whether to cancel only the solid waste portion, only the re-cycling portion or both in the event of a default.

**D. TERMINATION OF FRANCHISE:** The City shall, at its sole discretion, have the right to terminate this franchise agreement without cause upon one hundred eighty (180) days written notice to the Contractor.

## **SECTION 15. Performance Bond.**

The Contractor shall provide to the City a surety bond or performance bond, issued by a surety licensed to do business in Florida, in the amount of \$200,000 which bond shall be in the form of a cash bond, letter of credit or surety bond executed by the Contractor and a licensed to do business in Florida surety, wherein the Contractor and its surety covenant and guarantee that the Contractor will faithfully and fully perform all services, duties and obligations it has covenanted to do and perform under this contract, in strict accord with the terms and conditions herein.

## **SECTION 16. Special Materials.**

**A.** Highly flammable or explosive materials, toxic industrial waste and Hazardous Wastes as defined by Federal and State law, shall be collected and disposed of as directed by the Pinellas County Health Department. The Contractor shall not be obligated to collect such materials.

**B.** Special Waste, as defined in F.S. 403.703 (~~3231~~) shall not be collected by Contractor unless Contractor and Customer shall have entered into a Special Waste Agreement agreeable to Customer and Contractor. Contractor may charge a reasonable surcharge for handling special waste. Contractor shall be responsible for billing to and collecting from Customer.

**C.** Contractor agrees that upon request it will promptly cause to be removed from the homes or streets of the Municipality dead animals, i.e., dogs, cats, skunks and the like; small animals such as mice and rats must be disposed of through the regular solid waste service by placing the same in the cans for collection, at no cost to the City or consumer.

## **SECTION 17. Rate changes.**

Rate changes may occur in accordance with the terms and conditions set forth in the Contractor's proposal found in Exhibit "A", if applicable.

## **SECTION 18. Option.**

The City and the Contractor hereby agree that the City shall have the option of renewing this Agreement for an additional five (5) years from the expiration of the Agreement. The City shall notify the Contractor in writing of ~~their~~its intent to exercise said option ninety (90) days prior to the expiration of this Agreement. The terms and rates for the option shall be determined in the identical manner that the rates are determined for the first five (5) years of this Agreement.

## **SECTION 19. Neighboring Areas.**

At such time as the City annexes additional areas, Solid Waste and Recyclable Collection services shall be extended into such areas under the terms and conditions of this Agreement. In the event the City enters into an interlocal agreement with the City of St. Pete Beach to provide garbage service to that portion of Harbourside Condominium that is situated in St. Pete Beach services shall be extended into said area under the



terms and conditions of this Agreement. In the event Contractor is granted a franchise in St. Pete Beach for any period of time that overlaps the term of this franchise pick-ups at Harbourside Condominium Contractor shall coordinated pick-ups to ensure that trucks pick up from the entire complex on same schedule.

#### **SECTION 20. Missed Pick-Up.**

In case of a missed pick-up reported by the City or by a customer, Contractor shall collect the solid waste, or re-recyclable materials within 24 hours of notification. Repeated missed pick-ups shall constitute a breach of this agreement.

#### **SECTION 21. Independent Contractor.**

Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the City. Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same and nothing herein shall be construed as creating a partnership or joint venture between City and Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of the City, and no such person shall be entitled to any benefit granted to employees of the City.

#### **SECTION 22. Non- Assignment.**

Neither Contractor nor City shall assign, transfer, convey or otherwise hypothecate this agreement or its rights, duties or obligations hereunder or any part thereof without the prior written consent of the other. This shall not apply to contracts for disaster clean-ups.

#### **SECTION 23. Operation During Dispute**

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

#### **SECTION 24. Disposal Of Refuse**

South Pasadena shall not be responsible for disposal fees charged by the county or other disposal operator for the Contractor to use the facility. The Contractor shall be responsible for disposing of any and all collected Garbage, waste, street sweepings and/or any other collected materials in accordance with state and federal statutes and/or regulations and agrees to accept all liability for any remedial activities or fines which may arise from the unlawful disposal of waste.

#### **SECTION 25. No Waiver Of Sovereign Immunity/Limits Of Liability**

Nothing herein is intended to act as a waiver of South Pasadena's sovereign immunity and/or limits of liability as set forth in section 768.28, Florida Statutes regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise.

**SECTION 26. City Held Harmless From Injuries, Damages And Certain Other Acts Of The Contractor**

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

**SECTION 27. Notices.**

All notices required or contemplated by this agreement shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the parties as follows:

To City: ~~Commissioner~~Director of Public Works  
City of South Pasadena  
7047 Sunset Drive  
South Pasadena, FL 33707

To Contractor: Progressive Waste Solutions of FL, Inc.  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

**SECTION 28. Waiver.**

A waiver of any breach of any provision of this agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

**SECTION 29. Law to Govern.**

This agreement is entered into and is to be performed in the State of Florida. City and Contractor agree that the law of the State of Florida shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this agreement.

**SECTION 30. Titles of Sections.**

Section headings inserted herein are for convenience only, and are not intended to be used as aids to interpretation and are not binding on the parties.

**SECTION 31. Amendment.**

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

**SECTION 32. Severability**

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

**SECTION 33. Entirety.**

This agreement and any exhibits attached hereto contain the entire agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and their seals, each representing that they are duly authorized to bind their respective parties:

CITY OF SOUTH PASADENA

BY: \_\_\_\_\_  
MAX ELSON, MAYOR

ATTEST:

\_\_\_\_\_  
CARLEY LEWIS, CITY CLERK

CONTRACTOR

BY:\_\_\_\_\_

ATTEST:

\_\_\_\_\_

**EXHIBIT A**  
**SCHEDULE OF RATES**

**Single family and Duplexes.**

Curbside bi-weekly solid waste collection, unlimited number of 32 gallon cans (or larger container if supplied by Collector at no cost), plus one weekly curbside collection of co-mingled newspaper, aluminum, clear glass, and plastic in a recycling bin supplied by Collector. Preferred that collection days remain as currently on Tuesdays and Fridays. All collections to take place between the hours of 8 AM and 6 PM. Price per household, per month \$12.29.

If the rate quoted above, would be lower without the 8AM to 6PM collection time restriction, indicate the percentage amount of the reduction 0%.

**Mobile Home Park**

Same service as single family/duplex. Rate per mobile home, per month \$9.85. Percentage rate reduction, without collection time restriction 0%.

Every proposal must include a flat rate for the service described above. If you are proposing use of containers supplied by Collector for solid waste collection in single family, duplex, and mobile homes, the containers must be provided at no additional cost to the customer. No proposal which does not provided for the recycling of newspaper, aluminum, clear glass and plastic at these residential locations, will be considered. If additional materials are being proposed for co-mingled recycling by single family, duplex and mobile home locations, list each recovered material being proposed and additional cost, if any, associated with each material.

To add a 5th recovered material for each stop it would cost \$0 and the material is cardboard.

To add a 6th recovered material for each stop it would cost \$0 and the material is mixed paper.

To add a 7th recovered material for each stop it would cost \$0 and the material is phone books.

To add an 8th recovered material for each stop it would cost \$0 and the material is Metal cans.

If more than 8 materials are being proposed for recycling, at single family/duplex locations attach another sheet.

Please state the size of the proposed recycling bin to be provided 18 gallon. State the size of the solid waste container, if any to be provided 96 gallon. State your policy for replacement and/or repair of both types of containers.

One (1) replacement per year at no additional charge for residents.

**Solid Waste Collection at Multi-family complexes and Commercial Businesses.**

Collection between the hours of 8AM and 6PM. If rates would be lower without the collection time restrictions, please indicate the percentage amount of the reduction 0%.

**Monthly rates for front loader containers (If container sizes do not match container sizes you are proposing strike through and substitute the closest size container you have available)**

Container Size	Weekly Frequency of pickup					
	1	2	3	4	5	6
45 gallon	<b>\$8.85</b>	\$9.85	\$10.85	\$11.85	\$12.85	\$13.85
64 gallon	\$8.85	\$9.85	\$10.85	\$11.85	\$12.85	\$13.85
90 gallon	\$11.29	\$12.29	\$13.29	\$14.29	\$15.29	\$16.29
2 cubic yard	\$54.26	\$94.90	\$140.55	\$185.13	\$227.04	\$271.80
4 cubic yard	\$88.83	\$166.49	\$240.87	\$315.23	\$392.90	\$470.80
6 cubic yard	\$120.42	\$223.09	\$325.78	\$428.44	\$531.14	\$633.81
8 cubic yard	\$152.41	\$281.02	\$410.84	\$533.90	\$669.34	\$800.00

**Monthly rates for Rear Loader**

Container Size	Weekly Frequency of pickup					
	1	2	3	4	5	6
1 1/2 cubic yards	\$32.41	\$64.82	\$97.23	\$129.64	\$162.05	\$194.46

**COMPACTORS AND ROLL OFF CONTAINERS**

Front Loader Compactors	3 times container rate
Roll-Off Containers	\$183.40 per pull plus net landfill charges
Daily rental charge for Roll-off containers	\$2.00
Roll-Off Compactors	\$183.40 per pull plus net landfill

**Multi-family and Commercial Recycling Program**

On an attached sheet, describe in detail the recycling program you are proposing for Multi-family and commercial locations. Each proposal must include the types of recovered materials to be included, the method of collection, the obligations of the customer in terms of separating recovered materials from each other, the frequency of pick ups, and the cost of the program.

Assume collection times are between 8AM and 6PM, and if prices would differ indicate the price for collection without time restrictions. If you are proposing to pay the City any portion of the profits made on recycling please detail.

**PORTABLE TOILETS**

Monthly rate \$75.00, serviced once per week.  
 Weekly rate \$55.00.

**Bulk Pick Up:** State the rate you charge for pick up of white goods and/or furniture as well as any limitations that apply to special pick-ups.(This response must contain a dollar amount and a description of a standard bulk pick-up)

No charge

**State any pick up restrictions (size, weight, number) you have for yard trash placed curbside on regular pick up days.**

Based on 4 foot length and 6 inch diameter, up to 2 cubic yards. Bundles and containers up to 50 lbs.

**Construction Roll Off Dumpsters:**

State the rates for 10, 20, 30 and 40 yards dumpsters.  
 \*all 4 sizes must be made available

Haul: \$183.40 per pull plus disposal

Rental: \$2.00/day





<b>Summary report:</b>	
<b>Litéra® Change-Pro 7.5.0.185 Document comparison done on 10/24/2016 1:00:05 PM</b>	
<b>Style name:</b> Default Style	
<b>Intelligent Table Comparison:</b> Active	
<b>Original DMS:</b> iw://FSDMS/TAMPA1/9597231/4	
<b>Modified DMS:</b> iw://FSDMS/TAMPA1/9597231/6	
<b>Changes:</b>	
Add	23
<del>Delete</del>	16
<del>Move From</del>	1
<del>Move To</del>	1
Table Insert	0
<del>Table Delete</del>	0
<del>Table moves to</del>	0
<del>Table moves from</del>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>41</b>

**South Pasadena Solid Waste Franchise Contract  
Points of Discussion - 11/1/2016 Commission Workshop**

Per the request of Commissioner Lari Johnson and Garry Anderson, Director of Public Works, the following topics need further discussion:

- 1) **FRANCHISE FEE PAYEMNTS** - Progressive Waste has proposed that the Franchise Fee of \$50,000 for the contract be paid equally per month over the course of the year. The payment would be \$4,166.67 per month.

At the end of the year, if the total franchise fee is over \$50,000 then Progressive would true up in January or February of the following year.

Currently, we calculate franchise fees monthly and pay accordingly. The dollar amount changes monthly.

Within the new contract we would have to do the same process and true up at the end of the year if the amount is below \$50,000.

Progressive can still provide reports as we do currently but setting up a system of equal payments ensures less issues and timely payments.

If we pay equal amounts every month, we would set up for a \$4,166.67 check to be automatically generated for the first check run each month.

In our current system my Accounts Payable colleague has to wait until all billing has been processed, run the report then request a check for next available check run.

The proposed 'Equal Pay' process would ensure South Pasadena receives checks quicker by about two weeks or more.

- 2) **CONSTRUCTION & DEMOLITION ROLL-OFF SERVICE** – The proposed agreement removes the service of Construction & Demolition (C&D) from the proposed franchise agreement.

This proposed change is different from the specifications presented in the RFP *for Residential Curbside Solid Waste Service and Recycling Service and Commercial Solid Waste Service*.

Is it the intent of the City to remove C&D from the franchise agreement to allow for other companies to provide this service?

The proposed language would give contractors or property owners the ability to go outside the franchise agreement and use another hauler.

*For purposes hereof, "Source Separated Recovered Materials" shall mean materials defined under Sections 403.703(24) and 403.703(36), Florida Statutes, but shall not include "Construction and Demolition Debris" as defined in Section 403.703(6), Florida Statutes, which may be removed by builders or property owners from their own construction sites and/or activities in accordance with all applicable laws, ordinances, rules and regulations.*

Several municipalities have exclusive roll-off as part of their franchise contract - Tarpon Springs, Pinellas Park, Seminole, Oldsmar, Belleair Beach and Belleair Bluffs

In the City of Largo, the only provider of roll-offs is the city department.

Progressive respectfully requests that the agreement match the specifications from the RFP and include the hauling of Construction and Demolition Debris in the franchise agreement.

- 3) **CONTRACT EXTENSION** – Due to the timing of the current negotiations, Progressive will extend the contract 30-Days to 11/30/16.
- 4) **MERGER** -- On June 1, 2016, Waste Connections (WCI) merged into Corporate Progressive and changed its name to Waste Connections, Inc. This transaction happened at the publically traded, corporate level. Prior to the merger, WCI and Progressive each had approximately \$2 billion dollars in revenue, and operations all over the country. Together, the combined entity now has over \$4 billion dollars in revenue and a bigger footprint in North America. WCI had no previous operations in Florida and consequently there is no overlap.