

CITY OF APALACHICOLA

SOLID WASTE COLLECTION AGREEMENT

This Agreement made and entered into on this ____ day of June, 2022 by and between the City of Apalachicola, Florida, hereinafter referred to as "City.", and Richards Freight/Seafood, LLC d/b/a Waste One, hereinafter referred to as "Contractor."

WITNESSETH:

WHEREAS, the City is desirous of securing the services of the Contractor to operate a waste collection and hauling service for the City; and

WHEREAS, the Contractor desires to provide the operation of a waste collection and hauling service for the City;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective covenants herein contained, the parties agree as follows:

Section 1. COMMENCEMENT OF WORK

The refuse collection and hauling work outlined in this Agreement (also referred to as "Contract" herein) shall commence no later than June 30, 2022.

Section 2. TERM

The initial term of the Agreement shall be for a period beginning July 1, 2022, and terminating June 30, 2027, with the option by the parties to renew for two additional five (5) year periods on the following terms. This Agreement shall be eligible for renewal under the following conditions. Contractor shall provide written Notice 180 days prior to the termination of the initial or any renewal term of its desire to renew the Agreement for an additional five (5) year period. The City shall confirm receipt of the Notice and the parties may enter into an amendment extending the term of this Agreement for a period of five (5) years on mutually agreeable terms and conditions.

Either party may provide written notice by certified mail, return receipt requested of intent not to renew at least 180 days prior to the end of the initial term or any renewal term.

Section 3. DEFINITION OF TERMS

3.1 **Biomedical.** Shall mean any solid waste or liquid waste, which is defined as biohazardous pursuant to Chapter 62-701, F.A.C.

3.2 **Commercial Service** Shall herein refer to the service provided to business establishments, City owned property, churches, schools, Multiple Dwelling Units, office buildings, industrial facilities and other commercial establishments.

3.3 Commercial Trash. Shall mean any and all accumulations of paper, rags, excelsior or other packing materials, wood, paper or cardboard boxes or containers, sweepings, and any other accumulation not included under the definition of Garbage, generated by the operation of stores, offices, other business places and non-residential property.

3.4 Construction and Demolition Debris. Shall mean materials defined as such from time to time by the Department and Chapter 62-701, F.A.C.

3.5 Agreement. Shall mean this Agreement and the attached Exhibit(s).

3.6 Contractor. Shall mean Richards Freight/Seafood, LLC d/b/a Waste One

3.7 Department. Shall mean the Florida Department of Environmental Protection.

3.8 Disposal Costs. Shall mean the "tipping fees" or other costs charged to the Contractor during the contract term for disposal of the Refuse collected in the City by Contractor.

3.9 Front Door. Shall mean any physical location for the placement of Solid Waste Containers, intended for residential service collection and disposal, on the customer's property or on street right-of-ways as selected by the City, that is Curbside and accessible to the Contractor for collection. Accessible means not inside an enclosure or fenced area. Customers are responsible for placing containers curbside in an accessible location prior to collection.

3.10 Garbage. Shall mean all kitchen and table food waste and/or animal or vegetative waste that is attendant with or results from the storage, preparation, cooking, or handling of food materials; and any bottles, cans or other containers, utilized in normal household use, which due to their ability to retain water, may serve a breeding place for mosquitoes and other insects.

3.11 Garbage Receptacle. Shall mean a Contractor owned and provided 96-gallon rollout cart, or such other receptacle approved by the City and Contractor.

3.12 Garden and Yard Trash. Shall mean vegetative matter resulting from residential *yard* and landscaping maintenance and shall include materials such as tree and shrub trimmings, grass clippings, palm fronds, or small tree branches formed into a maximum 4' x 8' pile. Any pile larger than 4' by 8' will not be collected.

3.13 Hazardous Waste. Shall mean any solid waste, (even though it *may* be part of a delivered load of waste) which:

(a) Is required to be accompanied by a written manifest or shipping document describing the waste as "Hazardous Waste", pursuant to any state or federal law, including, but not limited to, the Resource Conservation and Recovery

Act, 42 USC

7901, et seq. *as* amended and the regulations promulgated thereunder; or

(b) contains polychlorinated biphenyls or any other substance the storage, treatment or disposal of which *is* subject to regulation under the Toxic Substances Control Act, 15 USC 2601, et seq. *as* amended and the regulations promulgated thereunder; or

(c) contains a "reportable quantity" of one or more "Hazardous Substances", *as* defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 9601, et seq. *as* amended and regulations promulgated thereunder or *as* defined under Florida Administrative Code Section 62-730 and regulations promulgated thereunder; or

(d) contains a radioactive material the storage or disposal of which is subject to state or federal regulation.

3.14 Landfill. Shall mean any solid waste land disposal area for which a permit, other than a general permit, is required by a state government, that receives solid waste for disposal in or upon land other than a land-spreading site, injection well, or a surface impoundment.

3.15 Mechanical Container. Shall mean and include any detachable metal container designed or intended to be mechanically dumped into a loader/packer type of garbage truck used by the Contractor.

3.16 Multiple Dwelling Units. permanent living units, not including Container(s). Shall mean any building containing two (2) or more motels and hotels, which is serviced by mechanical Containers.

3.17 City. Shall mean City of Apalachicola.

3.18 Recyclable Materials. Shall mean any newspaper, cardboard, plastic, aluminum and other commercially viable recyclables as designated by Contractor that are generated within the Service Area.

3.19 Refuse. Shall mean Garbage, Commercial Trash and Household Trash. Construction and Demolition Debris, Garden and Yard Trash, Hazardous Waste, Biomedical Waste and Special Waste are excluded.

3.20 Residential Service. Shall herein refer to the Refuse, Garden and Yard Trash collection service provided to persons occupying dwelling units within the designated area who are not receiving Commercial Service.

3.21 Service Area. Shall mean the *City* and any areas subsequently incorporated into the City by annexation.

3.22 Special Waste. Shall mean solid wastes listed in Exhibit attached hereto.

3.23 White Goods. Includes inoperative and discarded refrigerators, ranges, water heaters, freezers, small air conditioning units, and other similar domestic and commercial large appliances.

Section 4. GRANT OF RIGHT: GENERAL CONDITIONS

4.1 Contractor Duties. The Contractor shall provide in the manner set forth herein Garbage, Household Trash, Garden and Yard Trash and Commercial Trash collection and hauling services within the Service Area. The Contractor shall have the capacity to provide Solid Waste Collection and hauling service to the disposal site following emergencies such as hurricanes, storms, etc. In the event of an emergency, collection services may be scheduled at times not otherwise permitted provided the Contractor has received permission from the City.

4.2 Independent Contractor. Contractor shall be an independent contractor and shall provide, at his own expense, all labor, insurance, supervision, machinery and equipment, plant building, trucks and any other tools, equipment, accessories and things necessary to provide the service required herein. Contractor shall be in no respect an agent, servant or employee of the City of Apalachicola. Contractor shall be required to pay all federal, state and local taxes, license taxes, social security taxes and taxes of any kind which may be chargeable against the labor, material, equipment or other necessary items in the performance of this contract and shall be required to obtain an occupational license from the City.

4.3 Spillage. Contractor shall not litter or cause any spillage to occur upon the premises or the rights-of-way wherein the collection shall occur. Contractor may refuse to collect any Refuse that have not been placed in a receptacle, as provided herein.

4.4 Disposal Site. All Refuse shall be hauled to a Site of the Contractors choice, or such Landfill or other disposal site as may be determined. The site must meet State and Federal regulatory requirements.

4.5 Initiation of Service. Initiation of residential or commercial service for which the rates are controlled by this Agreement and may be made by contacting the Contractor or the City.

4.6 Extraordinary Events. In the event garbage and trash levels rise above normal levels due to, without limitation, hurricanes, floods, fires or the like, and Contractor is required to remove and/or dispose of said garbage and trash; then Contractor and City hereby agree to negotiate a special fee for such above normal services to be provided by Contractor.

4.7 Bulky Waste and White Goods. Contractor shall provide by separate agreement for collection and price with the resident or business requiring such, collection and disposal of Bulky Waste and White Goods.

4.8 Disaster Preparedness Plan. In the event of a hurricane, tornado, major storm, or

other natural disaster, the Contractor may be required to obtain additional equipment, employ additional personnel or work employees overtime hours to clean up resulting debris. To prepare for such events, the Contractor shall provide the City's Authorized Representative with a Disaster Preparedness Plan or an update of the prior year's approved plan by October 1 of each year, which is subject to the approval of the City. The Disaster Preparedness Plan shall include plans for securing additional personnel and equipment and proposed rates for collection services associated with the cleanup of natural disasters or other emergencies. Contractor shall provide services during declared Presidential/FEMA/State of Florida emergencies when requested by the City. Contract will be compensated for such services, according to the rate schedule approved by the City in the Disaster Preparedness Plan, provided the Contractor's invoices are prepared in accordance with FEMA guidelines.

4.9 Quality of Service.

(a) Contractor shall be responsible for providing high quality service to both its residential customers and the City. The Contractor shall coordinate with the City to ensure that high quality service is maintained throughout the term of this Contract.

(b) Contractor's employees shall make collections with minimum noise and disturbance to residents, shall provide service with as little disturbance to residents as possible, shall be courteous at all times, and shall not use loud or profane language.

(c) Contractor shall exercise all reasonable care and diligence in the collection process. Contractor containers shall be thoroughly emptied and returned to the proper point of collection, unless otherwise permitted by the City.

(d) Contractor's employees shall follow established walkways for pedestrians while on private property, shall not trespass or loiter on private property, shall not cross property lines to the adjoining property, and shall not disturb or tamper with property not connected with their contractual duties.

(e) Contractor shall not Jitter or cause any spillage to occur on the premises, on the right-of-way, or in transport. During transport, all collected Solid Waste including any Recyclables and Yard Waste shall be contained, tied, or enclosed so that leaking, spilling, or blow-off-does not occur. In the event of spillage or leakage caused by the Contractor, the Contractor shall promptly clean up all spillage or leakage at no cost to the City.

(f) Contractor shall be cognizant of all existing Utilities, operate with due care in the vicinity of such Utilities, and promptly repair or have repaired at no cost to the City or to the property owner and damage caused by its operations. If such repairs are made by or at the direction of the City or property owner, the Contractor shall reimburse the City or property owner for such repairs.

(g) Contractor shall provide all services as to avoid damage to adjacent private or public property, shall promptly respond to all complaints relating to such damage, and, within reasonable time but in no event more than five (5) days after notice to the Contractor (unless otherwise authorized by the

City), shall repair or pay for any damage caused by its operations.

(h) All vehicle operators shall carry a valid commercial driver's license (CDL).

4.95 Complaints

(a) To provide high quality collection services to the residents of the City, the Contractor shall promptly resolve all complaints received by the Contractor, either directly via a dedicated e-mail and/or telephone number provided to the City for circulation to Customers or by referral from the City, within the time limits specified in this Contract.

(b) Contractor shall provide City with a dedicated e-mail and telephone contact information which can be provided by the City to Solid Waste customers wishing to make a customer complaint.

(c) Contractor shall designate and provide the City with appropriate contact information, including cell phone number, for a contract person who is available during all normal business hours. If such contact person will be unavailable for any period of time, the Contractor shall designate an alternate contact person for that period of time. This contact person shall be authorized to act at the City's request in response to emergencies or circumstances requiring immediate action.

(d) Service quality will in part be measured by the number and nature of complaints received from the Contractor's customers. Any complaints received directly by the Contractor, from residential customers or from the City, shall be reported to the City by the end of each business day on a form approved by the City, which shall include the following information:

- (1) Customer's name, address and phone number;
- (2) Route number and truck number assigned to complaint address;
- (3) Type of service involved;
- (4) Nature of the complaint;
- (5) Date and time complaint was received;
- (6) Date and time problem occurred;
- (7) Action taken by Contractor;
- (8) Date and time the complaint was resolved; and
- (9) Name of person who resolved the complaint.

(e) All complaints shall be resolved within 4 business days after being received by the Contractor unless a different time limit is specified in this Contract.

(f) Contractor shall provide the City with a full written explanation in the approved Work Order format of the disposition of any complaint involving a claim of damage to private or public property as a result of action of the Contractor's employees, agents, or subcontractors.

Section 5. RESIDENTIAL COLLECTION SERVICE

5.1 Duties. Contractor shall collect and dispose of all Refuse and garden and yard trash except Special Waste, Hazardous Waste, Construction and Demolition Debris, White Goods and Bio-Medical Waste from all single family homes, Multiple Dwelling Units and mobile homes in the Service Area. Contractor shall pick up garbage one day per week. The City will be divided into four (4) quadrants, the Garden and yard waste in each quadrant will be picked up on one specified day per week per quadrant.

5.2 Frequency of Collection. Contractor shall collect Refuse and garden and yard trash from places of residence within the Service Area once per week. Initially, the Contractor will notify the City of the collection day. After the initial service day is established, the Contractor will not change the day of service without prior written notification to and written consent from the City.

5.3 Point of Pickup or Residential Refuse. Collection of residential Refuse shall be on the customer's property that is Curbside including on street right-of-ways as selected by the City, and accessible to the Contractor for collection. Accessible means not inside an enclosure or fenced area. Customers are responsible for placing containers curbside in an accessible location prior to collection. Special consideration will be given to persons not able to roll their Garbage Receptacle to the standard pickup location and where the City determines that because of health, safety or welfare concerns as to an individual unit or areas along street.

5.4 Handicap Persons Service. The Contractor shall provide Front door residential service to handicapped persons at regular curbside rates upon the customer providing to the Contractor, on a form prepared by the Contractor, the same proof of handicapped status as required by Section 320.0848(1)(a), Florida Statutes, or as otherwise required by the Contractor, and certifying that no able-bodied person resides in the household. Yard trash will be picked up curbside at such premises as directed by the City.

5.5 Maintenance of Carts. The Contractor agrees to provide and maintain 96 gallon carts for residential and small commercial customers during the term of this agreement.

Section 6. COMMERCIAL COLLECTION SERVICE

6.1 Duties. Contractor shall collect and dispose of Garbage and Garden and Yard Waste from or generated by any commercial customer (not yard waste created by a commercial landscape contractor for a commercial customer).

6.2 Frequency of Collection. Commercial waste not in residential areas may be collected at any time except on holidays and collection shall be available by Contractor in sufficient frequency to prevent containers from becoming overloaded.

6.3 Point of Pickup of Commercial Refuse. Commercial Refuse customers shall accumulate Refuse at locations that are mutually agreed upon by the customer and Contractor.

6.4 Method of Collection of Commercial Refuse. Contractor shall make

collections with as little disturbance as possible. Any Refuse spilled by Contractor, or spilled as result of Contractor missing a pickup, shall be picked up promptly by Contractor, unless spillage is caused by overloaded containers not caused by failure of contractor to pickup and dispose of the same in which case the customer shall be responsible for picking up the spillage.

6.5 Exclusions. Special Waste, Hazardous Waste, Biomedical Waste, Construction and Demolition Debris, White Goods are excluded from Contractor's obligation to collect and dispose of Commercial Refuse.

6.6 City Service. Notwithstanding any other provision to the contrary, the Contractor shall provide free regular service to the City of Apalachicola at the locations along existing routes (to be provided) and in the number and type shown in Exhibit "C" attached hereto. The City shall reimburse Contractor for all disposal costs relating to providing City service limited to the amounts actually charged to Contractor by the applicable disposal facility.

Section 7. SCHEDULES AND ROUTES

7.1 Schedules. Contractor shall provide the City with schedules for all residential collection routes.

7.2 Holidays. Contractor will not provide service on the following holidays: Thanksgiving and Christmas. If the regular collection day falls on any of the aforementioned holidays, Contractor shall collect the Refuse on the next day, or the soonest day as the City allows.

7.3 Hours. Collection shall be made in residential areas no earlier than 6:00 A.M. and no later than 6:00 P.M., Easter Time, with no service on Sunday, except in time of emergency or to maintain schedules due to holidays. No collection service shall occur on the following holidays: Thanksgiving Day and Christmas Day. Such pick up hours may be altered under special circumstances by the City.

Section 7.5. COLLECTION EQUIPMENT AND PERSONNEL

7.5.1 The Contractor shall be responsible for the furnishing of all labor, equipment and supplies necessary to provide garbage, trash, and refuse service to the residents of the City of Apalachicola and commercial establishments therein which are necessary to adequately and efficiently perform its duties hereunder.

7.5.2 Supervision. The supervision of solid waste collection shall be by competent and qualified personnel. The Contractor shall provide sufficient personnel, time and attention to direct sanitation services under this agreement so as to insure satisfactory performance.

7.5.3 Uniforms. The Contractor's collection personnel shall wear a uniform bearing the Contractor's name and the name of the employee. Such identification shall be easily visible to the public.

7.5.4 Cover. During conveyance by the Contractor, all solid waste shall be contained, tied or enclosed so that spilling and blowing is prevented.

7.5.5. Body. The body of all collection vehicles shall be sufficiently secure so as to prevent any leakage of fluid prior to unloading at the disposal site. The vehicle shall have an enclosed cab, well located hand holds, adequate door fastenings, hydraulic unloading capabilities and ample racks or supports for tools, containers and other equipment.

7.5.6 Designation. All collection vehicles shall be painted uniformly. The Contractor's name and business telephone number shall be painted uniformly on both sides of each vehicle.

7.5.7. Parking. The Contractor's collection vehicles shall not be parked in residential areas except for loading.

Section 8. SPECIAL WASTE COLLECTION

Contractor may offer Special Waste collection and disposal services to customers in the Service Area upon terms and conditions acceptable to Contractor and the customer generating the Special Waste.

Section 9. CONTRACTOR'S OFFICE

The Contractor shall provide at its expense, a suitable office located in Franklin County with a local telephone number as to Apalachicola where any complaints shall be received, recorded and handled during normal working hours of each week and shall provide for prompt handling of emergency complaints and all other special or emergency complaints or calls. Contractor shall keep a record of all complaints received and the disposition thereof for a period of one year after receipt and shall provide a copy of the same monthly to the City and City further shall have the right to review Contractor's records regarding the receipt and handling of complaints.

Section 10. PAYMENT AND BILLING

10.1 Billing. The City shall pay to the Contractor the amount per Residential, Multi-family and Commercial customer as agreed herein for collection and hauling services at the rates set forth in the Rate Sheet attached as **Exhibit "A"** less the 11% Franchise fee assessed by the City beginning on the effective date of this Agreement. Said monies shall be paid to Contractor for each month of service in a lump sum on or before thirty (30) days after the end of the month for which service was provided by Contractor. For clarity the Rate Sheet attached represents the initial rates to be charged by the City to its Residential and Commercial Customers for the Solid Waste Collection services described herein.

The City shall notify Contractor prior the next billing cycle of all Customer additions

or deletions so that billing will be accurate.

10.2 Adjustments to Rates.

(a) Changes in Collection Price. Compensation payable to Contractor for all solid waste services hereunder shall be adjusted upward or downward as follows:

CPI Adjustment: Beginning on July 1, 2023 and the rate shall be adjusted annually based on the percentage change in the Consumer Price Index between the month of July in the previous year and the month of July in the current year. Contractor will utilize the Consumer Price Index for the Urban Wage Earners and Clerical Workers (CPI-W), published by the United States Department of Labor, Department of Labor Statistics. This adjustment shall not exceed 3.5% upward or downward.

Fuel/Diesel Surcharge:

Fuel Surcharge: The Rates in attached Exhibit "A" shall be subject to a Fuel Surcharge based upon the Fuel Surcharge Calculator attached as Exhibit "D" on a monthly basis. The defined Base Line Fuel Cost (Diesel) is \$2.79 per gallon and Miles per Gallon baseline is 4 miles per gallon.

(b) Change in Law. The compensation shall be increased or decreased to offset the change in costs of Contractor as a result of direct increases or decreases in costs of operations resulting from changes in federal, state or local environmental or other law or regulation which changes affect operations on or after the date hereof concerning the receipt, handling, transportation, or disposal of solid waste pursuant to this Agreement. No change shall be allowed hereunder for increases due to increases in income taxes or increases already compensated for pursuant to 10.2(a).

(c) Change in Disposal Site. In the event the Franklin County transfer station is unable to accept Solid Waste from the City and the City designates a disposal site other than the choice of the Contractor, the Contractor shall be entitled to an equitable adjustment in rates to take into consideration distance, tipping fees, transportation costs, time and other relevant factors. Contractor shall provide City with supporting documentation for such adjustment and City shall respond to such claim within thirty (30) days of receipt of it.

d) Change in Disposal Cost The parties recognized that, from time to time, the actual Disposal Cost charged to Contractor for disposal of residential solid waste pursuant to this agreement can change. In the event such a change in Disposal Costs occurs, the collection rates shall be adjusted to compensate the Contractor for the actual change in Disposal Costs. Decreases in Disposal Cost shall be cause for a like dollar decrease

in collection rates. Adjustments to the per unit rate will be based on each resident generating 1.0 tons of Refuse per year. The density of commercial service shall be 100 lbs per cubic yard.

e) Contract Prices. The contract prices are contained in Exhibit "A" of this agreement and are subject to change only as provided herein.

Section 11. PRESENTATIONS AND WARRANTIES OF CONTRACTOR

Contractor makes the following representations and warranties:

11.1 Organization, Power and Authority. Contractor is a corporation duly organized and validly existing under the laws of the State of Florida, with full corporate power and authority to enter into this Agreement and perform its obligations hereunder.

11.2 Due Authorization: Binding Obligation. The execution, delivery and performance of this Agreement and all other agreements contemplated hereby and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Contractor. This Agreement has been duly executed and delivered by Contractor and is a valued and binding obligation of Contractor enforceable in accordance with its terms.

Section 12. DEFAULT

If the Contractor fails to collect the solid waste materials herein specified during a period in excess of five (5) consecutive, working days (Monday through Friday) or fails to operate in a satisfactory manner in accordance with this Contract, upon similar period, the City may declare Contractor in default and may move as follows and any action taken shall be deemed taken with the permission, authority and consent of Contractor and said permission is hereby irrevocably granted (provided such failure is not due to war insurrection, riot, act of God, strikes or any other causes beyond the Contractor's control): 1) if all consequences thereof are not corrected and eliminated within an additional two (2) days, the City shall make a claim against the Contractor's performance Bond and provide 10 days notice of termination of the this Agreement. The parties acknowledge that a failure to perform for this period of seven (7) consecutive days is a material default under the Contract resulting in termination. Termination pursuant to the terms of this Agreement shall not relieve the Contractor from paying any damages incurred by the City by reason of any breach of this Agreement or default by the Contractor, provided, however, that the Contractor shall in no event be liable for damages not caused by it.

The occurrence of any of the following, without limitation, shall constitute a default by the Contractor:

(a) Material failure to comply with any of the terms or conditions of any Contract with the City or any amendments thereto, except for noncompliance issues addressed through liquidated costs, as shown in **Exhibit B**, pursuant to this Agreement.

(b) The filing of a voluntary petition under Federal Bankruptcy Code for consenting to the appointment by a court of a receiver or trustee of all or a substantial portion of the property or business of the Contractor, or the making by the Contractor of any arrangements with or for the benefit of its creditors involving an assignment to a trustee, receiver, or similar fiduciary, regardless of how discounted, of all or a substantial portion of the Contractor's properties or business.

(c) Final adjudication of the Contractor as bankrupt after the filing of any involuntary petition under the Bankruptcy Code. No such adjudication is final unless and until the same is no longer being contested by the Contractor or until an order or adjudication can no longer be appealed.

(d) Material failure to comply with any local, state or federal environmental regulation pertaining to the collection of Solid Waste, Recyclables, Yard Waste, Bulky Waste or White Goods.

In the event of a default by the Contractor and failure to cure such default within thirty (30) days following receipt of written notice of such default from the City, the City, without further notice, shall have the right to declare such Contract, together with all the rights granted the Contractor thereunder, terminated. By terminating the Contract or by pursuing other remedies as set forth herein, the City shall not be deemed to have waived any rights to relief that it may otherwise have under applicable law.

12.1 Governing Law

All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof, the language of this Agreement shall be construed according to its fair meaning, not strictly for or against the City or Contractor. The singular shall include the plural; use of feminine, masculine, or neuter genders shall be deemed to include the genders not used. This Agreement shall be construed and governed by the laws of the State of Florida, any legal action related to this Contract must be brought in a court of appropriate jurisdiction in Franklin County, Florida and each party hereby consents to the transfer of venue to such county in any action not so filed.

Section 13. PERMITS AND LICENSES

Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect and shall obtain a license from the City of Apalachicola.

Section 14. INSURANCE REQUIREMENTS AND PERFORMANCE BOND

14.1 Certificate. During the life of this Agreement, Contractor shall procure and maintain insurance of the types and to the limits specified below. Contractor shall provide City with a certificate to insurance evidencing the required coverage and naming the City as

an additional insured on all but the Workers' Compensation coverage. Cancellation or modification of said insurance shall not be effected without third (30) days prior written notice to City. Contractor shall require each of its subcontractors to procure and maintain, until completion of that subcontractor's services, insurance of the types and to the limits specified below, unless the subcontractor's work is covered by the protection afforded by Contractor's insurance. It shall be the responsibility of Contractor to ensure that all its subcontractors comply with all of the insurance requirements contained herein relating to such subcontractors.

Except as otherwise stated, the amounts and type of insurance shall conform to the following minimum requirements and shall be as set forth in the attached Certificate of Liability Insurance of Contractor along with coverages required by this Agreement, if any.

14.2 Workers' Compensation. Contractor shall provide and maintain during the life of this Agreement, at his own expense, Workers' Compensation Insurance coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include employers' liability insurance with a limit of \$1,000,000 each accident.

14.3 Comprehensive General Liability. Contractor shall provide and maintain during the life of the Agreement, at his own expense Comprehensive General Liability and shall have City as additional insured. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy filed by the Insurance Services Office and must include:

Minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability, a general aggregate of \$2,000,000, and product liability of \$1,000,000.

Premises and/or operations.
Independent contractors.
Products and/or completed operations.

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

Minimum limits of \$100,000,000 per occurrence combined single limit for bodily injury liability and property damage liability and \$2,000,000 general aggregate.

Hired and non-owned vehicles.
Employer's non-ownership.

14.45 Environmental Liability Insurance.

\$1,000,000 limit per occurrence for property damage and personal injury, for clean up, disposal, and transportation of solid and hazardous materials. Coverage shall also extend to bodily injury and property damage resulting from or arising in any way from

solid and hazardous waste material.

14.46 All Coverage Provisions.

- (a) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City Contract Administrator.
- (b) If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this Contract, the same shall be deemed a material breach of Contract. City, at its sole option, may terminate this Contract and obtain damages from the Contractor resulting from said breach.
- (e) Alternatively, City may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to Contractor, City may deduct from sums due to Contractor any premium costs advanced by City for such insurance.

14.5 Contractor shall provide City with a performance bond in the amount of \$80,000.00. The form of the bonds shall be in accordance with Section 255.05, Florida Statutes.

(a) Within fifteen days following the signing of this Contract, Contractor must furnish the City and shall maintain during the term of this Contract, including any extensions thereof, the above referenced performance bond security to guarantee the faithful performance by the Contractor of the requirements of this Contract. Such bond shall be furnished and shall be issued in a form and by a surety acceptable to the City such acceptance to be determined at the sole discretion of the City.

(b) Such security may be issued for a period shorter than the term of the Contract, but no less than one year. If a bond is issued, it may be extended by continuation certificate executed by the Surety, at the option of the Surety for an additional annual term. Neither non-continuation by the Surety, nor failure, nor inability of the Contractor to file acceptable replacement security shall constitute a loss recoverable under the bond. Failure of the Contractor to furnish and maintain adequate security shall be considered a material default by the contractor, but not the surety.

(c) In the event of a default under this provision by the Contractor, the City, without terminating the Agreement and in addition to other equitable, legal, and contractual remedies available to it, may withhold further payment for services until such time as security meeting the requirements of this Section is delivered by the Contractor and accepted by the City.

Section 15. BOOKS AND RECORDS

City shall have the right upon reasonable notice to inspect and review Contractor's

books and records regarding Contractor's performance of services hereunder, City shall maintain such records in a confidential manner to the extent permitted by law.

Contractor shall maintain books, records, documents, time and cost accounts, and other evidence directly related to its provision or performance of Contracted Services. All time records and cost data shall be maintained in accordance with generally accepted accounting principles. The City shall have the right to perform audits of Contractor's records at City's expense, whenever the City deems it necessary.

Section 16. NOTICES

Notice sent certified mail return receipt requested to a party at its business address shall be sufficient notice whenever required for any purpose under the Agreement.

All notices required to be given pursuant to the terms of this agreement shall be given at the following address: Contractor: PO Box 964, Eastpoint, FL 32328; City: City of Apalachicola, City Hall, P.O. Box 10, Apalachicola, Florida 32320, No notice or change of address shall be effective unless such notice is in writing and sent to the other party at the address set forth herein; otherwise, notices to either party at the address herein stated shall constitute lawful notice under the provisions of this contract. All notices shall be sent by certified or registered mail, return receipt requested.

Section 17. SEVERABILITY

If any provisions of the Agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

Section 18. BANKRUPTCY

It is agreed that if the Contractor shall file a petition for bankruptcy or be adjudicated bankrupt, voluntarily or involuntarily, then this contract shall at the opinion of the City terminate effective on the date and at the time bankruptcy petition is filed, provided that the Contractor shall continue to be entitled to payment for any services rendered properly hereunder while not in default.

Section 19. LAWS AND REGULATION. COMPLIANCE

The Contractor shall abide by all existing applicable federal, state and municipal laws and regulations applicable to this contract and this contract shall be created and to be enforced by Franklin County, Florida, and any suit filed regarding this agreement shall be brought and maintained in Franklin County.

Section 20. HOLD HARMLESS AND IDENTIFICATION

Each of the parties to the agreement agreed that the City, its commissioners, officers, agents and employees shall not be liable to anyone for loss, damage, or injury to or sustained by persons on property or for environmental harm or mandated clean up

arising, occurring, or resulting from the exercise by Contractor of the right and privileges hereby granted or in the maintenance or operation by Contractor hereunder and Contractor's doing of any work or conducting any business herein authorized, and Contractor shall hold or save the City, its Commission, employees, or otherwise, jointly and severally harmless from and against any and all such loss, damage and injury sustained by them, or any of them, also any and all liability for loss, damage or injury sustained by persons or property or for environmental harm or mandated clean-up by reason of any act, omission, negligence of Contractor or any of the Contractor's agents or servants, or employees failure to comply with the laws of the State of Florida or any valid ordinance, rule or regulation relative to the subject matter hereof and by reason of Contractor's use of public thoroughfares of the City and for this purpose Contractor shall defend at Contractor's own cost and expense any claims that might be made or any suits that might be brought against the City, its Councilmen, officers, agents, employees, or otherwise, in connection therewith and shall pay all costs and expenses of such protection and defense, including reasonable attorney's fees, and all valid judgments or orders obtained in connection therewith.

Section 21. NONWAIVER

The failure of either party to object to any violation of any provision of this agreement or any default of a party shall not be construed as a waiver of such objection or forbid a party to insist upon compliance with the provisions of this agreement.

Section 22. ILLEGAL PROVISIONS

If any provision of the Agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected, but shall remain in full force and effect.

Section 23. ASSIGNMENT AND SUBLETTING

No assignment of this contract or any right occurring under this contract shall be made in whole or part by the Contractor without the express written consent of the City, which consent shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume the liability of the Contractor.

In the event that of such assignment Contractor shall cause its assignee to execute an Agreement of Acceptance, subject to the approval of City evidencing that such assignee accepts assignments subject to any and all the terms, conditions and limitations imposed hereby, and which, acceptance shall include an affirmative statement evidencing such assignee's intent to fulfill the obligations imposed upon Contractor and shall guarantee the performance of its assignee and such assignment shall always be with full recourse to Contractor.

A transfer of more than Fifty One (51%) of the issued or outstanding stock of Contractor shall constitute an assignment for the purpose of this section. Likewise, any transfer of the voting right attendant to Fifty One percent (51%) or more of the issued or outstanding stock of Contractor shall constitute an assignment for the purpose.

Section 24. MODIFICATION

This contract constitutes the entire agreement and understanding of the parties hereto and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year above first written.

DATED this _____ day of June 2022, by the City of Apalachicola, Florida

CITY OF APALACHICOLA, FLORIDA

By: _____
Brenda Ash, Mayor

Attest:

Deborah Guillotte, City Clerk

Approved as to form and correctness

Daniel W. Hartman, City Attorney

DATED this _____ day of June 2022, by Richards Freight/Seafood,
LLC d/b/a Waste One

Witnesses as to the execution on behalf of: WASTE ONE

Witness

By: _____
Print Name:
Its:

Witness

EXHIBIT A

Rate Code	Rate Description	Rate Code Type	Service
G10	GARBAGE	MULTIPLE FLAT ITEM RATE ONLY	GARBAGE
With Penalty Code P1			
Multiple Flat			
	<u>Description</u>	<u>Amount</u>	
	RES CAN	23.00	
	COMM CAN	35.50	
	10CT/4XWK	1,420.00	
	5 COMM CANS 2XWK	355.00	
	1 com 3xwk	106.50	
	1 com split 3 businesses	11.80 per business	
	2yd 1xwk	65.00	
	2yd 2xwk	144.00	
	4 yd 1xwk	144.00	
	4yd 2xwk	278.00	
	4yd 3xwk	432.00	
	6yd 1xwk	216.00	
	6yd 2xwk	432.00	
	6yd 3xwk	650.00	
	6YD 4xwk	860.00	
	6 YD 5xwk	1,080.00	
	8yd 1xwk	288.00	
	8yd 2xwk	575.00	
	8yd 3xwk	865.00	
	8yd 4xwk	1,150.00	
	COM CAN 2xwk	70.00	
	8YD 2xwk 4 businesses	144.00 per business	

EXHIBIT B

Performance Standard Violation	Liquidated Damages
Failure to complete a scheduled collection route within the timeframes set forth herein.	\$200 per route per Day.
Verified Missed collections as a percentage of services scheduled.	More than 1.0% = \$750.00 per month. 1.1% to 2% = \$1,500 per month. \$1,000 per month per each additional percent prorated.
Failure to immediately pick up materials spilled during collection within the timeframes set forth herein.	\$50 per occurrence.
Failure to promptly pick up waste spilled during hauling in City or outside City boundaries if City receives a complaint of such spill.	\$250 per occurrence.
Verified Failure to place Carts/Containers in accordance with the provisions herein after collection.	\$50 per occurrence.
Failure to follow up on missed collection provisions within the timeframe defined herein.	\$100 per occurrence.
Failure to pick up from any single address more than one (1) time in a given month or three (3) times in a six (6) month period when verified that Driver or Contractor is at fault.	\$75 per miss
Continued violation of traffic laws, ordinance or regulation during collection and hauling after written notice to correct from the City.	\$150 per occurrence.
Beginning any single collection route prior to agreed time or finishing after agreed time without the prior consent of the City.	\$100 per day.
Failure to clean vehicle or conveyances as provided for in this Contract.	\$100 per occurrence.
Failure or neglect to furnish within the provisions herein a replacement Cart/Container meeting the requirements of this Contract.	\$100 per Cart/Container not furnished.

Liquidated Damages Dispute Resolution

Written Notice. The City will provide written notice of any claimed damages assessment and the Contractor will then have three (3) Days to submit a written response detailing the basis for disputing the assessment. Failure to respond in writing constitutes acceptance of the assessment.

Resolution. The City Manager or Designee will then meet with the Contractor within seven (7) Days of the City's receipt of the written response and attempt to resolve the dispute. If the dispute is not resolved within seven (7) Days following the meeting, the Contractor and the City may submit the dispute for mediation to a mutually agreeable mediator. Responsibility for the costs of mediation shall be divided equally, unless otherwise mutually agreed, between the Contractor and the City. If the Parties are not able to resolve the dispute through mediation, then either Party, provided it first gives notice to the other Party within three (3) Days following the conclusion of the mediator's involvement, may take whatever further action(s) may be available at law, in equity, or under the Contract.

Levying of Liquidated Damages. Liquidated damages determined to be valid shall be deducted from the monthly payment due the Contractor from the City.

EXHIBIT C

192 Coach Wagoner Blvd, Apalachicola, FL 32328 (2 Cans)

Scipio Creek Marina (2 Cans)

Battery Park Marina (2 Cans)

Lafayette Park (1 Can)

Additional Facilities to be identified

- This commitment is limited to 15 regular garbage cans (96 gallon), a 6 yard and an 8 yard dumpster.

EXHIBIT D

Waste One's Plan to Distribute Equipment and Establish Service for the City of Apalachicola

Waste One looks forward to servicing the City of Apalachicola. Since there has been a very short notice on the time limits of getting equipment in place, Waste One has developed a plan where descriptions are provided for each tactic. Below is an explanation of each tactic on how Waste One will handle this transition.

Getting Commercial and Residential Cans out on time:

- The entire WASTE ONE team will spend multiple days (including weekends) placing cans out all throughout the city. Our plan is to rent U-HAUL trucks and use multiple trailers to distribute the cans in a timely manner (in advance of the 1st pick up date: July 4th, 2022) Waste One currently has a sufficient number of trash cans to do so. We also have an additional shipment of trash cans coming July 8th.

Commercial Dumpster Customers:

- Waste One carries 4 different sizes of Commercial dumpsters, all suitable to Apalachicola's waste needs. Waste One has a shipment of brand-new dumpsters

coming in July. Until the time Waste One receives those commercial dumpsters, Waste One will stage 20- and 30-yard construction dumpsters throughout the city, and empty those on a regular basis. When the additional cans to approximate the appropriate dumpster size arrive (Ship Date: July 8th, distribution to follow.) they then will be replaced with whichever size is fitting. (I.E; – a two-yard dumpster is equivalent to 4 trash cans.) Waste One will make sure to dump those trash cans as often as possible to ensure the proper service.

- Once the commercial dumpsters arrive, Waste One will place the appropriate size noted by the City's staff at each business.

Yard Debris and Collection:

- The city will be divided into four quadrants, each one will be picked up on one specified day of the week, to be later determined. Waste One has a “knuckle-boom” truck to collect yard waste and debris. The bulk collection truck will come to Apalachicola once a week – so one of each of the 4 quadrants will be serviced during the month. Waste One will provide the city with a record of the tipping fees from picking up the debris for reimbursement with no additional fees added. Maximum pile size is: 4' by 8'.

- Note: Waste One will not be moving or emptying any of Waste Pro's equipment.

Fuel Surcharge Calculator

What you need to know: Currently there's no rule, law, or regulation mandating a fuel surcharge.

- Small carriers with direct shipper freight contracts must incorporate a fuel surcharge.
- Good carriers will typically pass through 100% of the fuel surcharge to their leased-on owner-operators (OO). This allows the leased OO to offset the higher price of fuel.
 - **Make sure** your lease-agreement includes the 100% pass through.

A fuel surcharge is a separate, additional fee added above the current contract rate when the cost of fuel exceeds a defined level.

Key terms to understand:

- Average Miles Per Gallon (mpg) – The average fuel consumption for a loaded big rig today is about 6 mpg.
- Fuel Price Baseline – This is the fuel cost amount you used in figuring your cost of operation.
- Average Diesel Fuel Price – The U.S. Energy Information Administration (EIA) (<https://www.eia.gov/petroleum/gasdiesel/>) posts the average diesel price every Monday.

Today, carriers typically increase their fuel surcharge one penny for every 6 cent increase in diesel price above their established baseline.

- For example, if a carrier figures their cost of operation with a fuel price baseline of \$2.50, then they would incorporate a fuel surcharge whenever diesel prices rise above this figure.

FUEL SURCHARGE CALCULATOR	
Fuel Price Baseline	<input type="text"/>
Average Miles Per Gallon	<input type="text"/>
Average Diesel Fuel Price	<input type="text"/>
Calculate	
<hr/>	
Per Mile Surcharge Figure:	0
Clear My Results	

FUEL SURCHARGE PROCESS

BASE LINE FUEL COST: \$2.79

MILES PER GALLON: 4.00

TO CALCULATE THE FUEL SURCHARGE:

LOG INTO THE AAA GAS PRICES WEBSITE, SEE WHAT THE AVERAGE DIESEL PRICE ON THAT DAY IS

NEXT, GO TO THE OODA WEBSITE TO USE THEIR FUEL CALCULATOR.

ENTER DATA FROM ABOVE: BASE LINE, MPG AND WHAT THE AVERAGE DIESEL PRICE IS, THEN HIT CALCULATE. THAT WILL GIVE YOU THE PERCENTAGE.

YOU TIMES THAT PERCENTAGE BY THE NUMBER OF MILES TRAVELED (EACH MONDAY) AND WHICHEVER COMMERCIAL DAYS ARE TRAVELED.