



**Amended and Restated Contract for  
Solid Waste Collection, Disposal and Transportation Services**

**Between**

**The City of Deltona, Florida**

**And**

**Waste Pro of Florida, Inc.**

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**AMENDED AND RESTATED CONTRACT FOR SOLID WASTE COLLECTION,  
DISPOSAL, AND TRANSPORTATION SERVICES 2025-2032**

This Amended and Restated Agreement for Solid Waste Collection, (“Contract”) is made as of 10/1/2025, (the “Effective Date”) between the City of Deltona, Florida, a Florida municipal corporation, with its principal place of business located at 2345 Providence Boulevard, Deltona, Florida 32725 (the “City”) and Waste Pro of Florida, Inc., a Florida profit corporation, with its principal place of business located at 2101 W SR 434, 3rd Floor, Longwood, Florida 32779 (the “Contractor”) with each being referred to herein as a Party or collectively as the “Parties.”

**WHEREAS**, the City and Contractor entered into the Contract for Solid Waste Collection, Disposal and Transportation Services on July 23, 2018 (the “2018 Contract”); and

**WHEREAS**, the City and Contractor executed Amendment I to the Contract for Solid Waste Services on October 1, 2019 (the “First Amendment”); and

**WHEREAS**, the City and Contractor desires to extend the term of the initial contract and have agreed to the following contract modifications; and

**WHEREAS**, it is the intent of the Parties for this Contract to amend, restate, and replace in its entirety the Contract as amended by the First Amendment.

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**SECTION 1 – DEFINITIONS AND TERMS**

**A. DEFINITIONS.** For this article the following terms, phrases, words and their derivation shall have the meaning given therein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include singular number, and words in the singular number include the plural number. Other terms not defined herein shall be defined consistent with applicable federal, state, or local law; or in the absence of such applicable laws and regulation, they shall be given their customary meaning.

- (1) **APPROVED LANDFILL** for residential solid waste shall mean the Volusia County landfill or any other FDEP approved landfill recognized by the City for Contractor’s use in disposing of collected solid waste pursuant to this Contract. For commercial solid waste, approved landfill shall mean any FDEP approved landfill.
- (2) **BIOLOGICAL WASTE** shall mean waste that causes or has the capability of causing disease or infection including biomedical waste, diseased or dead animals, and other wastes capable of transmitting pathogens to human beings or animals.
- (3) **BIOMEDICAL WASTE** shall mean any solid or liquid waste which may present a threat of infection to human beings, including non-liquid human tissues and body parts; laboratory and veterinary waste which contain human-disease causing agents; discarded disposable sharps; human blood, human blood products and body fluids; and any other materials which have been determined by federal, state, or local regulatory agencies to present a significant risk of infection to persons outside the generating facility.
- (4) **BULK WASTE** shall mean large discarded items of trash such as furniture, pallets, mattresses, bed springs, cabinetry, and carpeting, which due to its size, shape, or weight, cannot be readily placed for collection in the standard waste container provided by the Contractor pursuant to this Contract. Bulk waste also includes White Goods as defined

herein. The term excludes any items of yard trash, construction and demolition debris, and vehicle and boat engines, tires, and exterior vehicle body parts.

- (5) **CITY** shall mean the City of Deltona, Florida an incorporated Florida municipality governed by a Charter granted by the State of Florida, and by a Mayor and City Commission. The City shall also mean the area within the municipal boundaries of the incorporated area of the City of Deltona, Florida.
- (6) **CITY MANAGER** shall mean the City's City Manager or designee responsible for the management of the solid waste contract operations.
- (7) **COMMERCIAL ESTABLISHMENT** shall mean a real property properly zoned and used for a legal commercial or industrial use(s), or used by an entity exempt from taxation under the federal Internal Revenue Code, and excludes any property zoned or used for single-family residential use.
- (8) **COMMERCIAL CUSTOMER** shall mean a customer of the Contractor creating solid waste other than a residential customer which is required to obtain a business tax receipt from the City of Deltona, as well as certain multifamily establishments
- (9) **COMMERCIAL REFUSE** shall mean refuse collected by the Contractor from any commercial customer.
- (10) **CONSTRUCTION AND DEMOLITION DEBRIS** shall mean discarded materials generally considered to be non-water soluble and non-hazardous in nature, including, but not limited to steel, glass, brick, concrete, roofing materials, pipe, gypsum wallboard, and lumber, which is derived from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and also including rocks, soils, shrubs, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site.

Mixing of construction and demolition debris with other types of solid waste may cause it to be classified as other than construction and demolition debris. The term also includes:

- (i) Clean cardboard, paper, plastic, wood, and metal scraps from a construction project.
  - (ii) Except as otherwise provided in 403.707, Florida Statutes, it includes unpainted, non-treated wood scraps from facilities manufacturing materials used for construction of structures or their components and unpainted, non-treated wood pallets provided the wood scraps and pallets are separated from other solid waste where generated and the generator of such wood scraps or pallets implements reasonable practices of the generating industry to minimize the commingling of wood scraps or pallets with other solid waste, and
  - (iii) De minimis amounts of other nonhazardous wastes that are generated at construction or destruction projects provided such amounts are consistent with best management practices of the industry.
- (11) **CONTRACT YEAR** shall mean a 365-day period beginning on the Effective Date, and thereafter on the anniversary of the Effective Date. The Contract Year may be referred to with an ordinal number based on when the Contract Year begins. For example, the

“first” Contract Year is the Contract Year beginning on the Effective Date, and the “Second” Contract Year is effective on the first anniversary of the Effective Date.

- (12) **CONTRACTOR** shall mean Waste Pro of Florida, Inc., a Florida for profit corporation.
- (13) **CURBSIDE** shall mean the area immediately adjacent to the edge of the traveled portion of a public or private street affording reasonable access to waste collection vehicles. Typically, this area is the parkway, swale or lawn area in between the roadway and sidewalk. For properties without such parkways, swales or lawn areas, curbside shall mean on the customer’s property within five feet from the actual roadway.
- (14) **DUPLEX** shall mean a residential building containing two single-family living units.
- (15) **DWELLING** shall mean any premises used primarily for human habitation, except accommodation units.
- (16) **EXCESSIVE BULK WASTE** shall mean any non-containerized bulk waste from a commercial customer or a mechanical-container serviced multifamily customer, and bulk waste that exceeds six (6) cubic yards per week from a residential customer normally serviced by a residential cart (“toter”) or other curbside pickup container(s).
- (17) **EXCLUDED WASTE** shall mean (i) biological waste, (ii) biomedical waste; (iii) hazardous waste; (iii) debris and waste products generated by land clearing, building construction, demolition or alteration activities (other than home owner or occupant “do-it-yourself” projects) and hauled away by the respective Contractor, public works-type construction projects whether performed by a governmental unit or by contract, or governmental agencies other than the City; (iv) items not permitted to be deposited at the County landfill or other approved landfill or transfer station; and (v) any other materials or substances deemed by the City to be unacceptable and therefore excluded. The term includes yard waste produced by landscape maintenance contractors which shall be hauled away by same, and tree removal debris. (vi) Trash and household garbage generated by move out or eviction of rental or foreclosed units or which cause Excessive Bulk Waste. Disputes as to the classification of this excluded waste will be solely determined by the City Public Works Director.
- (18) **FRANCHISE FEE** shall mean the fee paid by the Contractor for the exclusive right to provide Commercial Collection Services in the City, and for the other rights and benefits provided to the Contractor under this Contract.
- (19) **GARBAGE** shall mean every accumulation of animal, fruit, or vegetable matter relating to the storage, preparation, use, and consumption of meats, fish, fowl, fruit, vegetables, and any other matter, of any nature whatsoever which is subject to decay, putrefaction and the generation of noxious and offensive gasses or odors, or which, during and after decay, may serve as breeding or feeding material for flies or other germ carrying insects. The term includes bottles, cans, or other food containers which due to their ability to retain fluid may serve as a breeding place for mosquitoes or other water breeding insects. The term also includes animal feces.
- (20) **HAZARDOUS WASTE** shall mean solid waste or combination of solid wastes which, because of quantity, concentration, or physical, chemical, or infectious characteristics, may pose a substantial hazard to human health or the environment if improperly stored, treated, disposed of, transported, or otherwise managed, and includes any waste defined as hazardous as provided in 40 CFR 261.3, as amended from time to time.
- (21) **MECHANICAL CONTAINER** is a general term meaning any acceptable container for the deposit of garbage, trash, or recyclables that can be emptied by mechanical means.

- (22) **MUNICIPAL BOUNDARIES** shall mean the incorporated limits of the City, as they now or hereafter may exist.
- (23) **MULTIFAMILY BUILDING** shall mean a building or a portion of a building, regardless of type of ownership, containing more than one dwelling unit designed for occupancy by a single family, which dwelling units are not customarily offered for rent for one day, and shall include but shall not be limited to apartments, townhouses, cooperatives, and condominiums.
- (24) **MULTIFAMILY RESIDENTIAL COMPLEX** shall mean a real property containing more than one multifamily residential building or a group of such buildings.
- (25) **NEIGHBORING COMMUNITY** shall mean a municipality within Volusia or Flagler County.
- (26) **OVERLOADED CONTAINER** shall mean a residential cart, mechanical front-load container, or roll-off container that is overweight or loaded with waste material for disposal beyond its capacity. A container will be considered “beyond capacity” when: (a) its lid cannot close; or (b) when 10 inches or more of waste is visible from the top of the entire container; or (c) when 20 inches or more of waste is visible on any one side of the container; or
- (27) **PRIMARY COLLECTION VEHICLE** shall mean a vehicle typically used by Contractor for regularly-scheduled solid waste route collections.
- (28) **RECOVERED MATERIALS** shall mean metal, paper, cardboard, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the solid waste stream for sale, use, or reuse as raw materials, if the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered materials as described above are not solid waste.
- (29) **REFUSE** shall mean all garbage and trash, other than excluded waste.
- (30) **RESIDENTIAL CART or Toter** shall mean a mechanical container for garbage, trash, or other non-hazardous waste material provided to a residential customer by the Contractor which is not larger than a container volume of 96 gallons or .5 cubic yards.
- (31) **RESIDENTIAL CUSTOMER** shall mean a City solid waste customer receiving collection service for single-family premises, a duplex, a triplex, or a multifamily residential complex, regardless of the type of container provided except for customers receiving service with front load commercial (FEL) and roll-off (RO) containers.
- (32) **SPECIAL WASTES** shall mean solid wastes that may require special handling and management, including tires, used oil, lead-acid batteries, construction and demolition debris, ash residue, yard waste, biological wastes, biomedical wastes, and hazardous wastes.
- (33) **TRASH** is a general term to collectively describe commercial trash, household trash, and yard waste, defined as follows:
- (i) Commercial trash shall mean any and all accumulations of refuse material generated by the operation of buildings containing four (4) or more permanent living units, motels, stores, offices, and other business places, including discarded paper, rags, excelsior, wood or paper or cardboard boxes or containers, sweepings, furniture, appliances, car parts, tires, and any other accumulations; and all waste placed in public receptacles on public streets, parks, playgrounds, and other public places. If a multifamily residential building or complex is being serviced with a mechanically emptied container, also called a “dumpster,” that establishment will be treated as a

commercial unit. If a multifamily residential building of less than four (4) units is serviced by residential carts, they will be treated as separate residential units.

(ii) Household trash shall mean all accumulations of refuse material from the operation of a residential unit which is not garbage, including all bulk wastes, yard toys, and construction waste from residential do-it-yourself projects.

(iii) Yard waste shall mean all accumulations of refuse consisting of grass, palm fronds, leaves, branches, shrubs, vines, cut trees, tree stumps, and other similar items generated by the maintenance of lawns, shrubs, gardens, and trees. The term excludes boards or lumber.

(34) **TRIPLEX** shall mean a residential building containing three single-family dwelling units.

(35) **WHITE GOODS** shall mean domestic household appliances, including but not limited to washers, dryers, refrigerators, freezers, dishwashers, heaters, ranges, water heaters, water softener, etc. All white goods must have any and all chlorofluorocarbons (CFCs) and hydrochlorofluorocarbons (HCFCs) removed prior to collection. Refrigerators and freezers must have all doors removed for collection or in the alternative, secured in a manner not accessible to children.

**B. CUSTOMER CLASSIFICATIONS.** Customers may be classified in this Contract as residential or commercial. Customers may also be classified in this Contract as toter-serviced customers or mechanical container-serviced customers. These two types of customer classifications are not mutually exclusive.

## **SECTION 2 - TERM OF CONTRACT; OPTION TO RENEW**

**A. TERM; AND EFFECTIVE DATE.** The term of this Contract is SEVEN (7) YEARS commencing October 1, 2025 (the "Effective Date"), and ending September 30, 2032, unless earlier terminated in accordance with the provisions of this Contract.

**B. RENEWAL.** The Parties may renew this Contract by mutual consent for additional seven-year terms, subject to all existing contract provisions, or subject to such modifications as the Parties may agree to in writing. No such renewal will be effective unless an amendment setting forth all terms and conditions has been executed by both Parties and approved by the Deltona City Commission.

## **SECTION 3 - SCOPE OF WORK; EXCLUSIVE RIGHTS**

**A. GENERAL DESCRIPTION AND EXCLUSIVE RIGHTS.** Commencing on the Effective Date, and continuing throughout the term of this Contract, Contractor shall provide all refuse collection, transportation, and disposal services, as further described below within the municipal boundaries. Contractor will provide such services to all the City solid waste residential and commercial customers.

**B. RESPONSIBILITY FOR PAYMENT OF ALL COSTS.** Contractor is responsible for all costs associated with the services required herein except for residential disposal costs (tipping fees). Contractor responsibility includes provision of labor, vehicles and other equipment, machinery, supplies, insurance, bonds, permits, licenses, taxes, and interest,

except where specifically provided otherwise herein. City will pay residential disposal costs directly.

**C. GENERAL CONTRACTOR REQUIREMENTS.** In providing the services herein, Contractor will comply with the following general requirements in addition to those described in the enumerated Sections below:

(1) Contractor will perform the services described herein in an efficient, sanitary, timely, and thorough manner.

(2) Contractor will not litter or cause any spillage (including waste streams, hydraulic fluid, oil, fuel, or otherwise) in providing the services. Upon being notified of littering or spillage, Contractor will provide immediate cleanup. If the resident has loose un-bagged waste within the toter cart or garbage container and causes the waste to be scattered the Contractor will make every reasonable effort to pick-up and clean the area. If there are repeated occurrences the Contractor shall report same to the City's consultant so that an acceptable solution or enforcement action can be taken.

(3) Contractor will comply with all applicable federal, state, and local laws, and obtain and comply with all permits and licenses required by law.

(4) Consistent with Section 11 below, Contractor will provide a sufficient number and quality of vehicles and other equipment, and employ a sufficiently trained work force consisting of enough workers, to enable Contractor to perform the services in compliance with all requirements.

(5) Contractor will operate Contractor's vehicles in a manner that maximizes safety and minimizes interference with vehicular and pedestrian traffic. Contractor will not suffer or permit vehicles in service to be unattended while on the streets. The City reserves the right to deny Contractor's vehicles access to certain roadways or alleys where, because of road conditions or other circumstances, denial of such access is in the public interest.

(6) In providing collection services, the Contractor will not be responsible for scattered refuse except where refuse has been scattered by Contractor's acts; in which case, Contractor will immediately pick up all such scattered refuse. See B (2) above for further clarification.

(7) Contractor's employees will not be required to expose themselves to the danger of being bitten by vicious dogs or other animals to accomplish refuse collection in any case where the owner or tenants have such animals at large. In such event the Contractor shall immediately notify the customer and the City, in writing, of such conditions and of his inability to make collection because of such conditions.

(8) Contractor will submit to the City a monthly report, no later than the 15TH of each month, for the previous month, regarding the following:

(a) Trash, Garbage, yard waste tonnage by route.

(b) Total used tire tonnage from all routes combined.

(c) Commercial toter collection report listing customer names in alphabetical order,

- including service address, container size, days of collection, and truck or route number.
- (d) Commercial front load dumpster report listing customers in alphabetical order, including service address, dumpster size, days of collection, truck or route number, and amount of commercial gross billing for each customer.
  - (e) Compactor reports as directed by the City listing customer names, service address, size of container, date pulled, and number of pulls per month.

(9) In order that the City may be informed of the quality of service, the Contractor agrees to maintain an on-line, web-based electronic tracking system for and with the City to record and retain records of all service requests, compliments, complaints and resolution of said complaints or inquiries of service for inspection by the City. The Contractor will provide the City and all residential customers with access to the Electronic Tracking System to request a service or report a complaint and review status of the same. The City may provide a public link to the System from the City's web site. Contractor agrees the City will deduct the monthly cost of the online tracking system in an amount not to exceed \$400.00 monthly, subject to an annual increase tied to the Consumer Price Index for All Urban Consumers, from the payment due the contractor from the City. The Contractor agrees it must input a resolution for each case entered into the tracking system prior to closing any such case. In the event that any case is not satisfactorily closed within 3 days, the same shall be reported by the Contractor to the City's Representative.

**D. EXCLUSIVE RIGHTS.** While this Contract is in effect, in consideration of the scope of services to be provided by Contractor, and subject to compliance with all conditions of this Contract, Contractor will have the sole and exclusive right to collect all residential and commercial refuse, trash within the municipal boundaries, subject to the following exceptions:

- (1) Excluded waste and post-disaster debris may be collected and disposed of by the City or another contractor selected by the City.
- (2) Recovered materials at commercial establishments – as provided in Section 403.7046(3), Florida Statutes, the City may not require commercial establishments generating source-separated recovered materials to use the City's solid waste service for collection and conveyance of such materials.
- (3) The City reserves the right to collect refuse during its street maintenance and other City functions and pursuant to City ordinances.
- (4) Any other exemptions required by federal, state, or local law.

#### **SECTION 4 - REFUSE COLLECTION AND DISPOSAL**

**A. RESIDENTIAL COLLECTIONS.** Except for certain multifamily residential complexes, all residential customers will receive regularly scheduled trash and garbage collection services using commercially manufactured trash and garbage cans, or residential cart which hold 96 gallons or 64 gallons depending on the size provided.

One residential cart will be furnished by the Contractor to each residential unit at the start of the contract except for those residents who are currently in possession of a residential cart previously provided.

The Contractor will be required to replace all current carts which are determined to be unusable at no charge to either the City or the customer. The Contractor will be required to repair or replace carts without lids or wheels or cracked side(s) or bodies at any time during the contract period upon request from the customer. If there is a request to replace a stolen cart, the Contractor will have the authority to charge either the City or the customer for such replacement at the Contractors cost plus fifteen percent (15%) with a ten dollar (\$10.00) delivery fee.

The Contractor acknowledges that certain residential units generate enough refuse to require a second residential cart. If a customer currently has two (2) carts then the customer may keep the 2<sup>nd</sup> cart. The contractor will only provide a 2<sup>nd</sup> cart to a customer upon demonstration of a recurring need for such residential cart.

All garbage must be contained in plastic bags and tied and may not be loose in the container. Each regular residential cart cannot weigh more than one hundred pounds (100lbs).

Residents may use commercially manufactured metal or heavy-duty plastic trash and garbage containers that meet the criteria established herein, with garbage being placed in plastic bags within such container(s). The container must have two (2) handles and a tight-fitting lid. These containers shall not weigh more than fifty (50) pounds each when placed for collection.

The Contractor will use rear loading type collection vehicles with one (1) driver and one (1) helper on each truck to facilitate a more complete garbage pick-up. Collection Services will be provided as follows:

(1) **Scheduled Refuse Collection.** Contractor will provide scheduled refuse collections for all City residential customers in accordance with the following schedule:

(a) **WHEN AND WHERE:** Once per week, on a scheduled weekday (Monday to Friday) between the hours of 6:00 a.m. and 8:00 p.m.

The City may require the contractor to temporarily modify the collection routes from time to time with proper notice to the contractor which will be no less than ten (10) days. Residents are required to place the refuse containers at curbside or within five feet (5') of the edge of the roadway after 6:00 P.M. the night before scheduled collection. Residents are further required to remove and store all refuse containers the evening of the scheduled collection day no later than 9:00 P.M.

(b) **QUANTITY AND KIND:** The Contractor will collect all refuse left for collection subject to the following exceptions, which are further addressed in the Special Collections Subsection below:

(i) **Litter:** Contractor is encouraged, but shall not be required to collect litter from public rights of way as defined in Chapter 50 of the City Code.

(ii) **Excluded Waste:** This Contract does not cover or require the Contractor to provide for collection of any excluded waste.

(iii) **Bulk Waste.** Contractor will be responsible for the collection of residential bulk and yard waste, as described herein. Contractor will remove

up to six (6) cubic yards of bulk and yard waste items per weekly collection cycle per residential unit. The contractor will remove all such waste items that have been placed at the curb or within five feet (5') of the edge of the roadway for refuse collection. However, if it is determined by the contractor and the city that due to the weight, size, quantity, or type of material, that the Contractor may not be able to readily remove such waste items without additional equipment the pile may be deemed Excessive Bulk Waste as defined herein and will not be collected, without additional charges to the residential customer. The Contractor shall, following identification of excessive bulk waste, leave written tag notification at the residence or on the non-collected bulk waste pile and it shall be the responsibility of the resident to order a special pick-up. The Contractor shall collect all bulk waste on a scheduled day no later than 7 P.M. following the resident's notification to Contractor of request for a Special Collection as defined in Section 4.I, with pricing as outlined in Exhibit E, or as directed by the City's code enforcement office to make such collection including Saturdays, and remove the bulky waste items. Contractor shall immediately log and report all such incidents through use of the Electronic Tracking System referenced in Section 3.B (9). Contractor will also submit a daily report of Excessive Bulk Waste tags to the City and RCG via email. See definition of Bulk Waste which does not include move-out piles as identified by both the City and the Contractor. Those situations will be dealt with pursuant to the City's Abatement process. If a resident does not contact Contractor to arrange for Special Collection removal of excessive bulky waste within 72 hours, the City may designate the pile to be handled via its abatement process, as addressed in Exhibit G.

**(iv) Tires:** Contractor shall collect and dispose of passenger type automobile tires generated by residential customers, at no additional charge, in accordance with state and federal disposal requirements; provided, however, that Contractor may impose an additional charge, with prior approval of the City and prior notice to the customer, if the residential customer exceeds an annual maximum of eight passenger tires. Certain oversized truck tires and heavy equipment and off-road tires shall be specifically prohibited from required collection. Oversized tires are defined by the Volusia County tire recycling contract as 11R 25.5 or larger, as determined by the director of the Volusia County landfill.

If a resident places oversize tires as defined above the contractor shall tag such tires with a copy to the resident additional collection fees will apply. The Contractor will be required to place such incidents into the electronic tracking system along with a copy of the tagged notice supplied to the City.

**(c) WHERE:** Collection will be made curbside, except for certain disabled customers who have been approved by the City for alternate collection location as follows: Disabled residential customers may file a written request with the City to arrange for a more convenient collection location, using forms provided by the City. The request must include (i) a signed statement that no one is residing at the home who is physically able to take the refuse curbside, and (ii) a physician's statement verifying that the customer is physically unable to take the refuse curbside. Upon approval of the request the City will provide notice to the Contractor that alternate

collection is required, including the collection location. Thereafter, the Contractor will provide collection at the alternate location designated, such as the back door, garage entrance, or side yard. In such instance Contractor will only be required to collect bulky waste and yard waste if left at the required curbside location. This special collection location will be applicable for garbage only.

**(d) HOW:** The Contractor shall make collections with a minimum of noise and disturbance to the residents. Garbage receptacles shall be handled carefully by the Contractor and shall be thoroughly emptied and left in an upright position, turned so that wheels face oncoming traffic, with the lids in place in the location where they are found; however, under no circumstances will Contractor leave containers within the travel lane. Refuse may be transferred from containers into tubs, cans, hampers, or other containers used by the Contractor in carrying refuse to collection trucks. This work shall be done in a sanitary manner. Any items of special waste not collected by the Contractor will require the Contractor to place a Contractor provided notice on the container stating the reason(s) such items were not collected. On the same day, the Contractor will be required to deliver to the City a copy of such notice(s) which will also include the address. The Contractor may submit a copy of the notices to the City electronically through the web based tracking system or by scanning and emailing the notices to the City the same day. This notification will also be acceptable via a web based tracking system.

**(2) Scheduled Yard Waste Collection.** Contractor will make a collection for yard trash as follows:

**(a) WHEN:** Once per week between 6:00 am and 8:00 pm. The collection day will not be on a regular garbage collection day. The City may temporarily modify the collection routes from time to time with proper notice to the contractor which will be no less than ten (10) days.

**(b) QUANTITY:** The Contractor will collect all yard waste left for collection which is properly prepared in bags, bundled and tied. except for excessive yard waste. Palm fronds may be laid "as is" at the curb or within five feet (5') of the edge of the road way. The Contractor will be required to collect all properly prepared yard waste up to fifteen (15) bags or bundles. Bundles may not exceed five feet (5') in length and bundles and bags must weigh fifty pounds (50 lbs.) or less. For purposes herein, "excessive yard waste" shall mean (1) large items such as tree limbs that exceed five feet in length or six inches in diameter, or that weigh more than 50 pounds; exceeds fifteen (15) bundles/bags; bundles that exceed five feet (5') in length (2) grass cuttings, leaves, or pine needles that are not containerized, bagged, or bundled for easy handling; and (3) yard trash from land clearing operations or preparation for construction or removal of trees or tree trimming by landscaping contractor or tree surgeon.

Contractor will not be required to pick up excessive yard waste. When Contractor determines there is excessive waste, Contractor will be required to leave a written notice for the customer stating reasons why the excessive waste was not collected and submit a signed and dated ticket to the customer and a signed and dated tickets to the City and RCG via email and attach thereto a photograph of the excessive waste not taken by Contractor. Resident may arrange for a Special Collection of excessive yard waste subject to pricing in Exhibit E.

The City Manager will mediate in the event of a dispute between Contractor and the customer regarding the existence of excessive yard waste or the amount of the special collection charge. If the City Manager determines that the yard waste is not excessive, Contractor will remove the excessive yard waste no later than close of business the day following identification/ notification by the City to proceed including Saturday's. If the City Manager determines that the yard waste is excessive, Contractor shall not be required to collect the yard waste. However, Contractor may collect the yard waste as a Special Collection Service, set forth in Section 4..I., below.

(c) **WHERE:** Curbside or within five (5) feet of the edge of the roadway.

(d) **HOW:** The Contractor shall make collections with a rear load type collection vehicle with one driver and one helper. The Contractor shall make collections with a minimum amount of noise and disturbance to the household. Reusable containers shall be handled carefully and shall be thoroughly emptied and left in an inverted position (not lying on its side) where they were found. Bags of garden and yard trash shall be collected and any spillage picked up immediately by the Contractor. Yard waste must be properly prepared in bags or bundled and tied -it may also be placed in the “toter” so it can be easily dumped. Loose piles of garden and yard trash will not be allowed. If there is scattered yard waste on the roadway due to such occurrence of a broken bag etc. during the collection process the Contractor will be responsible for the immediate cleanup at the site. If the resident does not prepare the yard waste properly for collection then the Contractor will not be required or responsible for such cleanup of the area. Upon this occurrence it will be the sole responsibility of the resident to clean up the area.

Two “Claw” trucks will be available if needed at all times during normal collection hours to service the City to meet the contract requirements. However, if the City determines a need to increase manpower and equipment to successfully collect the waste the \_City Manager or his/her designee has the right to request and require the Contractor to increase the use of additional manpower and equipment to complete the collection process in an acceptable manner.

**(3) Special Collection Provisions for Certain Multifamily Residential Complexes.** This Section four (4) applies to multifamily residential customers who are mechanical container-serviced customers. In addition, the City may require other multifamily residential complexes to use such containers, either upon their request or upon the City’s own initiative.

(a) Refuse collection will generally conform to the requirements provided for scheduled refuse collections in Section 4.A.F(1) and Section 4.F.(2) above, except that:

(i) Containers will be located and collection will be made from the location agreed upon by the Contractor and the customer, and in the absence of such agreement, in the location designated by the City; provided that the City may require a different location to eliminate, prevent, or reduce odor, overflow, or spillage, or based on other aesthetic, public health, or safety concerns.

(ii) The Contractor will return container(s) to the enclosure, closing the container lids, doors and the screened enclosure doors or gates. The Contractor must properly spray the container(s) as directed by the City with a sanitizing spray from the collection vehicle.

(iii) Residential yard waste and bulky waste collection provisions do not apply to multifamily residential complexes that are serviced by a mechanically emptied container, regardless of the number of residential units. No yard waste or non-containerized bulky waste will be collected from these customers as part of the weekly collection program. Contractor may collect non-containerized bulky waste as a Special Collection, subject to pricing addressed in Exhibit E.

(iv) The Contractor will immediately notify the City through use of an Electronic Tracking System referenced in Section 3.B.(9) if the Contractor observes unsanitary conditions such as continually overflowing containers or otherwise inappropriately placed materials while making collections. In these cases, the customer will be subject to overflow charges as outlined in Exhibit E for overloaded containers as defined herein.

(b) A multifamily residential complex using a mechanically-emptied container will be treated as a commercial customer for purposes of determining the City's payments to Contractor in Section 7, below.

(i). All temporary and permanent roll off will be exclusive to the City's contractor unless the commercial establishment, management or property owner can provide evidence the type of debris being collected and hauled is being recycled one hundred percent (100%).

(ii) All roll off customers must be serviced in a timely manner. Each temporary roll off customer must be serviced the same day as the service is requested to be performed so long as a forty eight (48) hour period of notification from the customer to the Contractor.

(iii) The Contractor is required to place each request for service by a customer into the electronic tracking system or an alternative reporting system used by the contractor and approved by the City, immediately upon receipt of request for the City to have access and notification of each incident. Service shall mean all requests or complaints for service such as delivery or collection.

(c) **QUANTITY AND KIND:** Contractor will collect all refuse left for collection, except for the following, which are further addressed in Special Collections, Section 4.E.I below:

(i) **Bulky Waste:** Contractor is not required to collect non-containerized bulky waste. Contractor will tag non-containerized bulky waste and enter tags into the Electronic Tracking System referenced in Section 3.B (9). Commercial customers may request non-containerized bulky waste be picked up as a Special Collection, as defined in Section 4.E I and priced in Exhibit E.

- (ii) **Excluded Waste:** This Contract does not cover or require the Contractor to provide for collection of excluded waste.

## **B. COMMERCIAL COLLECTIONS**

(1) **Scheduled Refuse Collection.** Contractor shall provide refuse collection for all commercial customers in accordance with the following terms and conditions:

(a) **WHEN:** Scheduled collections will be made a minimum of twice per week for food establishment businesses and a minimum of once per week for all others between the hours of 6:00 a.m. and 8:00 p.m., Monday through Saturday for each commercial property.

In addition:

(i) The Contractor agrees all commercial customer calls will be dealt with directly by the Contractor for all request of services including but not limited to: additional collections, new service implementation, relocation of a container, maintenance of an existing container and all other matters which deals with commercial customer services

(ii) The City Manager, on his or her own initiative or in response to the customer's request, may require the Contractor to provide additional scheduled collections for any commercial customer in order to protect public health.

(iii) All permanent and temporary roll off will be exclusive to the City's contractor. All roll off customers must be serviced in a timely manner. Each roll off customer must be serviced the same day as the service is requested to be performed so long as a forty eight (48) hour period of notification from the customer to the Contractor. The City and the Contractor is required to place each request for service by a customer into the electronic tracking system immediately upon receipt of request in order for the City to have access and notification of each incident. Service shall mean any and all request or complaint for service such as delivery or collection.

(b) **QUANTITY AND KIND:** Contractor will collect all refuse left for collection, except for the following, which are further addressed in Special Collections, Section 4.E.I below:

(i) **Bulky Waste:** Contractor is not required to collect non-containerized commercial bulky waste. Contractor will tag non-containerized bulky waste and enter tags into the Electronic Tracking System referenced in Section 3.B (9). Commercial customers may request non-containerized bulky waste be picked up as a Special Collection, as defined in Section 4.E I and priced in Exhibit E.

(iii) **Construction and demolition debris:** This Contract requires Contractor to provide collection of construction and demolition debris generated by or on behalf

of a commercial customer, subject to pricing in Exhibit E.

(c) **WHERE:** The commercial customer will accumulate refuse in locations that are mutually agreed upon by the customer and the Contractor and convenient for collection by the Contractor. In the absence of a mutual agreement, or whenever determined necessary in order to eliminate, prevent, or reduce odor, overflow, or spillage, the City will determine the location.

(d) **HOW:** The Contractor shall make collections with as little disturbance as possible to business and commercial establishments. This work shall be done in a sanitary manner and any refuse spilled by the collector shall be picked up immediately by the Contractor's employees. The Contractor shall be responsible for returning the container to the enclosure, closing the container lids, doors and the screened enclosure doors or gates.

If a mechanical container is used and the commercial establishment has placed garbage or food waste or other waste as defined as garbage which is subject to decay, putrefaction and the generations of noxious and offensive gases or odors within the container the Contractor must properly spray the container each time it is collected or as directed by the City with a sanitizing spray from the collection vehicle. If dry waste such as paper products or other dry waste products are within the container then the contractor will not be required to spray the mechanical container each time it is collected. The City reserves the right to required the contractor to spray any container which may be creating offensive odor. It shall be the responsibility of the collection vehicle driver to immediately radio in any damage caused by his operation to the enclosure or gates thereto to the Contractor's dispatcher who will arrange for repairs at the Contractor's expense and immediately notify the City.

The Contractor will notify the \_City if the Contractor observes unsanitary conditions such as continually overflowing containers or otherwise inappropriately placed materials while making collections. For overloaded containers as defined herein, customers will be subject to overflow charges as outlined in Exhibit E. Contractor will not collect commercial waste accumulated outside of the collection container. Contractor will treat this waste as commercial bulky waste, tag it with a non-collection notice, and submit a copy of the tag and a photograph of the waste via the Electronic Tracking System. The commercial customer may contact the Contractor to arrange for this waste to be picked up as a Special Collection, subject to pricing in Exhibit E. If the customer does not arrange a Special Collection, the City may designate the waste to be collected under its abatement process, and the Contractor will bill the City as specified in Exhibit E.

**A. COLLECTIONS ON CITY PROPERTY.** The Contractor will provide scheduled collection services on all City property and for all City facilities, including all parks and all property owned, leased, rented or controlled by the City. Exhibit B, attached, contains a list of current City properties served by Contractor, including frequency of collection.

When providing scheduled service for City property excluding bus stops, the Contractor will empty all front load refuse containers and all agreed upon 96-gallon carts located thereon, including those used by the public.

The Contractor will provide two roll off type containers at the public works department location for collecting all used tires improperly deposited on City rights-of-way and collected by the City crews and deposited at the Public Works Complex. The City may from time to time request the Contractor to place one or both containers at a different location within the City for collection and disposal.

**B. SPECIAL COLLECTIONS.** Whenever this Contract specifically provides that Contractor is not required to collect refuse as part of its scheduled collection service (such as litter, excluded waste, construction and demolition debris, bulky waste items, tires, and excessive yard waste), Contractor may collect such items at the customer's request and bill the customer directly for a Special Collection at the rates set forth in Exhibit E, except in those cases designated by the City as abatement cases. Contractor's right to collect such items as a special collection and to bill the customer directly is subject to the City's right to definitively determine whether such items are excluded from scheduled collections as part of this Contract upon the customer's request.

In addition, during special events as listed in Exhibit C, Contractor may upon the City's prior approval provide such special collections and the City will bill the customer. See Exhibit C for further requirements regarding special events

**C. MISCELLANEOUS COLLECTIONS.**

**(1) Dead animals on public streets and City-owned property.** On days Contractor is scheduled in the City the Contractor shall, during normal operating hours, pick up dead fowl, reptiles, animals, fish, etc. from public right-of-way, playgrounds, and all City-owned property within two hours after notification by the City. If the contractor's collection crews observe non-domesticated dead animals such as raccoons or possums the collection crew will be required to collect and dispose of such animals. If the collection crews observe domesticated animals such as cat's or dog's the collection crew will be required to notify their dispatcher of the location and time. The contractor's dispatcher will immediately notify the City of the location and time as well as place the incident into the electronic tracking system. The City will direct the contractor's supervisor of what action to be taken at that time.

**(2) Vacant Lots.** The Contractor will not be responsible for collecting refuse for vacant lots. Trash dumped on private lots will be treated through the City's abatement process as further defined in Exhibit G. The City's Public Works Department will collect trash from City roads where a health or safety issue exists.

**(3) Move-outs & Abatements.** If garbage cans and/or other trash is placed at the curb outside of the normal pick-up schedule then the City will deem the waste to be a public nuisance or safety hazard placed in the City right-of-way and it shall be declared a nuisance. The City is authorized to remove the nuisance, after posting the property with a notice requiring the property owner to abate (remove) the garbage and trash within 24 hours of the posting of the notice. The property owner shall be responsible for any costs incurred by the City for abatement of the nuisance and a lien shall be imposed on the property. This same process applies to yard waste, recycling and any other garbage that is left at the curb outside of the normal pick-up schedule.

#### **D. DISPOSAL.**

(1) **Disposal of Refuse.** Contractor will dispose of all refuse collected pursuant to this Contract at an approved landfill.

(2) **Approved Landfills.** The Volusia County landfill will be the appropriate landfill used by the Contractor for disposal of residential refuse collected pursuant to this Contract. Contractor shall not dispose of residential refuse collected pursuant to this Contract at any other FDEP approved landfill without written notification to the city of Deltona and approval by the City. The City may direct the contractor to dispose of residential refuse at a different location due to cost of the disposal. If the City directs the contractor to change disposal locations and therefore creates a lengthy disposal travel time the City agrees to negotiate with the contractor for compensation of extended travel time. If the disposal travel time is less the contractor agrees to negotiate with the city a reduction in cost for such reduction in disposal travel time. The Contractor shall dispose of all commercial waste at an FDEP approved landfill.

#### **SECTION 5 - POST-DISASTER COLLECTION AND DISPOSAL SERVICES**

The Contractor and the City will work together to create and implement a post-disaster response plan for collection, hauling, and disposal of excessive amounts of debris or refuse accumulated because of a storm of disastrous proportions short of a declared disaster, natural disaster, severe disturbance, riot, terrorist activity, or other calamity (hereinafter, "disaster event"). The Contractor understands the City has existing contracts with a storm disaster contractor which will take precedence over any additional disaster response program created between the City and the Contractor.

The Contractor fully understands and agrees the Contractor will not implement any work stoppage under the scope of work outlined within this agreement during a pending disaster or named disaster or storm without the prior written approval of the City Manager or his/her designee unless directed to do so by County, State or Federal authorities.

The City will not unreasonably withhold written approval to allow the Contractor to neither implement a work stoppage nor place the Contractor or its employees in danger from a pending or named storm. Written approval may be obtained in the form of an electronic message either by email or text. The Contractor may be directed by the City to perform collection services post disaster, up to their weekly collection average, in specific areas as designated by the City. In no event will the Contractor be relieved from collecting the average amount of yard waste weekly during and after a storm as its usual collection services on the regular scheduled collection day unless waived by the City for safety reasons or roadway obstructions cause by such named event.

**A. REQUIRED ELEMENTS.** If agreed upon, the plan will provide for the following:

(1) The City will pay Contractor as per the following:

Storm Plan should a named storm event hit the City of Deltona, the City understands that additional work over and above normal activity is likely to affect collection services. The contractor will be compensated for any additional labor and tonnage expenses incurred because of performing the additional work. Hours to be paid for will be any additional hours worked over normal route time. Normal route time is defined as the average hours run over the same calendar month over a 3-year period not including any period affected

by a storm event. i.e. an average of 8/23, 8/24, and 8/25. -Normal hours worked would be subtracted from post storm hours worked. Rear loaders and grapple trucks will be compensated as outlined in the pricing structure set forth in Exhibit E. Tonnage would be calculated in the same fashion and actual difference in cost paid. These rates would be subject to a CPI as stated above. Notwithstanding the foregoing, Contractor agrees that its rates for post-disaster response work will not exceed pricing set forth in the City's Agreement for emergency debris hauling for the same services, equipment, and labor.

(2) Subject to availability and subcontractors' agreement to City's pricing structure, the Contractor will have in place written agreements with one or more subcontractors for collection, hauling, and disposal relating to the above to help ensure that the Contractor has sufficient resources available to provide timely service. Such agreements will contain operational details and unit pricing for collection and hauling with actual disposal costs included as an add-on charge. The Contractor will promptly provide the City all subcontractor agreements that Contractor currently has or will have in place.

(3) Submittal of the plan will be submitted no later than June 1<sup>st</sup> of each calendar year during the term of this Contract. The plan will set forth in detail operational details, unit pricing, and other terms for work to be performed by Contractor, particularly for the first 72 hours after a disaster event.

(4) The Contractor will update and review the plan with the City annually before the start of the hurricane season.

**B. POST-DISASTER MEETING.** The City and the Contractor will meet as soon as possible after each disaster event to formulate and agree upon terms and conditions for Contractor's performance of post-disaster event solid waste collection, hauling, and disposal.

**C. CITY MAY USE OWN FORCES, OTHER CONTRACTORS.** The City reserves the right to use the Contractor's forces, Contractor's subcontractors, services other than those provided pursuant to this Contract (i.e., use of City's own forces or other City contractors), or any combination thereof, for the provision of post-disaster services as referenced herein.

**D. CONTRACTOR REMAINS RESPONSIBLE.** In no event will the Contractor be relieved of its duties under this Contract for providing debris collection after an event or storm, unless said storm is declared by the City, State of Florida, or a Federal Government agency as a named event and further classified as disaster, without the City's specific written approval. Subject to paragraph two of Section 6 above.

## **SECTION 6 - PAYMENTS TO CONTRACTOR**

**A. MONTHLY SERVICE FEE; UNIT PRICES.** In consideration of the services performed by the Contractor herein, and subject to any offsets provided herein, the City will pay the Contractor a monthly service fee. The City agrees to make payments to the Contractor by the twentieth (20<sup>th</sup>) day of the month following for the previous month service by the Contractor.

The monthly service fee is based in part on the residential and commercial customer data expressed in Exhibit E, in unit pricing, subject to adjustments provided for herein. As shown on the Pricing Sheets attached hereto as Exhibit E, except for container surcharges, the unit prices to be paid by the City to the Contractor for residential collections are broken down into a collection component and fuel component. Unit pricing for residential customers is set forth on the basis of the number

of residential customers served. The unit prices to be paid by the Commercial customer to the Contractor are broken down into a collection component, disposal and fuel components. Unit pricing for commercial customers is set forth on the basis of the number of cubic yards of refuse collected from each commercial customer and disposed of at an approved landfill. Unit pricing for items such as containers are based on the type of containers, such as roll-off containers and front-load dumpsters.

The Contractor will be required to submit to the City Finance Director a monthly report of all commercial billing activity for the previous month no later than the 20th day of the monthly following the reporting month. This report must show customer names in alphabetical order, service address, type of service performed, and amount of gross billing to each customer. The Contractor will be required to submit with the monthly commercial report payment to the City equal to 15% of the gross billing of commercial customers as a franchise fee for the exclusive right to provide commercial services within the City.

The City will be a commercial customer for collection of refuse for all City-owned or controlled locations on which containers have been located with the City's approval, except for litter cans such as those typically located on sidewalks. Exhibit B contains a current list of all such locations and containers. The City is authorized to revise this list from time to time as the locations and containers change without need for formal amendment to this Contract. All services provided to City owned or controlled properties shall be at no cost to the City as listed in Exhibit B.

**B. ADJUSTMENTS TO COLLECTION COMPONENT.** For purposes herein, the term "CPI Index" shall mean the Consumer Price Index for All Urban Consumers, Series ID: CUUR0000SEHG Series Title: Water and sewer and trash collection services, Area: U.S. city average, Item Water and sewer and trash collection services, Base Period: DECEMBER 1997=100.

(1) Effective on October 1<sup>st</sup> 2028, the collection component for residential and commercial customers set forth in Exhibit E will be adjusted based on the annual percentage change in the CPI Index comparing April of the current year to April of the previous year. The CPI increase or decrease will be effective for the period beginning October 1, 2028, and ending on September 30, 2029. The Contractor agrees that any CPI increase(s) will only be applied to the collection cost component. The CPI component will be adjusted using the U. S. BLS Series Id: CUUR0000SEHG

<b>Series Id:</b>	CUUR0000SEHG
<b>Not Seasonally Adjusted</b>	
<b>Series Title:</b>	Water and Sewer and trash collection services, Area U.S. city average, Item Water and sewer and trash collection services, Base Period: December 1997=100
<b>Area:</b>	U.S. city average

The CPI increase will be one hundred (100%) percent of the CPI index listed above for the annual change of the April index.

(2) Effective on October 1<sup>st</sup> of each calendar year, beginning October 1, 2028 the collection component for residential and commercial customers set forth in Exhibit E will be adjusted as outlined in Section 7.B.(1) based on the annual percentage change in the CPI

Index for April of the current year compared to April of the previous year. CPI increases will not exceed five percent (5%) annually. Should a CPI increase exceed 5%, the remaining value over 5% shall be carried over and applied to the following year's calculation of CPI. If that causes the following year's CPI calculation to exceed 5%, then the remainder will carry over to the following year. The carryover methodology shall apply throughout the term of the agreement. Notices requesting the CPI increase must be received by the City from the Contractor no later than June 1 of each year. Exhibit E, Pricing Sheets, shall also be updated and submitted to the City with any annual CPI adjustment request. Once a Party has requested the change in compliance with this Contract, the adjustment will be made without need for formal amendment of this Contract.

(3) Under no circumstances will the collection component be adjusted to be less than the initial collection component rate set forth in the Pricing Sheets.

**C. ADJUSTMENTS TO FUEL COMPONENT.** The adjustments provided in this Paragraph C shall be an adjustment applicable to the fuel component (FAC) only on an annual basis for either the percentage increase or decrease in the fuel component. The FAC shall be adjusted annually beginning October 1, 2028. The percentage change in fuel prices will be measured by comparing the average fuel price during the prior year (May- April) to the average fuel price in the year prior to that (May- April).

"On Highway Retail Diesel Price" Lower Atlantic Region, U.S. Department of Energy Information Administration.

This fuel adjustment component will not be considered within the CPI adjustment in paragraph B above.

(1) The fuel component shown on Exhibit E shall remain in effect until September 30, 2028. At that time, fuel will be recalculated to account for changes in fuel costs since the inception of this Amended and Restated Agreement.

(2) Beginning on October 1, 2028, the fuel component will be adjusted periodically. The length of the adjustment period will be annually. These periodic adjustments to the fuel component shall be based upon the percentage change in annual fuel prices during the period of measurement. The percentage change in fuel prices will be measured by comparing the average diesel fuel price during the prior year (May to April) to the diesel fuel price in the year prior to that (May to April). Any request for a fuel component adjustment shall be made no later than June 1 of each year.

Example: Annual Fuel Adjustment:

Change in fuel component 1<sup>st</sup> year:

% change = 1-(average annual price May 2027 – April 2028/ average annual price May 2026 – April 2027)

Subsequent years would follow the same formula rationale

(2) Beginning on October 1, 2028, the fuel component will be adjusted periodically. The length of the adjustment period will be annually, or some longer period if

mutually acceptable to both Parties. These periodic adjustments to the fuel component shall be based upon the percentage change in fuel prices during the period of measurement.

**D. FAVORED NATIONS CLAUSE.** Upon Contractor's execution of a contract with a neighboring municipality for the provisions of the same, terms and conditions provided in this Contract and the Contract provides more favorable fees or rates than those provided herein, Contractor will reduce the fees and rates charged to the City herein so as to be equal to or lower than the rates charged the neighboring municipality's contract.

**E. UNUSUAL CHANGES OR COSTS.** The contractor may petition the City for rate adjustments on unusual changes in Contractor's cost of doing business, such as revised laws, ordinances, or regulations, or changes in location of disposal sites. No such change will be approved except through formal amendment of this Contract as approved by the City Commissioners.

**F. COMMERCIAL AND ROLL OFF TIPPING FEES.** Contractor and City may petition the other for a cost adjustment on the basis of a change in commercial and roll off tipping fees. Once a party has requested a cost adjustment based on an increase or decrease in commercial or roll off disposal tipping fees, the adjustment shall be made without need for formal amendment of this Contract.

**G. DEDUCTIONS FOR CONTRACT OVERSIGHT COST.** The City will deduct a monthly cost in the amount of five thousand five hundred dollars (\$5,500.00) for oversight of compliance of the contract requirements.

## **SECTION 7 - STORAGE AND OFFICE FACILITY**

The Contractor agrees to continue to operate from a location at the current storage and office facility including a customer service office and maintenance facility which must be located within 20 miles of the City limits of Deltona, or another established location on the Westside of Volusia County.

The facility shall be equipped with sufficient toll-free telephone lines; shall have a responsible person in charge with the ability to communicate with the public and shall be sufficiently staffed during collection hours and shall be open during the facility operational hours of this contract, 7:30 AM to 5:30 PM. After hours of operation the Contractor will provide a telephone answering service through voice mail. The Contractor must provide the City with appropriate contact information 24/7 so that potential call-backs and emergency contact can be effectuated.

## **SECTION 8 - SCHEDULES AND ROUTES**

**A. IN GENERAL.** The Contractor shall generally organize and operate its fleet to provide collection services on the assigned days for pickup in accordance with routes designed to provide the most efficient level of service, and to provide for generally consistent times for customer pickup. Collection routes and schedules in effect as of the Effective Date will remain in effect until changed pursuant to this Contract. In the event of an emergency, or unforeseen circumstances, Contractor may temporarily deviate from the approved routes and schedules following approval by the City. However, Contractor acknowledges and agrees that at various times, such as during holidays and special events, or in association with seasonal yard maintenance, the quantities of

refuse to be collected or disposed may substantially fluctuate; and that the additional workload imposed upon Contractor will not be considered as adequate justification for failure of the Contractor to comply with the approved schedules and routes.

**B. CITY'S RIGHT TO APPROVE ROUTES AND SCHEDULES.** The City shall have the following rights on behalf of the City in order to protect the public health, safety, and welfare:

- (1) To review and approve Contractor's proposed changes to any temporary deviations from the approved schedules and routes.
- (2) To require changes and temporary deviations in the approved schedules and routes.
- (3) To prohibit the Contractor from using certain streets, alleys, and other public rights-of-way.

The City's rights extend to right-of-way outside the City limits, such as roads outside the City used for Contractor's transportation or disposal of collected solid waste.

**C. IMPLEMENTATION OF CHANGES AND DEVIATIONS.** The Contractor will implement any City-approved or required changes or deviations in routes or schedules efficiently, with a minimum of disruption in customer service. Except where impractical due to unforeseeable conditions, Contractor will provide notification to all customers affected by a City-approved or required change or deviation in routes or schedules at least ten days in advance of such changes or deviations. The notification will be in a form approved in advance by the City.

**D. TEMPORARY CLOSURE OF LANDFILL AS BASIS FOR DEVIATION.** Should the operator of the approved landfill close the landfill in honor of holidays, the Contractor will not collect on that day. Instead, the Contractor will collect on the following collection day including Saturday as a makeup day.

**E. POWER TO DENY ACCESS.** The City reserves the right to deny the Contractor's vehicles access to certain streets, alleys, and public ways inside the City or outside the City in route to the disposal facilities, where it is in the best interest of the public to do so due to conditions of streets, bridges, or for other reasons determined by the City.

The Contractor shall not interrupt the approved regular schedule and quality of service because of such street closures. The Contractor shall notify the City's affected solid waste customers.

**F. FORCE MAJEURE.** The performance of any act by the City or Contractor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts, or any other cause beyond the reasonable control of such party, provided, however, the City shall have the right to provide substitute service from third party contractors or City forces and in such event the City shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days, the City may, at its option and discretion, cancel or renegotiate this Contract. In no event will the Contractor be relieved of its duties under the terms of this Contract for providing debris collection after an event or storm, unless said storm is declared

by the City, State of Florida, or a Federal Government agency as a named event and further classified as disaster.

**G. HOLIDAYS.** When a regularly-scheduled residential collection day falls on a holiday, the Contractor will collect all residential solid waste, and yard waste on the next day including Saturday as a makeup day. When a regularly scheduled City commercial collection day falls on a holiday, the Contractor may collect all City commercial solid waste on the day following the regularly scheduled collection day. For the purposes of this Section, holidays for residential collection are New Year's Day, Thanksgiving Day, Christmas and July fourth; the only holiday for City commercial collection is Christmas. Contractor shall place advertisements and notifications online and in other venues mutually agreed upon with the City, at the expense of the contractor. Such notification as to the observance of a holiday as non-collection day and when the make-up collection day will be scheduled will be contained in the notice as applicable to all residents. All notifications and newspaper ads must be submitted to the City for approval prior to appearing in the newspaper or publication.

## **SECTION 9 - CITY'S RIGHT TO SUPERVISE PERFORMANCE**

**A. SUPERVISION OF CONTRACT PERFORMANCE.** The Contractor's performance shall be supervised by the City. If at any time the City provides Contractor notice that performance is not satisfactory, Contractor will promptly increase the force, tools, and equipment as needed to properly perform this Contract. The failure of the City \_ to give such notice shall not relieve the Contractor of the obligation to perform the work at the time and in the manner specified by this Contract.

**B. CITY MANAGER AUTHORITY.** The City Manager shall work with the contractor in order to resolve questions which may arise concerning the quality and acceptability of the work and services performed, the sufficiency of performance, the interpretation of the contract provisions, and the acceptable fulfillment of the contract on the part of the Contractor; and the City Manager will work with the contractor to determine whether or not the amount, quantity, character and quality of the work performed is satisfactory. The final determination by the City Manager shall be final, conclusive, and binding upon both the City and the Contractor.

**C. INSPECTION OF WORK.** The Contractor shall furnish the City with every reasonable opportunity for ascertaining whether or not the work, as performed, is in accordance with the requirements of the contract. The Contractor shall by notice designate the person to serve as Contractor's agent and liaison in dealing with the City on all matters arising under this Contract. The City\_ may appoint qualified persons to inspect the Contractor's operation and equipment either at the Contractor's facility, the City Yard facility or in the field on a side street not subject to frequent traffic, while the Contractor is performing collection services at any reasonable time.

The Contractor shall admit other authorized representatives of the City to make inspections of the contractor's facility at any reasonable time and place with proper notice by the City to the Contractor, such notice to be given not less than 24 hours prior to the inspection.

**D. DISAGREEMENTS – REFUSE TO BE COLLECTED.** It is recognized that disagreements may arise between the City and the Contractor about the collection of certain items due to interpretation of the specific language in the contract.

During any disagreement between the Parties regarding Contractor's obligation to collect refuse, the City may by notice direct the Contractor to collect and dispose of any refuse that is the source

of the disagreement, and the Contractor will remove all such refuse within two days of the notice. Should the Contractor fail to remove the refuse, the City will remove the refuse and the City shall deduct costs incurred from the next scheduled payment.

**E. CITY NOT LIABLE FOR DELAYS.** It is expressly agreed that in no event shall the City be liable or responsible to the Contractor or to any other person because any stoppage or delay in the work provided for herein, by injunction or other legal or equitable proceedings brought against the Contractor, or from or by or because any delay from any cause over which the City has no control.

## **SECTION 10 - QUALITY OF SERVICE**

**A. CHARACTER OF WORKMEN AND EQUIPMENT.** The direction and supervision of refuse collection and disposal operations shall be by competent, qualified personnel, and the Contractor shall devote sufficient personnel, time and attention to the direction of the operation to assure performance satisfactory to the City. The Contractor agrees all residential waste and yard waste collection vehicles during the residential collection process, will be manned with a minimum of two-person crews such as driver-driver or driver and one helper, in order to insure the City's residential customers are serviced properly. The contractor agrees all residential solid waste collection vehicles will be the type known as rear load collection trucks with cart flippers using the crews as stated above. All collection vehicles performing services within the City will be kept in an aesthetically clean appearance with all the required equipment on board. All subcontractors, superintendents, foremen, and workmen employed by the Contractor shall be careful and competent. It is mandatory that the Contractor shall also provide uniforms with either a reflective safety vest or reflective safety shirt and name tag or badge. Contractor's employees shall be of a standing or affiliation that will permit the Contractor's performance herein to be carried on harmoniously and without delay, and in no case, or in any circumstances, will such employees cause any disturbance, interference or delay to any work or service rendered to the City or by the City and in no case or in any circumstances will the employees conduct themselves negligently, disorderly, or dishonestly in the due and proper performance of the employees' duties. The Contractor shall ensure that all employees serve the public in a courteous, helpful, and impartial manner. Contractor's employees collecting garbage will be required to follow the regular walk for pedestrians while on private property. No employee shall meddle with property that does not concern him or her.

**B. TEMPORARY WORKERS.** Contractor may employ temporary workers from a licensed temporary agency, excluding labor halls, under this Contract; provided they are included in the required workers compensation insurance policy, and they are included in a list of temporary employees, by name, provided to City. The list will be updated within three business days of any changes in the listed names.

**C. COOPERATION OF CONTRACTOR REQUIRED.** The Contractor shall cooperate with authorized representatives of the City in every reasonable way to facilitate the progress of the work contemplated under this contract. The Contractor shall have two (2) designated supervisors assigned to the City and available as needed during the work week. These supervisors shall be competent and able to communicate with the public. The Contractor will supply the supervisors with mobile communication with a published phone number for direct contact with City Management for any situation that may arise.

**D. HANDLING COMPLAINTS.** The Contractor shall perform a service of high quality and keep the number of legitimate complaints to a minimum. The Contractor shall maintain a telephone

listing in the name in which Contractor is doing business and provide adequate employees for those customers needing to contact the contractor during collection hours Monday through Saturday. Contractor will also provide an after-hours answering service through voice mail. Contractor will also provide the City with an online link to electronic tracking system where customers may enter a complaint or request for services directly to the City and the Contractor. The online tracking system will issue any customer entering a complaint or request for services a case number for further tracking of the issue.

The Contractor also agrees to provide a single point of contact for the City to have immediate access to Contractor's personnel to deal with various situations which may arise from time to time.

In all instances Contractor will provide a response to complaints or request for service and price quotes for service received no later than the close of business the next day, including Saturday, and will track all responses in the Electronic Tracking System referenced in Section 3.B.(9).

**E. PERFORMANCE GUARANTEE.** The Contractor will deposit with the City a performance bond in the amount of \$1,500,000.00 that shall have a term valid through years one through three of the Contract term and in the amount of \$2,500,000.00 that shall have a term valid through years four through seven of the Contract term. The performance bond shall be written by a surety with an A, Class VIII, or higher financial rating as shown in Best's Key Rating Guide.

## **SECTION 11 - EQUIPMENT**

**A. VEHICLE REQUIREMENTS.** Contractor will provide and maintain all vehicles to be used in providing services under this Contract. All collection vehicles used to provide the services to the City shall be dedicated exclusively to the City during the specific collection days which the City is being serviced by the Contractor and the Contractor will comply with the following requirements:

**(1) Collection vehicle requirements.** At a minimum, vehicles will be rear loaders and vehicles will comply with the following requirements:

(a) All collection vehicles will have bodies that are water tight to a depth not less than 18 inches, with solid sides, using pneumatic tires. All residential refuse collection vehicles must be rear load type with cart flippers, a minimum of two-man crews to provide service for residential units. All collection vehicles used to

provide services to the residential units shall comply with the following requirements.

(b) All collection vehicles shall be equipped with an operational radio transceiver or cell phone device capable of communicating with the Contractor's dispatcher from anywhere within the municipal boundaries.

(c) All vehicles will be equipped with functioning back-up cameras, oil absorbing hose wraps, GPS tracking, and camera for incident photo documenting such as what is referred to as "3rd eye".

(d) Standby or Back up collection vehicles are not required to comply with Paragraph (c) above. Standby or back up collection vehicles must be of the same size and have the same functionality and features as primary collection vehicles.

(e) Each collection vehicle shall be equipped with a spill kit, pitchfork, rake, shovel and broom for the purpose having the proper tools onboard to cleanup any spillage or scattering of waste or hydraulic or motor fluids such as fuel or motor oil. Safety equipment is also required, such as a fire extinguisher and reflectors.

(f) All vehicles will be painted uniformly, and will display the company name, telephone number, and the vehicle number, printed in letters not less than five inches high on each side of the vehicle and must carry the sign on each side of the collection vehicle stating, "Proudly Serving the City of Deltona".

(g) Contractor will number all vehicles and maintain a record of the vehicle to which each number is assigned.

**(2) Number of Vehicles to be Provided.** The Contractor shall provide a sufficient number of trucks to ensure Contractor's compliance with the requirements of this Contract, including compliance with approved schedules and routes. Required vehicles include at least one vehicle for each supervisor overseeing the City operations, and two "clamshell" trucks available to the City In accordance with the terms of this agreement.

**(3) Vehicle Condition.** All vehicles and all required vehicular equipment are to be maintained in a reasonable, safe, working condition. All collection vehicles will be maintained in a clean and painted condition to present an aesthetically pleasing appearance. The Contractor will comply with the following cleaning and painting: Contractor will wash all vehicles once per week, and more frequently if necessary. Contractor will on a regular basis use touch up paint on vehicles to repair any scars or scratches. Contractor will schedule vehicles for repainting as needed based upon the condition of a vehicle, but in no event will vehicles be repainted on a schedule that is more than seven years in length.

**(4) Additional Vehicle Safety Requirements.**

(a) Each non-packer collection vehicle shall be equipped with a cover which may be net with mesh not greater than one and one-half inches, or tarpaulin, or fully enclosed metal top. Such cover shall be kept in good order and used to cover the

load going to and from the disposal facility during loading operations or when parked, if the contents are likely to be scattered if not covered.

(b) Collection vehicles shall not be overloaded to scatter refuse.

(c) Each vehicle shall be equipped with a spill kit, pitchfork, rake, shovel, and broom for purposes of providing immediate cleanup of any spills caused by Contractor.

(d) Each vehicle will be equipped with safety equipment such as a fire extinguisher and reflectors.

(e) Vehicles are not to interfere unduly with vehicular or pedestrian traffic and vehicles are not to be left standing on streets unattended except as made necessary by loading operations, and shall move with the traffic flow. To the extent practical, the Contractor shall avoid making collections on major travel ways during the morning and evening rush hours.

**(5) Authority to Inspect.** The City Manager or his/her designee is authorized to spot inspect all vehicles during route operations for compliance. The City Manager will attempt to notify the Contractors supervisor of the intent to inspect collection vehicles while on the collection routes the morning of the intended inspection.

**(6) Maintenance of vehicles.** Any fully refurbished collection vehicles must be inspected and approved by the City Manager or his/her designee prior to implementation of service within City. Contractor shall maintain vehicles in good repair, appearance, and in a clean and sanitary condition. Vehicles shall be washed thoroughly on the inside and outside and sanitized with a suitable disinfectant and deodorant at least once per week and at such times as established by City. All vehicles shall be regularly maintained in a manner necessary to prevent discharge of collected material, automotive fluids and emissions into the environment and to maintain compliance with applicable noise ordinances. A maintenance log shall be maintained at all times for all vehicles and made available to City upon request. The City, with sole discretion, may require the removal of equipment not adequately maintained as described above.

**(7) Removal of Collection Equipment.** Collection equipment that regularly and repeatedly fail to perform in a satisfactory manner shall be permanently removed from services in Contractor's Service Area. Contractor must replace any vehicle deemed unsatisfactory by the City within fourteen (14) days of written notification from the City to the Contractor. Email notification will be considered as acceptable as written notification by the parties. Unsatisfactory vehicle performance includes but is not limited to:

(a) Failure to complete a route due to a mechanical breakdown, five (5) times in any consecutive twelve (12) month period during the Agreement.

(b) Discharge of vehicle fluids including hydraulic fluid due to mechanical failure five (5) times in any consecutive twelve (12) month period during the Agreement.

(c) Excessive visible emissions or equipment noise either observed by Contract Administrator or for which complaints are received by the City on five (5) separate days in any consecutive twelve (12) month period during the Agreement.

**(8) Vehicle Fleet Requirements.** All vehicles in the Contractor's fleet used to service the City shall be no older than ten (10) years of age or have undergone a certified refab in the past five (5) years, effective October 1, 2026.

**B. GENERAL CONTAINER REQUIREMENTS.**

- (1) The Contractor will provide all City residential solid waste customers with 96 or 64-gallon wheeled carts (aka) "toters", hereinafter referred to as wheeled carts, to be used by Contractor for collection services under this Contract.

The Contractor will provide all City solid waste commercial customers with adequate commercial container(s) either a non-compacting front load commercial container aka mechanically emptied containers, compacting front load container, open top roll off, compactor roll off, or 96 gallon wheeled carts upon request, to be used by Contractor for collection services under this Contract. All mechanical commercial containers must bear the name and telephone number of the contractor.

- (2) All such containers will be designed for ease of use and durability, and will additionally comply with the following requirements:

(a) Wheeled Carts will be wheel-mounted plastic; garbage cans will be galvanized metal or plastic cans of a type commonly sold as garbage cans. Wheeled Carts will be made and provided with tight fitting lids. Wheeled Carts used for garbage will have a capacity of 96 gallons or 64 gallons upon request.

(b) Mechanical front load dumpsters must be in capacities of 2, 4, 6, and 8 yards. Mechanical rolling front load dumpsters will be made of plastic.

(c) All carts and containers will be of a color and design sufficiently uniform to reasonably identify the Contractor including a sticker containing the customer service number; however, no advertising is permitted.

- (3) The City has the right to approve or reject the wheeled carts and mechanical containers proposed to be used by the Contractor to comply with the requirements of this Section.

- (4) The Contractor will maintain an inventory of wheeled carts, mechanical front load dumpsters, and other required containers readily available, including for replacements of containers previously provided.

- (5) Commercial customers will generally have the option to select the type and capacity of container to be used, so long as they are provided by Contractor.

- (6) The City has the right to require the use of an industry standard type and capacity of commercial container, and to require replacement of an existing container, to eliminate, prevent, or reduce odor, overflow, or spillage, or based on other aesthetic, public health, or safety concerns.

- (7) Contractor will create and implement an inspection, replacement, and refurbishment

schedule for all mechanical front-load dumpsters and roll-off containers provided to City customers. The schedule will be subject to review and approval of the City. The schedule will provide, at a minimum, for inspection, replacement or reconditioning at least every 36 months. The Schedule must be approved and replacements, inspections, and refurbishments must commence no later than 36 months after the Effective Date. The City reserves the right to require the Contractor to replace any container the City deems to be unacceptable for continued use for the storage of waste at any particular location. Each replacement container shall have the month and year replaced painted on the container. All commercial front load containers must have either stenciled or adhesive sticker on the front upper right side of the container the size of the container and on the front upper left side the container the month and year the container was placed into service. The letters must be at least five (5) inches high and white in color.

**C. ADVERTISING PROHIBITED.** No advertising other than Contractor's standard company logo shall be permitted on vehicles or containers servicing Deltona. A sign stating, "Serving The City of Deltona" shall be displayed on all residential collection trucks, associated with this contract, while within the municipal boundaries. Magnetic signs are permissible.

## **SECTION 12 - INSURANCE AND INDEMNIFICATION**

**A. INSURANCE REQUIRED.** The Contractor shall not commence services under this Contract until Contractor has obtained all insurance required herein, in form and from such insurance companies as approved by the Risk Manager of the City, nor shall the Contractor allow any subcontractor to commence work on subcontracts until similar insurance of the subcontractor has been obtained and approved.

General Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01 02) of the insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage limits fully available during the entire contract period.

General Liability - Each Occurrence/General Aggregate - \$2,000,000/\$4,000,000  
Products-Completed Operations - \$4,000,000.00  
Premises Operations - \$500,000.00  
Personal & Adv. Injury - \$2,000,000.00  
Blanket Contractual Liability - \$5,000,000.00  
Fire Damage - \$50,000.00  
Medical Expense - \$5,000.00

The General Liability policy is to contain or be endorsed to name the City, its officers, officials and employees as additional insured's as respects to the liability arising out of the activities performed under this Agreement. Such coverage shall be primary to the extent of Contractors negligent acts or omissions or willful misconduct, and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. In addition, a waiver of subrogation by the commercial liability insurer shall be provided that lists or names the additional insured as subject to the waiver. Coverage shall be on an "occurrence" basis and not "claims made".

(1) **Required Coverage's.** The following coverage's are required

**(a) Worker's Compensation Insurance** for all of employees employed in connection with the services herein; and if the work is subcontracted, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. If any class of employees engaged in hazardous work under this Contract is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate insurance coverage for the worker's compensation protection of employees not otherwise protected.

**Coverage Limits:**

**Employers liability Each Accident \$1,000,000**

**Employers Liability Disease - Each Employee \$1,000,000**

**Employers Liability Disease – Policy Limit \$1,000,000**

**Employers Liability \$1,000,000**

**SIR \$500,000**

**(b) Automobile Liability Insurance** which shall insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle used by the Contractor at the site of the project or in any way connected with the work which is the subject of this Contract. The insurance shall include coverage for owned, hired, and non-owned vehicles.

**Coverage Limit(s):**

**Combined Single Limit \$1,000,000**

**(c) Umbrella Liability Policy** in the amount of **\$5,000,000 per occurrence/aggregate location specific**, that is no more restrictive in coverage than all underlying coverage's described above.

**(d) Pollution Liability Insurance** in the amount of \$5,000,000 per occurrence. Such coverage will include bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, Products/Completed Operations for Pollution, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs, charges, and expenses incurred in the investigation, adjustment, or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arise from the operations of the contractor including transportation and non-owned disposal coverage. Unless specifically waived hereafter in writing by the Risk Manager, Contractor agrees that the insurer shall waive its rights of subrogation, if any, against the City on each of the foregoing types of required insurance coverage.

ALL LIABILITY POLICIES REFERENCED ABOVE MUST BE ENDORSED TO NAME THE CITY AS ADDITIONAL INSURED WITH 30 DAY NOTICE OF CANCELLATION.

In addition, for all liability policies coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date equal to at least the effective date of this

Contract and with a three-year reporting option beyond the Annual expiration date of the policy.

(2) **Proof of Insurance.** Proof of insurance will be filed with the Risk Manager, who is authorized to require actual copies of certificates of coverage. No policy is acceptable to the City which can be canceled by the insurer in less than 30 days after the insured has received written notice of such cancellation of the policy. To be acceptable to the City, each insurance certificate shall include a copy of the additional insured endorsement.

(3) **Provision of Replacement Insurance.** If Contractor fails to provide any required coverage or allow such coverage to expire or lapse, the City may secure such coverage and offset the cost thereof against the monthly fees otherwise owed to Contractor.

(4) **Required Changes in Coverage and Amounts of Coverage.** The City may at any time require Contractor to increase the amount of coverage, change the terms of coverage, and provide additional or different types of coverage, as the City may deem necessary; provided that the changes or increase in coverage are consistent with such requirements for similar operations and businesses then operating within the Central Florida area or are reasonable considering prior claims made against Contractor's policies. Contractor must comply with such requirements within 30 days after the City's demand.

(5) Contractor shall be responsible for subcontractors and their insurance.

**B. INDEMNIFICATION.** The Contractor shall indemnify and hold harmless the City and the City's agents, officers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from Contractor's services hereunder; provided that the claim, damage, loss, and expense is caused in whole or in part by any negligent act or omission of the City, the Contractor, any subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder except the Contractor shall not have to indemnify and hold harmless the City if such claim, damage, loss, and expense is the result of the sole negligence of the City or its agents, officers, or employees.. The Contractor also agrees to indemnify and save the City harmless from all suits or actions arising from the Contractor's infringement of patent, trademark, or copyright.

### **SECTION 13 - ADMINISTRATIVE CHARGES**

Should the Contractor commit any of the breaches described herein in Contractor's obligations under this Contract, the City shall be entitled to assess against the Contractor the amounts listed below, not as a penalty but as administrative charges.

The City will be entitled to offset any administrative charges assessed against the monthly fee otherwise due to Contractor hereunder or alternatively to collect such damages from the performance bond.

**OPPORTUNITY FOR CURE NOT REQUIRED.** The following administrative charges may be assessed without the need to give the Contractor the opportunity to cure:

- (1) Failure to collect missed customers by 8:00 P. M. the same day when given notice before noon, or by 12:00 noon the following day when given notice between 12:00 noon and 8:00 P. M.

\$100 per incident, a maximum of  
\$300 Per truck per day

- (2) Un-handled complaints over 20 in a single month. Which shall mean complaints not dealt with or resolved within the allowable time frame stated in (1) above.

\$150 per incident including the first 20

- (3) Failure to replace damaged container within 48 hours for residential customers.

\$100 per incident

- (4) Failure to repair damage to customer's property within seven days.

\$350 per incident

- (5) Equipment operator not properly licensed.

\$500 per incident

- (6) Failure to comply with the current schedules and routing maps.

\$250 per incident

- (7) Failure to complete a route (More than ~~20~~ 50 homes) on the regular pick-up day.

\$500 per day for each route not completed

- (8) Failure to provide proper notification prior to residential route changes.

\$250 per day, per route not notified

- (9) Failure to provide reasonably clean, safe, and sanitary equipment at beginning of each work schedule.

\$500 per incident

- (10) Failure to maintain signs stating, "Proudly Servicing the City of Deltona" on all collection vehicles associated with this contract while servicing the City.

\$250 per incident

- (11) Name, phone number not properly displayed on all collection equipment.

\$250 per incident

- (12) Failure to report accidents, damage, or spillage to the City immediately and provide a copy of a written report the same day to the City.

\$250 per incident

- (13) Failure to clean spillage caused from residential route vehicles leaking from collected garbage. See Section 8, EQUIPMENT, A. TYPE.

\$200 per incident plus costs and any EPA fines

- (14) Failure to have the required number of functioning collection vehicles as per the daily roster available within the City in accordance with this agreement.

\$250 per incident

- (15) Failure to collect dead animals within four hours of notification during normal collection hours.

\$100 for every four hours unhandled

- (16) Failure to either service or deliver a roll off, within twenty-four hours of such scheduled request made by the customer or the City. Scheduled request or notification must be at least forty eights (48) hours prior to scheduled service request date.

\$250.00 for each day unhandled

- (17) Failure to enter a resolution of a case into the tracking system within the required time.

\$150.00 per incident

- (18) Failure of the Contractor to place all request for services and or incidents into the tracking system upon receiving such request.

\$50.00 per incident

- (19) Failure to handle waste receptacles carefully, thoroughly empty and return containers or garbage receptacles to original location as per the Contract.

\$25.00 per incident.

- (20) Using improper equipment or unauthorized (not listed on the equipment Roster) to service residential Customers.

\$500.00 per incident.

- (21) Failure to provide proper notification prior to Residential route changes.

\$250.00 per incident

- (22) Failure to provide promotional and educational materials, activities, advertisements and civic awareness programs annually as per the Contract/ Amendment requirements.

\$500.00 per year

(23) Contractors failure to provide the quantity of approved roster equipment within the City during the required collection days.

\$250.00 per incident

(24) Failure to have the required equipment such as rakes, brooms, shovels, spill kit and safety flares or reflective safety triangles onboard each collection vehicle working within the City.

\$200.00 per incident

(25) Failure to collect commercial solid waste between 6:00 A.M. and 8:00 P.M. and during special events as directed by the City unless authorized by the City.

\$150 per incident

**B. OPPORTUNITY FOR CURE REQUIRED.** The following administrative charges / liquidated damages may be assessed only (i) after the City has given the Contractor notice and a reasonable opportunity to cure, or (ii) where the violation is a repeat violation (i.e., Contractor has previously failed the specific item listed at least two times within the past two months and the City has previously provided Contractor notice of such failure): any cure provided by the Contractor must be within ten (10) days from notification or the administrative charge assessed will be implemented.

(1) Failure to cover materials, if appropriate, on all collection vehicles.

\$250 per incident

(2) Failure to comply with requested employee roster, proper uniforms, and employee identification and safety equipment as per agreement.

\$150 per incident

(3) Failure to tag any uncollected waste of any type and scanning each tag and emailing the scanned copies to the City on a daily basis. This is an alternative assessment to an administrative charge for failure to collect waste.

\$200.00 per incident

(4) Failure for all collection crews including the drivers and supervisors to have reflective safety vests or shirts.

\$150 per incident

(5) Failure to maintain office hours as required.

\$200 per incident

- (6) Failure to provide documents and reports in a timely and accurate manner as per agreement. The required reports also include the monthly reporting of all waste and recycling collected by weight in tonnages by each category.

\$250.00 per incident

- (7) Failure to respond to complaints and customer calls in a timely and appropriate manner as per the “customer service policy” provided to the City from the Contractor.

\$200 per incident

- (8) Failure to follow established reporting operation or administrative procedures.

\$150 per incident

- (9) Failure to provide monthly tonnage ~~and recycling data~~ reports.

\$250 per incident

- (10) Loaded vehicles left standing on street unnecessarily.

\$150 per incident

- (11) Failure to drive in the proper direction.

\$100 per incident

- (12) Commingling solid waste with vegetative waste, ~~recyclable materials, c & d materials or other waste material.~~

\$250 per incident

- ~~(13) Failure to report recycling activity monthly in the format determined by the Contractor, for tracking and verifying City wide recycling activity.~~

~~\$100 per incident~~

- (14) Causing skid marks or spillage marks on roadways, private driveways, or any thoroughfare within the service area.

\$150 per incident

- (15) Causing hydraulic spills or leaks as well as any other fluids having potential to damage or stain asphalt, concrete, or other roadway surfaces.

\$500 per incident

- (16) Missed collection of residential garbage, yard waste, recycling or bulk items during a regular schedule route.

\$100.00 per incident

Each complaint shall be considered as proven and actionable, unless satisfactory evidence to the contrary is furnished to the City by the Contractor within ten (10) days after notification by the City to the contractor. Notification will be a monthly report provided by the City. The decision of the City shall be final. On-site inspection will be provided by the City to determine the legitimacy of disputed complaints.

This provision shall not limit other contract claims or remedies that the City or the Contractor may have against the other Party under this Contract.

#### **SECTION 14 - AMENDMENTS**

The City 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 30 days of the Contractor's receipt of the written amendment. If the City's amendment increases the Contractor's cost of doing business, the City and Contractor agree to negotiate the amendment pursuant to Section 6.E of this contract.

All other amendments require the mutual consent of both Parties and the approval of the Deltona City Commission.

#### **SECTION 15 - NOTICES**

**A. To Whom Required.** All notices authorized or required to be provided pursuant to this Contract will be provided to the Party's representative designated below, unless and until notice is provided in accordance with this Section to provide such notice to a different person.

**If to Contractor:**

Mr. Erik Sankey  
Regional Vice President  
Waste Pro Florida  
3705 St. Johns Parkway  
Sanford, Florida 32771

**If to the City:**

Mr. Dale "Doc" Dougherty  
City Manager  
2345 Providence Boulevard  
Deltona, Florida 32725-1806

**B. Manner of Service.** Service of notices to the representatives designated pursuant to Section A immediately above will be deemed completed when actually delivered; or when sent by a nationally-recognized delivery service for overnight delivery within two business days thereafter; or when transmitted to a receiving fax machine within two business days thereafter, provided that

a hard copy is sent within two days after the fax is sent; or within 10 days after being sent by U.S. mail, registered or certified, return receipt requested or E-Mail

## **SECTION 16 - ASSIGNMENT AND CHANGE OF CONTROL**

**A. CITY APPROVAL REQUIRED.** Neither this Contract, nor any portion thereof, shall be assigned except with the prior written consent of the City Commission, which may be withheld for any reason. No such consent will be construed as making the City a party of or to such assignment, or subjecting the City to liability of any kind to any subcontractor. For purposes herein, the term "assignment" includes (i) the subcontracting of a substantial portion of the services required herein, substantial portion being defined as 25% or more, including the Contractor's responsibilities under the operation agreement attached hereto; or (ii) a one-time change of 25% or more in ownership or controlling interest of Contractor, or (iii) a cumulative change of 50% or more in the ownership or controlling interest of Contractor.

The term, assignment, includes all the foregoing regardless of whether such changes are direct or indirect, bargained for or accomplished by gift or voluntary or involuntary. The term also includes all of the foregoing where they are affected by merger; but the term excludes any transfer effected by a public offering issuance which either changes the Contractor status from a privately held corporation to that of a publicly held corporation or which is intended to provide additional capitalization for the Contractor, provided the public offering does not result in a change in Contractor's management personnel.

For any proposed assignment, the City will be entitled to an assignment review fee. For the first proposed assignment the assignment review fee will be \$50,000. For each proposed assignment thereafter, the assignment review fee will be \$75,000.

The City may impose reasonable conditions on approval of an assignment such as requiring an increase in the amount of bonds, requiring increased levels and types of insurance coverage, and other requirements designed to ensure that the assignee has the technical and financial capacity to provide the work required herein.

**B. CERTAIN TEMPORARY ASSIGNMENTS PERMITTED.** The foregoing notwithstanding, in the event of any strike, lockout, labor trouble, or dispute involving the Contractor, the City agrees to fully cooperate with the Contractor in any temporary assignment or subcontract as may be necessary to continue to provide the services required by this contract. Under this provision there will be no transfer fee as stated in sub-paragraph (a) above, but in no event, will the transfer under this provision exceed 90 days.

**C. CONTRACTOR REMAINS LIABLE.** No assignment or subcontract shall, under any circumstances, relieve the Contractor of the liabilities and obligations under this Contract, and despite any such assignment, the City shall deal through the Contractor. Subcontractors shall be dealt with as employees and representatives of the Contractor and, as such will be subject to the same requirements as to character and competence as are other employees of the Contractor.

## **SECTION 17 – MISCELLANEOUS PROVISIONS**

**A. SEVERABILITY.** If any article or section of this Contract 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 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.

**B. LAWS GOVERNING; VENUE.** The laws of the State of Florida shall govern this Contract and the venue for any litigation arising out of the contract shall be in the state Circuit Court in and for Volusia County, Florida.

**C. PARTIES TO BEAR COSTS.** In the event of litigation arising out of or interpreting the terms and conditions of this Contract, each party shall bear its own attorney's fees and costs except where specifically provided otherwise herein.

**D. JURY TRIAL WAIVED.** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS CONTRACT, OR ANY DEALINGS BETWEEN THE PARTIES. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY DISPUTES BETWEEN THE PARTIES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

**E. INDEPENDENT CONTRACTOR.** It is expressly agreed and understood that the Contractor is, in all respects, an Independent Contractor as to the work notwithstanding in certain respects the Contractor is bound to follow the direction of designated City officials, and that the Contractor is in no respect an agent, servant, or employee of the City. The contract specifies the work to be done by the Contractor, but the method to be employed to accomplish this work shall be the responsibility of the Contractor, unless expressly provided otherwise herein.

**F. CONTRACTOR TO PAY ALL TAXES.** The Contractor shall pay all federal, state, and local taxes, to include sales tax, social security, workers' compensation, unemployment insurance, and other required taxes which may be chargeable against labor, material, equipment, real estate including the property leased hereunder, and any other items necessary to and in the performance of this Contract.

**G. CANCELLATION OR ANNULMENT OF CONTRACT.** The Contractor and the City recognize that it is of paramount importance that the required services be performed diligently. If the Contractor fails to begin work at the time specified, or fails to perform such services with sufficient number of workmen and sufficient and adequate equipment to insure the proper and substantial performance of said refuse collection work, or performs the work unsuitably, or discontinues the prosecution of the work or any portion thereof, or for any other cause whatsoever, excepting only acts of God, does not carry on the work as aforesaid, or if the Contractor becomes insolvent or declares bankruptcy or commits any act of bankruptcy or insolvency, or allows any final judgment for the payment of money to stand against him unsatisfied, and if the City, through the City Manager, gives notice of such default, and the Contractor or Contractor's surety fail to cure such default within sixty (60) days after giving of such notice by the City, then the City Commission may declare this Contract cancelled. Upon declaration of cancellation, the City may for a period of no longer than six (6) months, at no cost to the City or compensation to the Contractor, take over the work with equipment it has procured and/or the City may enter into agreements with others for their performance of the work and services herein contracted for. The City's cancellation of this Contract shall not relieve the Contractor or the surety of liability for failure to faithfully perform this Contract, and in case the expense incurred by the City in performing or causing to be performed the work and services provided for in this Contract exceeds

the prices outlined in Exhibit E, then the Contractor (and the surety to the extent of its obligation) shall be liable to the City for said amount. At the end of the contract through cancellation or its term, the City owns all wheeled carts, garbage cans, or carts.

Contractor's surety and performance bond will not be released until the term of this Contract would otherwise have expired or Contractor's obligations thereunder, whichever time period is shorter.

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

**H. STATE REQUIRED AFFIDAVITS.** By entering into this Agreement, the Contractor agrees to review and comply with the following state affidavit requirements:

- (1) Public Entity Crimes Affidavit.** Contractor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
- (2) Scrutinized Companies.** Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, Florida Statutes, the CITY may immediately terminate this Agreement at its sole option if the Contractor is found to have submitted a false certification; or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. If this Agreement is for more than one million dollars, the Contractor certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, the CITY may immediately terminate this Agreement at its sole option if the Contractor is found to have submitted a false certification; or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- (3) E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the CITY requires all contractors doing business with the CITY to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The CITY will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including

but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

- (4) Noncoercive Conduct Affidavit.** Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Contractor acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.
- (5) Prohibition on Contracting with Entities of Foreign Concern.** Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern. By entering into this Agreement, the Contractor acknowledges that it has read Section 287.138, Florida Statutes, and complies with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

## **I. PUBLIC RECORDS**

Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes.

### **Section 119.0701(2)(a), Florida Statutes**

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

**Custodian of Public Records: JOYCE RAFTERY, CITY CLERK**  
**Mailing address: 2345 PROVIDENCE BLVD., DELTONA FL, 32725**  
**Telephone number: 386-878-8505**  
**Email: JRAFTERY@DELTONAFL.GOV**

## **SECTION 18 - MISCELLANEOUS CONTRACTOR DUTIES**

- A. EDUCATIONAL AND PROMOTIONAL PUBLIC RELATIONSHIP REQUIREMENT.** The Contractor will be required to provide in-kind services or sponsorships as requested by the City, including but not limited to services at City-sponsored events in an amount not less than \$10,000.00 or equivalent value. All promotional and educational material, if any,

must be in a form approved in writing by the City. The Contractor shall be solely responsible for attending and conducting presentations to civic groups, homeowner's associations (HOA's), business groups and other appropriate citizens groups, up to one time per month. The Contractor will be responsible for all cost related to the promotion of services within the City.

**B. UPDATED OPERATIONAL PLAN.** The Contractor, will submit to the City an updated and complete operational plan within thirty (30) days of execution of this Second Amendment, which will include the following:

- (1) current route maps showing the days of service and type of service by area to be rendered;
- (2) the areas laid out on maps furnished by the City;
- (3) the amount and type of equipment, including make, year, model and type to be on hand at all times to perform the work;
- (4) acknowledgement letters from the equipment manufacturers the collection equipment will be available within the timeframe as stated in this Second Amendment;
- (5) the classification and number of persons to be employed, the background of local management of the operations, and statement outlining the general conditions of employment, such as hours of work, number of days worked per week, holiday, vacation, sick leave and other benefits of employment; and
- (6) any other information as may be reasonably required by the City.

**IN WITNESS WHEREOF,** Contractor has signed and delivered this Agreement, and the City has caused this Agreement to be signed and delivered by its duly authorized officer or representative, all as of the date first set forth above.

City of Deltona

Waste Pro of Florida, Inc.

By: \_\_\_\_\_  
Dale "Doc" Dougherty, ICMA-CM  
City Manager

By: \_\_\_\_\_  
Erik Sankey  
Regional Vice President

Attest: \_\_\_\_\_  
Joyce Raftery  
City Clerk

Approved as to form and legal sufficiency for the use and reliance of the City of Deltona only

By: \_\_\_\_\_  
TG Law, PLLC, City Attorney

## **EXHIBIT A**

**City Property – as of Effective Date**

**Including:**

**Front End Containers**

**Toters**

**Hand Pickup locations to be defined**

**Recycling**

**Roll Off**

**The Contractor will provide services to the City at the listed City owned or controlled properties at no charge to the City outlined in Exhibit B. The Contractor shall furnish containers and collect garbage, trash, used tires, and recycling containers in accordance with the contract as follows;**

## **EXHIBIT B**

**Christmas Special Collection will be at a minimum of four (4) locations throughout the City as designated by the City for large boxes or disposable containers the day after Christmas such as boxes for electronic devices for televisions, computers etc. These collection locations will be manned by the Contractors personnel and there shall be no cost to the City.**

Site Name	Site Address Address Line1	Svc Code	Svc Frequency Desc
DELTONA COMMUNITY CENTER/ #2	970 LAKE SHORE BLVD	FL08SW	3 times per week
DELTONA WATER / ADMIN BUILDING	255 Enterprise Rd	FL08SW	Weekly
WASTE WATER TREATMENT	401 Fisher Dr	FL02SW	2 times per week
WASTE WATER TREATMENT	401 Fisher Dr	FL08SW	2 times per week
VANN PARK	675 Elgrove Dr	FL08SW	3 times per week
WES CRILE PARK	1537 NORBERT TERRACE	FL08SW	3 times per week
DELTONA CITY HALL	2345 Providence Blvd	FL04SW	2 times per week
DELTONA CITY HALL	2345 Providence Blvd	FL04RC	2 times per week
FIRE STATION # 61	1685 Providence Blvd	FL04SW	2 times per week
FIRE STATION # 63	2147 Howland Blvd	FL04SW	Weekly
PUBLIC WORKS/ MAINT. COMPLEX	201 Howland Blvd	FL06SW	Weekly
SHERIFF'S DEPARTMENT	1691 Providence Blvd	FL06SW	Weekly
DEWEY O. BOSTER SPORTS COMPLEX	1236 Saxon Blvd	FL08SW	3 times per week
DEWEY O. BOSTER SPORTS COMPLEX	1236 Saxon Blvd	FL08SW	3 times per week
HARRIS M SAXON PARK	2329 California St	FL08SW	3 times per week
LAKE BUTLER / SKATE PARK	301 Courtland Blvd	FL04SW	3 times per week
DELTONA FIREFIGHTERS MEMORIAL	1426 E Lombardy Dr	FL06SW	2 times per week
DUPONT LAKES PARK	2711 ELCKAM BLVD	FL08SW	3 times per week
CITY OF DELTONA	2499 Mitchell Island Rd	FL08SW	Weekly
FIRE STATION # 62	320 Diamond St	FL04SW	2 times per week
FIRE STATION #65	2983 Howland Blvd	FL04SW	Weekly
Maintenance Building	338 Diamond St	FL04SW	Weekly
PARKS MAINTENANCE CREW	1236 Saxon Blvd	FL04SW	2 times per week
CITY OF DELTONA	RED FOX RUN	FL08SW	2 times per week
THE CENTER OF DELTONA	1640 DR. MARTIN LUTHER KING BLVD	FL04SW	2 times per week
THE CENTER OF DELTONA	1640 DR. MARTIN LUTHER KING BLVD	FL04RC	Weekly
Waste Water Treatment	301 11th Ave	FL08SW	Weekly
Waste Water Treatment	301 11th Ave	FL02SW	2 times per week
Waste Water Treatment	301 11th Ave	FL02SW	2 times per week
Waste Water Treatment	301 11th Ave	FL02SW	2 times per week
Waste Water Treatment	301 11th Ave	FL02SW	2 times per week

**The Contractor shall provide, collect and dispose of the contents in the Roll Offs listed above with the City paying disposal costs (tipping fees) only.**

## **EXHIBIT C**

### **Special Events**

#### **Contractor to provide service at no additional charge**

In the event the City hosts a City Sponsored event, the Contractor will provide waste collections services to the City. If services exceed \$1,000.00, the Contractor may negotiate a collection rate over and above the first \$1,000.00.

The following is a current list of City Sponsored Special Events. The City may revise this list from time to time without need for formal amendment of the Contract.

\*\*\*\*\*

- Spooktacular
- Eggstravagana
- July 4th
- Holiday Parade
- Celtic Festival
- Back to School Event
- Amphitheater Entertainment
- Food Truck Event
- Movie in the Park
- Spruce Up Deltona
- Amnesty Days and Spring Clean Up

**EXHIBIT D**

**CERTIFICATION OF NON-COLLUSION**

The Proposer being sworn, disposes and says,

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The Contractor submitting this and its agents, officers or employees have not directly or indirectly entered into any agreements, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this request for proposal.

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SIGNATURE (AUTHORIZED)

---

COMPANY NAME

---

TITLE

---

DATE

# FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to \_\_\_\_\_  
(print name of public entity)

By \_\_\_\_\_  
(print individual's name and title)

For \_\_\_\_\_  
(print name of entity submitting sworn statement)

Whose business address is \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

And (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, shall mean a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, shall mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, shall mean:
1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, shall mean any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor

any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1(ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
(Signature)

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

Personally known \_\_\_\_\_

OR produced identification \_\_\_\_\_ Type of Identification \_\_\_\_\_

Notary Public – State of \_\_\_\_\_

My Commission expires \_\_\_\_\_

\_\_\_\_\_  
(Print, typed or stamped commissioned name of  
notary public)

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## **DRUG FREE WORKPLACE FORM**

The undersigned contractor in accordance with the Florida Statute 287.087 hereby certifies that \_\_\_\_\_ does:

1. Publish a statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, any Available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of Paragraph 1, through Paragraph 5.

As the person authorized to sign this statement, I certify that this firm fully complies with the above requirements.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature & Title

## **EXHIBIT E**

### **CITY OF DELTONA PRICE SHEETS**

Effective: **10/1/2025    10/1/2026    10/1/2027**

#### **Residential Pricing**

SW Collection	\$	11.32	\$	12.89	\$	14.52	In FY26/27 and FY 27/28 rates will be adjusted by a
Fuel	\$	1.47	\$	1.47	\$	1.47	\$1.25 per unit plus a fixed 4% CPI adjustment
YW Collection	\$	2.83	\$	3.20	\$	3.59	In subsequent years CPI and fuel will be determined
Fuel	\$	<u>0.32</u>	\$	<u>0.32</u>	\$	<u>0.32</u>	by the adjustments addressed in the contract
<b>Total Monthly Cost:</b>	<b>\$</b>	<b>15.94</b>	<b>\$</b>	<b>17.88</b>	<b>\$</b>	<b>19.90</b>	

#### **Roll Off - OT - Temp C&D**

##### **10 Cubic Yard Container**

Collection Component	\$	401.74
Fuel Component	\$	<u>41.44</u>
<b>Total Per Pull Including Disposal</b>	<b>\$</b>	<b>443.18</b>

##### **20 Cubic Yard Container**

Collection Component	\$	533.45
Fuel Component	\$	<u>54.97</u>
<b>Total Per Pull Including Disposal</b>	<b>\$</b>	<b>588.42</b>

##### **30 Cubic Yard Container**

Collection Component	\$	667.16
Fuel Component	\$	<u>68.51</u>
<b>Total Per Pull Including Disposal</b>	<b>\$</b>	<b>735.67</b>

In FY26/27 and FY 27/28 rates will be adjusted by a \$25.00 per pull plus a fixed 4% CPI adjustment  
In subsequent years CPI and fuel will be determined by the adjustments addressed in the contract  
Disposal Increases will be applied when implemented

#### **Roll Off - MSW and Class III pricing**

Collection Component	\$	334.24
Fuel Component	\$	<u>35.58</u>
<b>Total Per Pull without disposal</b>	<b>\$</b>	<b>369.82</b>

**Disposal will be calculated at \$55.55 per ton as a pass through to the customer effective 10/01/2025**

#### **Delivery, Dry Run & Relocate fee**

Collection Component	\$	158.89
Fuel Component	\$	<u>16.91</u>
<b>Total charge per action</b>	<b>\$</b>	<b>175.80</b>

Above Roll Off pricing includes a 15% franchise fee

**Note:** The Contractor will bill the customer directly for all roll off services, allowable charges including disposal. The Contractor will deliver to the City each month by the 15th a report of all additional revenues billed for the previous month along with a payment to the city in the amount of fifteen percent (15%) of the gross billing franchise fee.

# CITY OF DELTONA PRICE SHEETS

Effective Date: October 2025

## Commercial Front Load Services

		1	2	3	4	5	6	7	X- pickups
2.00	Collection	\$113.33	\$180.96	\$248.57	\$316.19	\$383.80	\$451.42	\$519.03	\$80.50
	Fuel	\$17.92	\$29.33	\$40.75	\$52.17	\$63.59	\$75.01	\$86.43	\$11.64
	Disposal	\$10.04	\$20.10	\$30.14	\$40.18	\$50.24	\$60.28	\$70.32	\$1.30
	<b>Total</b>	<b>\$141.29</b>	<b>\$230.39</b>	<b>\$319.46</b>	<b>\$408.54</b>	<b>\$497.63</b>	<b>\$586.71</b>	<b>\$675.78</b>	<b>\$93.44</b>
4.00	Collection	\$133.22	\$220.71	\$308.20	\$395.69	\$483.20	\$570.68	\$658.19	\$100.24
	Fuel	\$22.55	\$38.62	\$54.67	\$70.73	\$86.78	\$102.84	\$118.90	\$14.66
	Disposal	\$20.10	\$40.18	\$60.28	\$80.37	\$100.46	\$120.56	\$140.64	\$2.60
	<b>Total</b>	<b>\$175.87</b>	<b>\$299.51</b>	<b>\$423.15</b>	<b>\$546.79</b>	<b>\$670.44</b>	<b>\$794.08</b>	<b>\$917.73</b>	<b>\$117.50</b>
6.00	Collection	\$153.10	\$260.46	\$367.84	\$475.21	\$582.58	\$689.95	\$797.32	\$119.98
	Fuel	\$27.19	\$47.89	\$68.58	\$89.28	\$109.97	\$130.67	\$151.36	\$17.67
	Disposal	\$30.14	\$60.28	\$90.42	\$120.56	\$150.70	\$180.83	\$210.97	\$3.90
	<b>Total</b>	<b>\$210.43</b>	<b>\$368.63</b>	<b>\$526.84</b>	<b>\$685.05</b>	<b>\$843.25</b>	<b>\$1,001.45</b>	<b>\$1,159.65</b>	<b>\$141.55</b>
8.00	Collection	\$172.98	\$300.22	\$427.47	\$554.72	\$681.97	\$809.22	\$936.46	\$139.73
	Fuel	\$31.82	\$57.16	\$82.50	\$107.83	\$133.16	\$158.49	\$183.84	\$20.69
	Disposal	\$40.18	\$80.37	\$120.56	\$160.74	\$200.92	\$241.11	\$281.29	\$5.20
	<b>Total</b>	<b>\$244.98</b>	<b>\$437.75</b>	<b>\$630.53</b>	<b>\$823.29</b>	<b>\$1,016.05</b>	<b>\$1,208.82</b>	<b>\$1,401.59</b>	<b>\$165.62</b>

## Commercial Front Load Services - Compacted Pricing

		1	2	3	4	5	6	7	X- pickups
2	Collection	\$113.33	\$180.96	\$248.57	\$316.19	\$383.80	\$451.42	\$519.03	\$80.50
	Fuel	\$17.92	\$29.33	\$40.75	\$52.17	\$63.59	\$75.01	\$86.43	\$11.64
	Disposal	\$40.16	\$80.40	\$120.56	\$160.72	\$200.96	\$241.12	\$281.28	\$5.20
	<b>Total:</b>	<b>\$171.41</b>	<b>\$290.69</b>	<b>\$409.88</b>	<b>\$529.08</b>	<b>\$648.35</b>	<b>\$767.55</b>	<b>\$886.74</b>	<b>\$97.34</b>
4	Collection	\$133.22	\$220.71	\$308.20	\$395.69	\$483.20	\$570.68	\$658.19	\$100.24
	Fuel	\$22.55	\$38.62	\$54.67	\$70.73	\$86.78	\$102.84	\$118.90	\$14.66
	Disposal	\$80.40	\$160.72	\$241.12	\$321.48	\$401.84	\$482.24	\$562.56	\$10.40
	<b>Total:</b>	<b>\$236.17</b>	<b>\$420.05</b>	<b>\$603.99</b>	<b>\$787.90</b>	<b>\$971.82</b>	<b>\$1,155.76</b>	<b>\$1,339.65</b>	<b>\$125.30</b>
6	Collection	\$153.10	\$260.46	\$367.84	\$475.21	\$582.58	\$689.95	\$797.32	\$119.98
	Fuel	\$27.19	\$47.89	\$68.58	\$89.28	\$109.97	\$130.67	\$151.36	\$17.67
	Disposal	\$120.56	\$241.12	\$361.68	\$482.24	\$602.80	\$723.32	\$843.88	\$15.60
	<b>Total:</b>	<b>\$300.85</b>	<b>\$549.47</b>	<b>\$798.10</b>	<b>\$1,046.73</b>	<b>\$1,295.35</b>	<b>\$1,543.94</b>	<b>\$1,792.56</b>	<b>\$153.25</b>
8	Collection	\$172.98	\$300.22	\$427.47	\$554.72	\$681.97	\$809.22	\$936.46	\$139.73
	Fuel	\$31.82	\$57.16	\$82.50	\$107.83	\$133.16	\$158.49	\$183.84	\$20.69
	Disposal	\$160.72	\$321.48	\$482.24	\$642.96	\$803.68	\$964.44	\$1,125.16	\$20.80
	<b>Total:</b>	<b>\$365.52</b>	<b>\$678.86</b>	<b>\$992.21</b>	<b>\$1,305.51</b>	<b>\$1,618.81</b>	<b>\$1,932.15</b>	<b>\$2,245.46</b>	<b>\$181.22</b>

Above pricing includes a 15% franchise fee

Gates - Per month	\$ 34.02	per month
Wheels/roll out - Per month	\$ 34.02	per month
Delivery	\$ 127.56	
Container swap	\$ 127.56	
lock bar - Per month	\$ 34.02	per month
Bulk Pickup - Per Cubic YD	\$ 41.06	per cubic yard
Add'l for Bear Proof Can	\$ 43.99	per can

In FY26/27 and FY 27/28 rates ill be adjusted by a \$0.75 per cubic yard plus a fixed 4% CPI adjustment  
In subsequent years CPI and fuel will be determined by the adjustments addressed in the contract  
Disposal Increases will be applied when implemented

## Commercial Hand Pickup/Cart Services

### One 96 gallon cart or Equivalent Services

	1	2	3	4	5
Collection	\$37.78	\$71.90	\$107.85	\$143.80	\$179.75
Fuel	\$ 5.97	\$ 11.94	\$ 17.92	\$ 23.89	\$ 29.86
Disposal	\$ 3.09	\$ 6.17	\$ 9.26	\$ 12.34	\$ 15.43
<b>Total:</b>	<b>\$ 46.84</b>	<b>\$ 90.01</b>	<b>\$ 135.03</b>	<b>\$ 180.03</b>	<b>\$ 225.04</b>

\*Each Additional Cart per pickup per month

\$28.55

\* The city will be reimbursed the disposal fee and franchise fees will be calculated less disposal

Above pricing includes a 15% franchise fee

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**EXHIBIT F**  
**Chapter 50 SOLID WASTE**  
**ARTICLE I. IN GENERAL**

**Sec. 50-1. Authority.**

Under the authority of F.S. § 166.021 and § 403, this section is hereby enacted.  
(Ord. No. 19-2008, § 1, 7-7-2008)

**Sec. 50-2. Purpose and intent.**

- (1) The purpose and intent of this section is to ensure that all solid waste generated and accumulated within the incorporated city limits or solid waste service area shall be collected, removed, transported and disposed of to a city-designated solid waste disposal and/or recycling area by an authorized and/or licensed solid waste collector, except as otherwise provided in this section, to eliminate illegal dumping, and to promote the general health, safety and welfare of the public.
- (2) It is the intent of the city that collection and transporting of solid waste is to be done only by those authorized by the city.

(Ord. No. 19-2008, § 2, 7-7-2008)

Note(s)—Formerly § 50-34.

**Sec. 50-3. Definitions.**

For the purpose of this chapter, the following words, terms and phrases, when used, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning, or if inconsistent or in conflict with F.S. § 403. Any words, terms and phrase not defined in this section shall have their respective plain meaning if not defined in F.S. § 403.

*Authorized collector* means any collector, person, entity or corporation authorized and/or licensed to collect, transport, and dispose of solid waste in a manner required by law and that would not be detrimental to the public health, safety and welfare of the citizens of the city.

*Bulk trash* means, but is not limited to, large cuttings of vegetative and wood matter or household items which cannot be placed in a residential container or bundled due to the material exceeding the weight and/or size restrictions for regular solid waste collection. Bulk trash does not include motor vehicles or their components, boats and internal combustion engines. In the case of a dispute between a collector and a customer as to what constitutes bulk trash, the situation will be reviewed and decided by the director, whose decision will be final.

*City* means the incorporated boundary limits of the City of Deltona.

*Commercial collection service* means the solid waste collection and removal of commercial trash or as may otherwise be defined in this section.

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*Commercial property* means all improved property other than residential property and government property. Multi-family residential establishments of four units or more shall be considered commercial property. Any property requiring or utilizing commercial solid waste services shall be considered commercial property.

*Commercial refuse bin* means a large container, made of nonabsorbent material, typically metal, for commercial solid waste or recyclable material, usually of the two-cubic-yard to eight-cubic-yard size, and roll-off containers of larger capacities, which are emptied into collection vehicles by mechanical means.

*Commercial trash* means matter or debris resulting from tree removal, land clearing, land development, building demolition, home improvement, or any matter, debris, solid, hazardous or industrial waste, or other materials created as a result of a commercial activity.

*Construction and demolition debris* means discarded materials generally considered not to be water soluble and non-hazardous in nature, including but not limited to steel, glass, brick, concrete or asphalt roofing material, pipe, gypsum, wallboard, lumber, and other materials from the construction or destruction of a structure, including rocks, soils, tree remains, trees and other vegetative matter which normally results from land clearing or land development operations for a construction or demolition project.

*Customer* means any person, entity or corporation, who owns or is in possession of real property within the city boundary limits, or is provided with any type of trash removal service by an authorized collector.

*Director* means the code enforcement director or designee, or a person designated by the city commission to enforce this section.

*Disposal area* means any site, location, tract of land, area, building or premises used for solid waste accumulation or disposal which has been permitted by the State Department of Environmental Protection.

*Franchise* means a nonexclusive grant awarded by the city commission to a collector to provide collection and/or transportation service to commercial property within the city.

*Garbage* means all putrescible animal and vegetable waste including animal feces resulting from growing, processing, marketing, and consumption or preparation of food items, including containers in which it is packaged.

*Hazardous waste* means solid waste, household hazardous waste or a combination of solid wastes and other discarded material, including solid, liquid, semisolid or contained gaseous material, which, because of its quantity, concentration, or physical, chemical or infectious characteristics, may cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating, reversible illness, or may pose a substantial present or potential hazard to human health or the environment, when improperly treated, stored, transported, disposed of or otherwise managed. Such terms shall include any substance determined to be a hazardous waste by the United States Environmental Protection Agency or the State Department of Environmental Protection.

*Home improvement debris* includes, but is not limited to, carpeting, cabinets, drywall, lumber, paneling and other such construction or home repair related materials.

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*Household hazardous waste* means any discarded, useless, or unwanted chemical, material, substance or product that is or may be hazardous or toxic to the public or environment, and is commonly used in or around the household.

*Improved property* means all residential improved real property that generates or is capable of generating solid waste.

*Industrial waste* means any solid waste accumulations of metal, metal products, minerals, chemicals, rock, cement, asphalt, tar, oil, grease, glass, crockery, rubber, tires, bottles, cans, lumber, sawdust, waste from animal packing or slaughterhouses, or other materials usually created by an industrial enterprise.

*Infectious waste* means those wastes which may cause disease or reasonably be suspected of harboring pathogenic organisms, including, but not limited to, wastes resulting from the operation of medical clinics, hospitals and other facilities producing wastes consisting of diseased human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, contaminated clothing and surgical gloves.

*Junk* means any tangible item such as furniture, appliances, bicycles, boats, trailers, motor engines, waste or used tires, or similar property not having a useful purpose to the owner or abandoned by the owner and not included within the definition of the term "garbage," "yard trash" or "rubbish."

*Multifamily dwelling unit* means any building or structure containing three or more dwelling units held under common ownership and, either under common roof, having common walls, or having an agreement for the provision of solid waste services excluding condominiums less than three stories tall.

*Ownership of recyclable materials* means all recyclable materials once collected by an authorized collector or placed at an established recycling collection location become the exclusive property of the city. Recovery of recyclable materials shall be subject to all state, local, public health and safety laws.

*Recycling containers* means the receptacles purchased, leased and distributed, or placed by

or on behalf of the city, to city residents or locations within the city for the intended use as a receptacle of recyclable materials.

*Recyclable materials* means those materials which are capable of being recycled and which would otherwise be processed or disposed of as solid waste including, but not limited to, newspaper, glass, cardboard, office paper, plastic containers, aluminum and steel cans and other materials as designated by Federal, State, and local laws or ordinance.

*Refuse* means a combination of or mixture of garbage, trash, rubbish or any other solid waste materials.

*Residential container* means a 96-gallon or 64-gallon contractor provided or equivalent style and size container provided by the customer (neither city nor contractor will be responsible for damage to any customer provided containers) made of nonabsorbent material, provided with a closely fitting cover.

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*Residential improved real property* means all single-family residences and multifamily dwelling units, as defined in this section.

*Residential service* means the collection service provided by a franchise holder to any residential improved real property.

*Right-of-way* means that portion of the land paralleling any public thoroughfare between the curb line or paving line and the abutting property line.

*Rubbish* means accumulation of paper, excelsior, rags, wooden or paper boxes or containers, sweepings, bottles, cans or other containers, and all other accumulations of any nature, other than garbage, which result from housekeeping, operation of stores, offices and other commercial places.

*Section* means city Code of Ordinances, Chapter 50 and all its subparts and related references.

*Service area* means that exclusive area granted by a franchise issued by the city commission to the collector for providing collection services under this section.

*Single-family residence* means any building or structure designed or constructed for and capable of use as a residence for one family, regardless of the type of structure. Such term includes a mobile home or trailer that is erected on a separate parcel of property and not located within a commercial rental park.

*Solid waste* is a general term that includes the specific terms "bulk trash", "commercial trash", "garbage," "hazardous waste", "industrial waste", "infectious waste", "special waste", "yard trash," "junk," "rubbish," "refuse," "construction debris", "demolition debris", and "bulk trash".

*Solid waste service area* means that exclusive area designated by the city commission to be provided solid waste collection services by its authorized collector under this section.

*Special service* means the service which the owner/occupants of real property must obtain to remove, transport and dispose of solid waste which exceeds the amount of debris allowed on the day solid waste service is provided by the city, or the service necessary for the removal, transportation and disposal of bulk or commercial trash, hazardous, infectious, industrial, or special waste, junk, or other solid waste requiring the customer to contract with an authorized collector for the proper removal, transportation and disposal of such solid waste. Special service limits and requirements shall be determined by the city manager and shall be posted on the city's webpage and at city hall as well as being provided in a brochure to be distributed upon request.

*Special waste* means any waste that requires special handling and management including, but not limited to, white goods, waste tires, used oil, lead acid batteries, construction and demolition debris, ash residue, large quantity of yard trash, and biological wastes due to regulatory requirements or physical properties.

*Street* means an open public right-of-way or dedicated right-of-way with passable access.

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*Transportation license* means a license issued for a period of one year which allows persons to transport solid waste, including occupational waste by the generator of such occupational waste, provided that the person owns and operates an approved vehicle for the collection and transportation of the solid waste.

*Unacceptable container* means any residential container or commercial refuse bin which is in disrepair due to the presence of holes, cracks or tears in the bottom or sides which has been condemned and so marked by the authorized collector and a city code enforcement officer. Any container so marked must be replaced by the owner/occupant with an acceptable container prior to the next collection day.

*Yard trash* means all accumulations of leaves, grass, vegetative matter, or shrubbery cuttings and other refuse resulting from the care and maintenance of landscape, lawns, shrubbery, vines, trees and tree limbs, and land clearing operations but does not include those items defined as bulk trash. All yard waste shall be placed in containers, plastic trash bags or bundled.

(Ord. No. 19-2008, § 3, 7-7-2008; Ord. No. 15-2012, § 1, 8-6-2012; Ord. No. 01-2016, § 1, 2-16-2016)

Note(s)—Formerly §§ 50-31, 50-91.

#### **Sec. 50-4. Prohibited acts and penalty.**

- (1) *Prohibited acts.* It shall be unlawful and an offense against the city for any unauthorized person, entity or corporation to do any of the following:
  - (a) To dispose of solid waste except as provided in this section or fail to comply with a provision of a federal, state, or local law, statute, ordinance, resolution, rule, regulation or policy.
  - (b) To collect, vandalize or remove either recycling container(s) or recyclable material(s) placed in a recycling container or at a designated collection location unless written authorization is provided by the city.
  - (c) To place or cause to be placed any solid waste upon the property of another.
  - (d) To convey or cause to be conveyed over and upon any streets, roads, highways and alleyways of the city any solid waste without an appropriate license or authority.
  - (e) To deposit or dispose of any solid waste in or upon any public street, sidewalk, right-of-way or alleyway, or any stream, ditch, river, pond, creek, park or other public place in the city.
  - (f) To burn any solid waste generated or brought within the city without all applicable permits being obtained.
  - (g) To place solid waste out for collection in any location not serviced by the authorized collector.
  - (h) To remove solid wastes from a commercial refuse bin, residential or recycling container, a collection location, or curbside.
  - (i) To accumulate or cause to be accumulated any solid waste in or upon any improved real property or vacant lot for an unreasonable period of time not to exceed ten days without arranging for proper disposal.

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- (j) To place out for collection any hazardous, industrial, infectious or special waste without first arranging for proper disposal. Such waste shall be disposed of according to applicable law.
  - (k) To place any garbage, yard trash and rubbish generated from an improved real property outside of a residential container or trash bag for collection by the city authorized collector. Waste or used tires may be placed next to a residential container for collection not to exceed four per week.
  - (l) To dispose of any hazardous, industrial, infectious or special waste by placing such waste for collection by the city authorized collector. (i.e. motor oil and lead acid batteries.
  - (m) To provide solid waste or special services, or conduct a business as an authorized collector without complying with all applicable laws and regulations.
  - (n) To abuse or use recycling containers for any purpose other than for recycling items and materials.
- (2) *[Florida Litter Law.]* The city incorporates the provisions of F.S. § 403.413, the Florida Litter Law, as part of this section, and violations of said law may be subject to the enforcement provisions of this section.
- (3) *Obstruction of containers.* Customers shall not permit persons, objects, obstructions or vehicles to hinder in any way whatsoever the servicing of a residential container or commercial refuse bin by the authorized collector's vehicles and personnel.
- (4) *Penalty.* A violation of section 50-4 of the City Code of Ordinances is punishable as provided in section 1-15 of the City Code of Ordinances.
- (Ord. No. 19-2008, § 4, 7-7-2008; Ord. No. 15-2012, § 2, 8-6-2012)

#### **Sec. 50-5. Prima facie evidence of accumulation of waste.**

The fact that a parcel of real property is located and improved within the incorporated city boundary limits, designed for occupancy, or is capable of being occupied, shall be prima facie evidence that solid waste is being generated or accumulated upon such property and that the property is thus subject to the provisions of this section. Collection charges may be levied against any real property with newly constructed structures immediately following the initial connection of permanent electric utility service or whenever the first solid waste is collected from said property by an authorized collector, whichever occurs first.

(Ord. No. 19-2008, § 4, 7-7-2008)

#### **Sec. 50-6. Enforcement.**

Compliance with the requirements of this section and any incorporated provisions shall be regulated and enforced by the city's code enforcement department. A code enforcement officer is authorized to issue a warning, notice, or citation, including a fine for a violation of this section as provided in section 1-15 of the City Code of Ordinances.

(Ord. No. 19-2008, § 4, 7-7-2008)

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**[ARTICLE II. SERVICES]**  
**[DIVISION 1. COMMERCIAL SERVICES]**

**Sec. 50-7. Commercial property.**

- (1) *Proper disposal of solid waste required.* It shall be the responsibility and requirement of all owners/occupants of commercial property to contract for the removal, transportation, and disposal of solid waste with an authorized collector in a manner which would not be detrimental to the public health, safety and welfare of the citizens of the city, unless authorized by this section, and must provide copies of any receipt, agreements, or other proof, for such services, to a code enforcement officer or to the city finance department upon request.
- (2) *Use of collection service.* All owners/occupants of commercial property are mandated to subscribe to solid waste commercial collection service with a collector franchised by the city, unless authorized to do otherwise pursuant to this section. It shall be a violation of this section to dispose of solid waste except as provided in this section.
- (3) *Provision and maintenance of containers.* It shall be the responsibility of the owners/occupants of commercial property to obtain and maintain approved containers or refuse bins adequate to contain all solid waste generated from the commercial property and maintain the area surrounding the location in a clean and sanitary condition. Spillage from containers or refuse bins is not the responsibility of the authorized collector.
- (4) *Placement of containers; enclosure; base.* All commercial refuse bins, except approved recycling containers, shall conform to current city zoning regulation and must remain in compliance immediately upon any amendments adopted by the city commission of the applicable city zoning code.

(Ord. No. 19-2008, § 4, 7-7-2008)

**Sec. 50-8. Commercial exemptions.**

- (1) Exemptions from the requirement for solid waste collection for owners/occupants of commercial property shall be granted as follows:
  - (a) Exemptions shall be granted by the director only on individual parcels that contain one individual commercial establishment, and where:
    1. The owner/occupant can demonstrate to the satisfaction of the director that the solid waste generated on the property is being disposed of on the property in conformance with all applicable rules and regulations; or
    2. The owner/occupant collects and transports the solid waste generated on the property and provides evidence, such as receipts, that:
      - a. The solid waste is disposed of at a designated solid waste disposal area; and
      - b. The vehicles utilized are leased or owned solely by the owner/occupant of the commercial property; and

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- c. The personnel utilized to operate the vehicle are employed solely by the owner/occupant; and
  - (b) Exemption may be granted by the director where the property is receiving residential service.
  - (2) *Procedure.* The owner/occupant of any parcel of commercial property desiring an individual exemption may make application for such individual exemption to the director.
    - (a) The applicant shall make a request in writing to the director and shall provide, at a minimum, the following information:
      - (1) The name of the applicant; and
      - (2) The legal description of the property for which the individual exemption is sought; and
      - (3) The reason the individual exemption is sought; and
      - (4) The proposed method of collection, removal and disposal of the solid waste; and
      - (5) Indicate whether applicant meets the requirements of subsection (1)(a), (b) of this section, if applicable.
    - (b) No individual exemption shall be granted by the director which may result in the degradation of the environment or create unsightly conditions. No individual exemption shall be granted by the director unless an application has been made in accordance with the provisions in this section.
    - (c) Any person receiving an individual exemption shall not collect and remove solid waste generated on his property except in the manner proposed in the application for the individual exemption.
  - (3) *Revocation.* If the director determines that solid waste is not being collected and disposed of in a proper, sanitary and effective manner, from any improved real property, for which an individual exemption has been issued, he shall revoke the exemption. All individual exemptions granted by the director may be withdrawn at any time by the director if the conditions under which it was granted have changed.

(Ord. No. 19-2008, § 4, 7-7-2008)

#### **Sec. 50-9. Frequency of commercial collection.**

The frequency, type, nature and cost of the commercial collection service shall be established individually between the real property owner/occupant and the authorized collector within the provisions of this section, but the frequency shall not be less than once a week.

(Ord. No. 19-2008, § 4, 7-7-2008)

#### **Sec. 50-10. Remote commercial units.**

If remote or isolated real properties are unable to attract commercial service, the owner/occupant may contract with the residential collector who has been granted an exclusive residential solid waste agreement for that area. The rate shall not exceed the rate for similar service in Volusia County.

(Ord. No. 19-2008, § 4, 7-7-2008)

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**Secs. 50-11—50-20. Reserved.**

## **DIVISION 2. PRIVATE COLLECTION SERVICES**

### **Sec. 50-21. Franchises.**

Generally, the city reserves the right to establish and require franchise agreements with all waste authorized collectors providing service to any nonresidential real property owner or occupant within the city boundary limits. Applicants for franchises shall apply on forms and upon conditions required by the city. Franchises may only be granted after a duly noticed public hearing after considering the application and upon a resolution of the city commission. Performance, maintenance and operation standards shall be determined pursuant to the waste franchise agreement, along with any restrictions, insurance, bonds and other requirements, as follows:

(1) *Definitions.*

*Biological waste* means solid waste that can cause or causes or has the capacity of causing disease or infection and includes biomedical waste and other wastes capable of transmitting pathogens to humans or animals. The term does not include human remains that are disposed of by persons licensed under F.S. ch. 470.

*Biomedical waste* has the meaning given to it in Chapter 64E-16, Florida Administrative Code.

*Commercial recycling* means nonresidential materials that are capable of being recycled and which would otherwise be processed or disposed of as solid waste.

*Construction and demolition debris* means discarded materials generally considered to not be water soluble and non-hazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, including such debris from construction of a structure at a site remote from the construction or demolition project site. The term includes rocks, soils, tree remains, trees and other vegetative matter that usually result from the land clearing or the land development operations for a construction project.

*Hazardous waste* means a solid waste regulated as a hazardous waste pursuant to Chapter 62-730 Florida Administrative Code, which includes used oil.

*Shredding* means a process of reducing the articles of solid waste, usually metals through the use of grinding, shredding, milling or rasping machines.

- (2) The provisions of this section shall not apply to waste or recyclables collection services performed exclusively by the city or, if a contract or contracts with the city exists as to such services and such contract will include a negotiated franchise fee. This may include residential waste/recyclables and commercial waste. It excludes commercial waste unless same is approved by the city under a statutory (Section 403.70605(3)(b)(2)) approval process. Commercial recyclers, construction and debris collectors, biological waste, biomedical waste, hazardous waste, debris and waste products generated by land clearing,

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items not allowed at the county landfill or other approved landfill, yard waste produced by landscape maintenance contractors which is hauled away, container rental and tree removal debris, and such other miscellaneous waste/recyclable services, are all excluded and subject to separate franchise agreements.

- (3) The city may enter into an exclusive or non-exclusive franchise agreement or agreements with any person or persons to provide for any waste and/or recyclables collection services within the city to include but not be limited to those waste collection services as enumerated in [subsection] (2) above and/or as may be prescribed by state law.
- (4) Any franchise granted under the provisions of this section shall include the right to operate collection vehicles on the public streets of the city and to conduct a waste and/or recyclables collection business within the city.
- (5) The provisions of this section shall not apply to refuse collection services performed by the city in the scope of providing emergency services.
- (6) Terms of a franchise agreement;
  - a. Description of the service area.
  - b. Name of the person to perform commercial collection, transport and disposal services in the service area.
  - c. Term of the contract.
  - d. Negotiated fee or set fee and application fee.
  - e. Method of payment.
  - f. Services to be furnished.
  - g. Performance bond and conditions thereof.
  - h. Insurance provisions.
  - i. Responsibilities and obligations.
- (7) This section grants no independent authority to operate a waste/recyclables collection services business to any person—this includes all waste collection services listed in [subsection] (2) above. Such a grant can only be made by the approval of an exclusive city waste/recyclables (residential) agreement and/or commercial approval—subject to statutory process. For all excluded waste as listed in [subsection] (2) above, the granting of a franchise agreement to a specific franchisee who has complied with the provisions of this section by the city commission is required to legally operate within the city.
- (8) Terms:
  - a. For the initial one-year term of any franchise granted after this section is adopted the franchisee shall pay:
    1. A \$500.00 application fee.
    2. A franchisee fee of \$1,700.00/year and 15 percent of the gross receipts/month of waste/recyclables collected within the City's geographical limits.
    3. The franchise agreement must be renewed each year and a new franchise fee will be assessed.
  - b. The city commission may amend and or set future charges and fees by adoption of a resolution.
  - c. No franchise agreement shall be transferred or assigned to another person without first obtaining the written and formal approval of the city manager. Application for a transfer must be made in writing and provide the city manager with such information as he or she may determine to be reasonably necessary and each application shall be

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accompanied by an application fee in the amount of \$500.00 or such other amount established by a future resolution adopted by the city commission.

(9) All assessed administrative charges against the contractor will be due and payable to the city from the contractor within 30 days of notification to the contractor by the city.

(10) Failure of the franchisee to correct violations and/or pay any assessed administrative charges shall be handled as a code violation under chapter 2, article II - Code Enforcement and Special Master, whereby the franchisee shall receive notice of a code violation and failure to take proper action to resolve same will result in hearing in front of the city's special master.

(11) No opportunity for cure. The following administrative charges may be assessed without the need to give the franchisee the opportunity to cure:

a. Collection services outside of permitted hours.

\$300.00 per incident

b. Failure to clean spillage of any type in accordance with franchise provisions.

\$200.00 per incident

c. Failure to repair damage to customer's property within seven days.

\$350.00 per incident

d. Failure to provide clean, safe and sanitary equipment at beginning of each work schedule.

\$500.00 per incident

e. Failure to provide documents and reports in a timely and accurate manner as per franchise agreement.

\$250.00 per incident

f. Equipment operator not properly licensed.

\$500.00 per incident

g. Failure to cover materials, if appropriate, on all collection vehicles.

\$250.00 per incident

h. Name and phone number not displayed on all equipment and containers.

\$250.00 per incident

i. Using improper equipment to service customers.

\$250.00 per incident

j. Causing hydraulic spills or leaks as well as any other fluids having potential damage or stain to asphalt, concrete or other roadway surface, skid marks and or spillage marks on roadways, private driveways or any thoroughfare within the city. Franchisee will carry appropriate (non-hazardous) materials to effectively clean up the spill and follow recommended protocol (Florida Fire Prevention Code - 2017, as amended & National Incident Management System - Region 5) to prevent fluids reaching stormwater/drainage ditches that flow into the city's water supply.

\$500.00 per incident

k. Failure to close gates on dumpster enclosures as well as any container lids.

\$250.00 per incident

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- l. Loaded vehicles left standing on street unnecessarily.

\$150.00 per incident

- m. Failure to report accidents, damage, or spillage to the city immediately and provide a copy of a written report the same day to the city.

\$250.00 per incident

- n. Failure to clean spillage caused from commercial route vehicles leaking from collected waste.

\$200.00 per incident

- o. Failure to drive in proper direction.

\$100.00 per incident

- (12) Should the franchisee commit any of the breaches described herein in franchisee's obligations under a franchise agreement, the city shall be entitled to require franchisee to come into compliance and assess against the franchisee the amounts listed above, not as a penalty but as administrative charges.

(Ord. No. 19-2008, § 4, 7-7-2008; Ord. No. 07-2019, § 1, 4-15-2019)

### **ARTICLE III. RATES, REGULATIONS AND MISCELLANEOUS PROVISIONS**

#### **Sec. 50-22. Establishment of rates.**

*Generally.* The city reserves the right to establish by ordinance a commercial rate schedule.

(Ord. No. 19-2008, § 4, 7-7-2008)

#### **Sec. 50-23. Transportation license.**

- (1) *Businesses generating occupational waste.* Certain persons who own businesses for which the transportation of certain occupational waste is an integral part of the performance of that occupation shall obtain a license to transport these wastes to the disposal area designated by the director. Examples of such occupations include but are not limited to building, roofing, demolition and land-clearing contractors; lawn care services; and tree surgeons.
- (2) *Application.* Each such person shall make application for a license to the director on forms containing:
  - (a) The name and address of the person;
  - (b) A description of the occupation;
  - (c) A description of the solid waste the occupation produces;
  - (d) A description of the equipment to be utilized; and
  - (e) An agreement to comply with all conditions of the license and provisions of this section.
- (3) *Term.* The length of term for a license to transport solid waste shall not exceed one year.
- (4) *Revocation.* The director may revoke a license at any time if the person holding such license is in violation of the provisions of this article or the conditions of the license.

(Ord. No. 19-2008, § 4, 7-7-2008)

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**Sec. 50-24. Free service.**

Unless authorized by the city commission, there shall be no free services rendered for the collection, transportation or disposal of solid waste.

(Ord. No. 19-2008, § 4, 7-7-2008)

**Sec. 50-25. Charge imposed; collection.**

It is hereby authorized that the city shall impose a charge for the collection of solid waste on all residential improved real property within the city. The amount of such charge for solid waste collection shall be the rate established by the city commission and from time to time amended. The charge shall be imposed against the owners of all residential improved real property in the city, regardless of the occupancy of such property.

The city commission reserves the right to establish a charge for the collection of solid waste on all commercial improved real property and establishments.

(Ord. No. 19-2008, § 4, 7-7-2008)

**Sec. 50-26. Charge to constitute lien; delinquency.**

Pursuant to F.S. § 180.135, all charges imposed against the owners of residential improved real property within the city under the provisions of this section shall constitute and are hereby imposed as liens against such residential improved real property as of the date the charge is imposed or when service is provided. Until fully paid and discharged or barred by law, such charges shall remain liens equal in rank and dignity with the lien of ad valorem taxes and superior in rank and dignity to all other liens, encumbrances, titles and claims in, to or against the residential real property involved.

(Ord. No. 19-2008, § 4, 7-7-2008)

**Sec. 50-27. Residential exemptions.**

- (1) Exemptions from the charge imposed by this section may be granted by the director on individual parcels of residential improved real property meeting the following guidelines:
  - (a) The property is ten acres in area or more and is a single-family residence and the owner/occupant has made other arrangements, approved by the director for the disposal of their solid waste; or
  - (b) The director determines that it would be in the best interest of the individual and the city to exempt the property from collection and must demonstrate that the owner has a proper, sanitary, effective method of removing, collecting, disposing and transporting of the solid waste generated on the owner's property; and that such disposal is being achieved in conformance with all applicable laws, rules, ordinances and regulations. Residents receiving individual exemptions shall not collect and remove solid waste generated on their property except in the manner proposed in the application for the individual exemption.

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- (2) *Procedure.* The director shall review a written request from the applicant, and, if it meets the criteria set out in this section, the director shall grant an individual exemption. Upon the issuance of an individual exemption, the director shall have the property removed from the solid waste collection charge records.
  - (3) *Appeals.* If the director denies the applicant for an individual exemption, then within ten working days of the denial, the applicant may make a formal written appeal to the city commission. The decision of the city commission shall be binding and final.
- (Ord. No. 19-2008, § 4, 7-7-2008)

**Sec. 50-28. Duties of customers; placement of solid waste for collection.**

- (1) All garbage and rubbish generated from a residential improved real property shall be bagged by the customer, placed in residential containers and then placed at the applicable collection point on the designated solid waste collection day. Garbage and rubbish must be placed in the residential container for pick-up. Solid waste collection days shall be established by the director.
- (2) Each residential improved real property shall be entitled to place up to two residential containers, per week on designated collection days for that customer. Excess material shall not be placed outside the container with the exception of the collection day following Christmas Day, New Year's Day and any amnesty day(s) determined by the city. Used tires not to exceed four per week are allowed and may be placed outside the residential container. Customers who generate excess material above the two residential containers shall be required to obtain an additional container. Such customer shall be required to pay an additional monthly fee for such additional container. There shall be three designated collection days per week, one day shall be for "yard trash," one day shall be for solid waste and the other shall be for recycling collection. The director may add additional collection days if it is deemed necessary for the public health, safety and welfare.
- (3) Each residential improved real property shall be entitled to place one large (bed, couch, etc.) or two small (chair, end table, etc.) bulk trash or junk items at the collection point on the collection day designated for such collection. Bulk trash or junk item pick up shall be scheduled through the contractor prior to placing the item(s) out for pickup. Excessive amounts of bulk trash or junk may require special service with fees applied.
- (4) Each residential improved real property shall be entitled to place up to 16 bags of yard waste or piles of limbs, bundled or a combination thereof, and each not to exceed 60 pounds on designated collection days for that customer. Limbs should not exceed four feet in length or six inches in diameter. The bags and/or piles of limbs may be placed in 32-, 64- or 96-gallon containers. Yard waste shall not be placed at the collection point prior to 6:00 p.m. the day prior to collection, if containers are used they shall be removed no later than 9:00 p.m. on collection day. Larger size or additional quantities of yard trash will require a special pickup scheduled through the contractor with fees applied. Tree removal, land clearing, land development, building demolition or home improvement debris shall be scheduled through the contractor and shall be disposed of as a special service with fees applied.
- (5) The customer shall place all solid waste at the following collection points for the specified categories of property:

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- (a) For a single-family residence, solid waste shall be placed at a point within the right-of-way abutting the driveway of such residence no further than three feet from the curbline or paving line, or, if no right-of-way exists which abuts the customer's property, at a point no greater than three feet from the paving line, of the roadway and abutting the driveway of such residence. A customer who resides on a private road must place, and allow access to their residential container abutting their driveway.
- (b) For multifamily dwelling units, waste shall be placed at a point designated by the collector in consultation with the customer, which will maximize economy of collection of the solid waste while considering the public health and the convenience of the customer.
- (c) Authorized collector shall provide rear-door collection to certified handicapped residents unable to place containers pursuant to this subsection without extra charge.
- (d) Customers must ensure that containers may be picked up without interference from pets or other sources and that the safety of the authorized collector is not threatened.
- (e) Containers shall be removed no later than 9:00 p.m. on collection day and shall not be placed at the collection point prior to 6:00 p.m. the day prior to collection.
- (f) Where road access is not passable by the authorized collector, the customer must place solid waste at nearest passable public right-of-way.
- (6) In the event of a dispute between the collector and a customer regarding the location of the collection point, the collector's decision shall be subject to review by the director. The director's decision shall be final and binding.
- (7) Customers are encouraged to separate recyclable material from other solid waste and place such material in recycling containers for pick up by the collector on the day designated for collection.
- (8) When trash bags are used, the integrity of the bags and their contents shall be the responsibility of the customer. Ruptures of bag or damage from any cause, resulting in the scattering of solid waste, shall obligate the customer to reassemble all of the solid waste and provide an undamaged bag or other receptacle prior to pick-up by the city. The scattering of solid waste (littering) shall be subject to a fine.
- (9) The location of garbage, recycling and yard waste containers located at residential properties, when not set out for the day of pickup, shall be kept away from the front of any building or premises. No garbage, recycling, yard waste or container shall be kept or maintained upon or adjacent to any street, sidewalk, parkway or front yard and no such container shall be placed within five feet of any property line. No garbage can, recycling container or yard waste container shall be deposited upon an adjoining lot or premises, whether vacant or improved, occupied or unoccupied, or in any street or alley in the city. All garbage cans shall have a closeable lid and the lid shall be closed at all times except when it becomes necessary to lift the lid to deposit garbage in the garbage can or empty such can in a garbage truck.
- (10) Violations of any section of this chapter shall have the following civil penalty:

First offense	Repeat offense
Up to \$250.00	Up to \$500.00

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(Ord. No. 19-2008, § 4, 7-7-2008; Ord. No. 15-2012, § 3, 8-6-2012; Ord. No. 01-2016, § 2, 2-16-2016)

**Sec. 50-29. Collection contract required; terms and conditions.**

- (1) *[Contract.]* An authorized collector shall enter into a solid waste collection contract in the form of an agreement with the city for the sole and exclusive right and duty to provide for the collection of all solid waste from residential improved real property in the city. The solid waste collection contract created after the adoption of this section shall set forth the following terms and conditions:
  - (a) *Service area.* The service area shall be that area defined in this section. If annexation by the city should occur, the contractor collector shall be bound by F.S. § 171.062(4).
  - (b) *Term of contract.* Solid waste collection contracts will be issued for a maximum period of no greater than ten years and may include an option to renew the terms of the contract. All original contracts and renewals shall be granted by resolution only after a public hearing and upon approval of the city commission.
- (2) *Performance and operation standards.* Performance and operation standards shall be determined pursuant to the solid waste agreement along with any restrictions, insurance, bonds, and other requirements.
- (3) *Time and manner of collection.* Collector shall make collections with a minimum of noise and disturbance to the occupants of the building and shall not collect from residential collection points prior to the hour of 6:00 a.m. or after 8:00 p.m. Containers shall be handled carefully by the collector and shall be thoroughly emptied and placed at least three feet away from the edge or pave line of the roadway and abutting the driveway, where possible.
- (4) *Protection of customer's property.* Collector shall use pedestrian walkways while on private property. No trespassing or crossing property to a neighbor's premises is permitted unless residents or owners of both such properties have approved. Care shall be taken to prevent damage to containers by unnecessarily rough treatment, and to property, including flowers, shrubs and other plantings.
- (5) *Authority of the director.* The director shall decide any and all questions which may arise concerning the quality and acceptability of the work and services performed by the collector, the manner of performance, the rate of progress of said work, the interpretation of the provisions of the solid waste agreement and the acceptable fulfillment of their duties. In addition, the director shall determine the amount, quality and character of the work performed. Collector shall have the right to appeal any decisions or findings of the director to the city commission, whose findings and conclusions shall be final and binding.
- (6) *Cooperation with director.* Collector shall furnish the director with every reasonable opportunity for ascertaining whether or not the duties of the collector are being performed in accordance with the terms of the solid waste agreement. Collector shall designate in writing the person to serve as agent between his organization and the city.

(Ord. No. 19-2008, § 4, 7-7-2008)

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**Sec. 50-30. Service areas.**

The city commission shall have the power and authority to create exclusive service areas for any portion or the entire city, and to enter into solid waste agreements for the collection of solid waste within the service area. The exclusive service areas may be for the collection of residential solid waste or commercial solid waste, or both.

(Ord. No. 19-2008, § 4, 7-7-2008)

**Sec. 50-31. Recycling program; purpose.**

The City of Deltona is authorized, pursuant to F.S. § 403.706, to require and direct all residential properties and industrial, commercial, and institutional establishments to establish programs for the separation of recyclable materials and to provide for their collection. This provision prohibits any person from knowingly disposing of recyclable materials in violation of this section which is necessary to protect public health and safety.

(Ord. No. 19-2008, § 4, 7-7-2008)

**Sec. 50-32. Recycling collection day and placement.**

All owner(s)/occupant(s) of improved real property should place only recyclable materials in a recycling container(s) and place such containers at the collection point next to residential container(s) on the same day as the designated collection day for solid waste collection. The city shall make available pamphlet(s) describing the recycling program and procedures.

(Ord. No. 19-2008, § 4, 7-7-2008)

**Sec. 50-33. Sanitation.**

Receptacles, residential containers and adjacent areas where residential containers or solid waste are either stored or placed shall be kept in a clean, dry and sanitary condition at all times by the owner or occupant of the premises. Containers shall always be kept tightly covered.

(Ord. No. 19-2008, § 4, 7-7-2008)

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## **EXHIBIT G**

### **Bid # 17006 SOLID WASTE ABATEMENTS SCOPE OF SERVICES**

**Scope:** To provide abatement work needed to clear properties of trash, debris and removal of dead, diseased or fallen trees for Enforcement Services, Solid Waste Division, on an as needed basis, as a annual contract for a period of two years with the option to renew for two additional one year periods. These services shall be performed at specific vacant, abandoned or occupied properties, as designated by the City Code Ordinance. Code ordinance states that if the property owner does not remove the condition(s), the City shall have the conditions(s) corrected at the owner's expense. Trash, debris and trees must be separated and transported to an authorized disposal facility. Disposal charges are paid separately, based on actual charges incurred per an invoice from the disposal facility.

#### **Specific Requirements:**

1. The successful bidder(s) shall secure any and all required licenses imposed by law and ordinance and pay all charges and fees associated those licenses. Before issuance of a contract to the successful bidder, copy of the actual license shall be provided to the Purchasing Division.
2. The successful bidder(s) shall provide a Certificate of Insurance before issuance of a contract. See Exhibit "A" for Insurance Requirements.
3. Awarded vendor(s) shall furnish all labor, materials, equipment and services necessary to complete assignments.
4. The successful bidder(s) shall observe all ordinances regarding the obstruction of streets and driveways, maintaining signals and open passageways, and protecting the same where exposed.
  - a. Proper safety precautions shall be used at all times and shall remain the successful bidder's responsibility.
  - b. The successful bidder shall be responsible for providing, maintaining and transporting all necessary and customary equipment, tools and fuel needed to fulfill the contract. In no event shall the City be responsible for any damages to any of the successful bidder's equipment or clothing either lost, damaged, destroyed or stolen.
  - c. Work must be done to the satisfaction of the department. If not completed to the department's satisfaction, the successful bidder shall return and complete at no additional charge.
5. The City reserves the right to periodic reviews with the successful bidder. The City shall NOT be responsible for payment to contractor for any briefings or meetings held between the City and the successful bidder, as these meetings are to the mutual benefit of both parties.
6. Due to requirements placed on the City by State Statutes, **all work shall be completed within (48) hours from original notification.** A work authorization form from the Code Enforcement Inspector or Designee shall constitute notification.
7. Failure to comply with the request for service within the required amount of time or communicate inability to comply may constitute a breach of contract.

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- a. Inclement weather shall mean severe weather (rain or drought), may be a reason to delay work; however, communication of delay must be given to the Code Enforcement Inspector or Designee.
  8. All equipment placed in service shall be properly maintained by the Contractor(s).
  9. Contractor's personnel shall wear appropriate apparel while on City property or while working on any city project.
  10. The Contractor shall at all times guard against damage or loss to the property of the City or of other contractors or property owners and shall be held responsible for replacing or repairing any such loss or damage. The city may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property through negligence of the Contractor or the agents.

### **1. SAFETY AND FIRE PROTECTION**

Contractor shall at all times conduct all operations under the contract in a manner to avoid risks of bodily harm to persons, damage to any property and fire. Contractor shall be responsible to take all precautions necessary and continuously inspect all work, materials and equipment to discover, determine and correct any such conditions which may result in any of the aforementioned risks.

### **2. PROJECT MANAGEMENT**

A Code Enforcement Inspection or designee shall be designated by the City. During the course of the project, the Code Enforcement Inspector or designee will be the City's representative, and be responsible for assuring the proper completion of the project by the Contractor.

### **3. SCHEDULING**

The City shall approve all work hours and schedules. In general, all work shall be performed during daylight hours. No work shall be done when weather conditions limit good visibility.

### **4. AWARD**

The City reserves the right to award on an "All-or-None" basis, or to award on an "Item-by-Item" or "Group-by-Group" basis or to award to more than one company, whichever is in the best interest of and/or most advantageous to the City. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completed the **Drug Free Workplace** form (enclosed), shall be given preference in the award process.

### **5. POST AWARD MEETING**

Within 5 working days after receipt of notification of award of bid, awarded Bidder shall meet with the City's representative(s) to discuss job procedures and scheduling.

### **6. QUALIFICATION OF BIDDERS**

This bid shall be awarded only to a responsible, responsive Bidder, qualified by experience to provide the work specified. The Bidder shall submit the following information with his proposal:

- List and brief description of similar work satisfactorily completed with dates of contracts, name and addresses of owners, and contact people.
- List of equipment available to do the work required. Include make, model, quantity, year of manufacture and condition of the equipment.
- List of personnel, by name and title, contemplated to perform the work.

Failure to submit the above requested information may be cause for rejection of your bid. Information previously submitted to the City in response to another Invitation to Bid shall not satisfy this requirement.

### **7. INSPECTIONS**

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The City of Deltona reserves the right to inspect all equipment prior to an award being made or at any time during the term of the contract. The type and amount of equipment, along with the number of the contractor's personnel will be taken into consideration in award of this bid.

#### **8. PERFORMANCE PROBATION PERIOD**

The successful awardee(s) will immediately enter into a three-(3) month probationary period upon start up of work assignment. During this time, City staff will closely scrutinize the awardee(s) performance. If the awardee performance fails to consistently meet the standards specified within the bid, his/her contract will be promptly canceled. If his/her performance is acceptable, then he/she will be so notified and the contract will extend through the stated expiration date.

#### **9. EQUIPMENT**

All equipment placed in service shall be properly maintain

#### **10. PAYMENT**

- Payment shall be based on pre-determined units of measure and shall be paid according to those units.
- The "awardee(s)", upon completion of work orders, shall request an inspection by the Enforcement Services Director or designee.
- The Enforcement Services Director, Inspector or designee shall approve completed work orders performed to specifications and authorize payment when invoiced.
- Payment for services will be accomplished by submission of an invoice, in duplicate, to: City of Deltona, Accounts Payable, 2345 Providence Blvd., Deltona, FL. Invoice must reflect purchase order number.

#### **11. CANCELLATION**

The City reserves the right to cancel this contract without cause or penalty. The awarded Bidder, for good cause, upon ninety (90) days prior written notice may cancel this contract.

#### **12. PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES**

The submission of any bid in response to this Invitation to Bid also constitutes a bid made under the same terms and conditions, for the same contract price, and for the same effective period as this bid, to other governmental agencies.

Each governmental agency desiring to accept these bids, and makes an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this bid. This agreement in no way restricts or interferes with the right of any political subdivision to rebid any or all items.

#### **13. INSURANCE**

The Contractor shall furnish proof of insurance as outlined in Exhibit A. Insurance certificates must be sent to:

The City of Deltona  
Attn: Kate Krauss, Purchasing Manager  
2345 Providence Boulevard  
Deltona, FL 32725

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**EXHIBIT H**

**E-VERIFY AFFIDAVIT**

In accordance with Section 448.095, Florida Statutes, the City requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The CITY will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

**The contracting entity must provide of its proof of enrollment in E-Verify.** For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☐ **Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

Signed, sealed and delivered by:

\_\_\_\_\_  
Witness #1 Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Witness #2 Print Name: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Entity Name: \_\_\_\_\_

**ACKNOWLEDGMENT**

State of Florida

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_  
(name of person) as \_\_\_\_\_ (type of authority) for \_\_\_\_\_  
\_\_\_\_\_ (name of party on behalf of whom instrument is executed).

\_\_\_\_\_  
Notary Public (Print, Stamp, or Type as  
Commissioned)

\_\_\_\_\_  
Personally known to me; or

\_\_\_\_\_  
Produced identification (Type of Identification: \_\_\_\_\_)

\_\_\_\_\_  
Did take an oath; or

\_\_\_\_\_  
Did not take an oath

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**AFFIDAVIT ATTESTING TO  
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES**

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that:**

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.
2. I am an officer or representative of \_\_\_\_\_, a nongovernmental entity.
3. \_\_\_\_\_ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

**Under penalties of perjury, I declare that I  
have read the foregoing and the facts stated  
in it are true:**

\_\_\_\_\_  
Witness #1 Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Witness #2 Print Name: \_\_\_\_\_

\_\_\_\_\_  
Entity Name: \_\_\_\_\_

**OATH OR AFFIRMATION**

State of Florida

County of \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_  
(name of person) as \_\_\_\_\_ (type of authority) for \_\_\_\_\_  
\_\_\_\_\_ (name of party on behalf of whom instrument is executed).

\_\_\_\_\_  
Notary Public (Print, Stamp, or Type as  
Commissioned)

\_\_\_\_\_  
Personally known to me; or

\_\_\_\_\_  
Produced identification (Type of Identification: \_\_\_\_\_)

\_\_\_\_\_  
Did take an oath; or

\_\_\_\_\_  
Did not take an oath

**AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH  
ENTITIES OF FOREIGN COUNTRIES OF CONCERN**

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. \_\_\_\_\_ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

**Under penalties of perjury, I declare that I  
have read the foregoing and the facts stated  
in it are true:**

Witness #1 Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Witness #2 Print Name: \_\_\_\_\_

Entity Name: \_\_\_\_\_

**OATH OR AFFIRMATION**

State of Florida

County of \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_  
(name of person) as \_\_\_\_\_ (type of authority) for \_\_\_\_\_  
\_\_\_\_\_ (name of party on behalf of whom instrument is executed).

\_\_\_\_\_  
Notary Public (Print, Stamp, or Type as  
Commissioned)

\_\_\_\_\_ Personally known to me; or

\_\_\_\_\_ Produced identification (Type of Identification: \_\_\_\_\_)

\_\_\_\_\_ Did take an oath; or

\_\_\_\_\_ Did not take an oath