

Attachment A
SCOPE OF SERVICES

I. Definitions

All terms in this RFP shall have the same definitions as in **Article 2. Definition and Interpretations**, of the Franchise Agreement.

II. General Terms

A. Vehicles and Equipment

1. The Franchisee shall have on hand at all times, in good working order, such equipment as shall permit the Franchisee, adequately and efficiently, to perform its contractual duties under this Agreement, including trucks, Commercial Containers, and other equipment. Franchisee shall also have available reserve vehicles and equipment that can be put into service within twelve (12) hours of any breakdown or malfunction. Such reserve equipment shall correspond in size and capacity to the equipment used by the Franchisee to perform the contractual duties and shall be no older than seven (7) years.
2. Vehicles used by Franchisee in the performance of this Agreement shall be clearly identified with Franchisee's name, local phone number, truck number and tare weight. Letters and number shall be at least four (4) inches high.
3. All equipment shall be purchased or leased from nationally known and recognized manufacturers of garbage collection and disposal equipment.
4. As of October 1 of each year of the contract, the average age of the primary collection equipment used in the performance of this contract shall be no more than three and one-half (3.5) years with a maximum age of seven (7) years. All replacement and added primary collection vehicles shall be new equipment unless otherwise agreed in writing by the Town. Franchisee shall have Commercial Containers available for Customers, for both short and long term use, in sufficient quantity and variety of sizes to meet the needs of the Town's service area.
5. List of Vehicles and Equipment. On or before March 31 of each year, Franchisee shall provide the Town Manager with a list of the trucks and other Collection equipment that will be used by Franchisee to provide services under this Agreement. The list shall include the license tag number for each truck and the identification number (if any) for each Commercial Container. Franchisee shall revise and resubmit the list to the Town Manager during the term of this Agreement if there are any changes to the list of trucks, other Collection equipment, or Commercial Containers. The requirements of this paragraph do not apply to: (a) trucks and other Collection equipment used in the Town for 30 days or less; or (b) bona fide demonstration trucks and other Collection equipment.
6. Condition of Equipment. All of Franchisee vehicles shall be kept in a clean, sanitary condition and in good repair. Any vehicle emitting excessive odor shall be taken out of service and washed prior to being placed back in service. All vehicles and auxiliary equipment shall be regularly maintained in a manner necessary to prevent the release or discharge of Solid Waste, Recyclable Materials, oil, hydraulic fluids, or other fluids into the environment. Franchisee vehicles shall not emit visible air emissions during normal operation. Franchisee vehicles shall be in compliance with all Applicable Laws, including, without limitation, laws concerning noise, air pollution, and traffic safety.

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7. Inspection of Vehicles and Equipment. The Town Manager may inspect the operations, vehicles, and equipment of Franchisee at any reasonable time upon giving of reasonable notice and Franchisee shall allow the Town Manager to make such inspections.
- B. Franchisee Operations Manager.** Franchisee shall assign a qualified person or persons to be in charge of Franchisee operations within the Town. Within three (3) days after the Town signs this Agreement, Franchisee shall provide the Town Manager with a written list containing the names and telephone numbers of Franchisee operations manager and other key personnel, and the telephone numbers that are to be used to contact Franchisee in the event of an emergency.
- C. Personnel.** All of Franchisee's employees shall be properly trained and qualified to perform the tasks assigned to them. Franchisee shall provide routine training in operating and safety procedures for all of Franchisee employees that are directly involved in the collection of Solid Waste in the County. Each driver of Franchisee vehicles shall at all times carry a valid Florida driver's license for the type of vehicle that is being driven. Franchisee employees shall wear a uniform, shirt, or vest bearing the Contractor's name whenever they are collecting or transporting Solid Waste in the Town. Franchisee personnel shall not scavenge for Solid Waste or Recyclable Materials.
1. Polite and Courteous Behavior. Franchisee's employees shall treat all Customers in a polite and courteous manner. All personnel of Franchisee shall refrain from belligerent behavior and profanity. Franchisee personnel shall not request tips or payment of any kind from Customers. Franchisee shall promptly take appropriate action to correct any such behavior or language.
 2. Employee Wages and Benefits. Franchisee shall comply with all Applicable Laws relating to wages, hours, overtime, disability, and all other matters relating to the employment and protection of employees, now or hereafter in effect.
- D. Spillage.** The Town Manager shall have the authority to require that any vehicle operated by the Franchisee which is leaking and/or spilling fluids, Refuse, Recyclable Materials or Yard Trash be immediately removed from service. The Franchisee shall immediately notify the Town Manager of any spills and shall provide an on-site supervisory response within one hour. Clean up of any spills shall be completed as soon as possible, but no later than four hours after the incident. Franchisee shall notify the Town Manager in writing of the remedial action taken.
- E. Days and Hours of Residential and Commercial Collection Services**
1. Residential and Commercial Collection Services shall be provided Monday through Friday, beginning no earlier than 7:00 am and ending no later than 5:00 pm, unless previously authorized in writing by the Town Manager in response to an Uncontrollable Force or due to equipment failure.
 2. Holidays. Residential and Commercial Collection Services shall not occur on Sundays or the holidays of July 4th, Labor Day, Thanksgiving, Christmas or New Year's Day, unless necessary to respond to an Uncontrollable Force. Residential and Commercial Solid Waste does not need to be collected by the Franchisee on any holiday when the County Landfill is closed. If the Residential or Commercial Collection Service is scheduled to be provided on a holiday, Franchisee shall provide collection on the next regularly scheduled Collection Day.

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F. Complaints

1. Office. Franchisee shall maintain an office in Indian River County or in a contiguous county. Franchisee shall maintain two or more telephone number(s) where service inquiries and complaints can be received by Franchisee. Franchisee's office shall be staffed with trained, responsible persons on duty during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, and 8:00 a.m. to 12:00 p.m. on Saturday, except holidays. Franchisee shall use either a telephone answering service or answering machine to receive service inquiries and complaints during those times when the office is closed. Franchisee also shall develop a system, subject to the Town Manager's approval, for receiving Emergency calls from the public at any time, and for communicating with the Town regarding emergency matters.
2. Customer Complaints. If the Town receives a complaint regarding Contractor's service under this Agreement, the complaint shall be immediately forwarded to Contractor by telephone, e-mail or facsimile. Franchisee shall respond to the complaint within twenty-four hours after Franchisee receives the complaint. When the complaint is received after twelve o'clock noon on a Saturday or on a day preceding an approved holiday, Franchisee shall respond to the complaint no later than the next day that is not a holiday or Saturday. Upon resolution of the complaint, Franchisee shall notify the Town within twenty-four hours, by telephone, e-mail or facsimile, of the action taken to resolve the complaint.
3. Records. Franchisee shall keep a written record of all complaints it receives regarding Franchisee's service under this Agreement. Franchisee shall use a standard form to record the pertinent facts regarding each complaint and how it was resolved. The form shall identify the time and date when a complaint was received, when Franchisee responded to the complaint, and when the complaint was resolved. Franchisee records and forms shall be kept up to date and shall be maintained throughout the term of this Agreement. Copies of the complaints and forms shall be kept at Franchisee's office in Indian River County and shall be available for inspection by the Town Manager during normal business hours.
4. Notice of Certain Types of Complaints. Franchisee shall immediately notify the Town Manager if it receives a complaint involving a claim of personal injury, death, or property damage resulting from its own actions in the Town. Franchisee shall provide the Town Manager with a written report about any such matters within three business (3) days after Franchisee receives the complaint.
5. Customer Noncompliance. If Franchisee refuses to collect Solid Waste from a Customer because the Customer failed to properly prepare or place the Solid Waste for Collection, Franchisee shall provide written notification to the Customer explaining why the Solid Waste was not collected and what the Customer must do to properly prepare or place the Solid Waste for Collection. Franchisee's initial notice may consist of its Collection crew leaving a written notice or tag on the Garbage Receptacle or Solid Waste in question. In addition, a copy of the notice must be forwarded to the Town Manager.
6. Dispute of Material to be Collected. Should a question arise as to whether or not an object or material to be collected falls under the terms of the Agreement after following

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the procedure described in section II.F.5 above, the Town Manager or his designated representative shall make the final decision.

III. Exclusive Residential Collection Service

- A. **Franchisee's Obligations to Residential Customers – General.** Although it is possible that some residents reside in the Town only during certain seasons, all Residential Containers are to be checked each collection day throughout the year.
1. **Curbside Service.** For Residential Units receiving Curbside Collection Service, the Curbside Collection Point shall be located within five (5) feet of the curb, the paved surface of a public roadway, the closest accessible public right-of-way, or other location agreed to by Franchisee and Customer that provides safe and efficient access for the Collection crew and vehicle. If a Customer is physically unable to deliver their Residential Solid Waste to the Curbside Collection Point, or the Residential Unit is not accessible to the Collection crew or vehicle, an alternative location shall be designated by the Customer and Franchisee, at no extra cost to the Customer.
 2. **In-Ground Service.** For Residential Units receiving In-Ground Service, Refuse is placed in underground containers covered by hinged lids. Most residences have two containers located in the side or back yard but they may also be located in the front yard.
 3. **Back-Door/Side Door/Garage Service.** For Residential Units receiving Back-Door/Side Door/Garage Service, Refuse is placed in containers located in the back yard, side yard, or in front of the garage.
- B. **Frequency of Residential Solid Waste Collection Service – Garbage and Trash.** At least two (2) times each week, the Franchisee shall collect Garbage and Trash from those Customers that requested Residential Solid Waste Collection Service. The Collections of Garbage and Trash shall be at least (3) days apart.
- C. **Frequency of Service – Yard Trash.** Yard Trash shall be collected from Residential Units receiving Residential Yard Trash Collection Service at least one (1) time per week. Yard Trash shall not be commingled with Garbage. Yard Trash will be collected curbside.
- D. **Franchisee's Obligations – Yard Trash.** All Yard Trash, except palm fronds, must be bundled or bagged in a biodegradable bag, or containerized by Customer. All Yard Trash must be: separated from Garbage, Trash, and Bulk Trash; no more than four (4) feet in length and no more than three (3) inches in diameter; less than 50 pounds; and placed neatly at the Curbside Collection Point by Customer. Natural Christmas trees will be collected as Yard Trash, provided that the sections of the tree are not more than 8 feet in length or more than 50 pounds. Franchisee shall not co-mingle Yard Trash and other types of Solid Waste in Franchisee's Collection vehicles.
- E. **Franchisee's Obligations – Bulk Trash.** Bulk Trash pickup is not part of regular Residential Collection. Customers may, however, arrange directly with Franchisee for Bulk Trash collection. Small items, such as a kitchen chair or a small TV, however, are to be collected with solid waste at no additional charge.
- F. **Manner of Collection.** Franchisee shall collect Garbage, Trash, Yard Trash, and Bulk Trash with a minimum of noise and disturbance to the Customer and the public. Franchisee shall

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empty the Customer's Garbage Receptacles and Roll Carts, and then Franchisee shall return them to the same location where they were placed by the Customer or the Curbside Collection Point. Throwing or damaging Garbage Receptacles or Roll Carts is prohibited. Franchisee shall collect all of the Residential Solid Waste placed at a Curbside Collection Point by a Customer. There shall be no limit on the number of Garbage Receptacles and the Solid Waste placed therein shall not exceed fifty (50) gallons in capacity or fifty (50) pounds in weight.

- G. **Changes to Schedules.** Franchisee shall not change the scheduled days for its Collection services until Franchisee receives the Town Manager's prior written authorization. The Town Manager's approval of such changes shall not be unreasonably withheld. In the event that the Town Manager authorizes a change in schedules that alters the Collection day for any Customers, Franchisee shall, at its expense, notify each affected Customer by mail or other manner approved by the Town Manager not less than one (1) week prior to the change.

IV. Exclusive Commercial Collection Service

- A. **Franchisee's Obligations to Commercial Customers – General.** Franchisee will provide exclusive Commercial Collection Service and thus may collect Commercial Solid Waste from Commercial Properties in the Commercial Collection Area of the Town. The Franchisee shall provide service Monday through Saturday, beginning no earlier than 7:00 am and ending no later than 5:00 pm, unless previously authorized in writing by the Town Manager in response to an Uncontrollable Force or due to equipment failure.
- B. **Frequency of Collection.** Commercial Collection Service shall be provided at least once per week. In any event, Commercial Collection Service shall be provided frequently enough to prevent the creation of a public nuisance or a threat to the public health, safety, or welfare. The Town Manager shall assist Franchisee and the Customer in confirming that the size of the Commercial Container and the frequency of the Collection service are sufficient to ensure that Commercial Solid Waste is not routinely placed or stored outside the Commercial Container.
- C. **Location of Collection of Commercial Containers.** Commercial Containers for Commercial Solid Waste shall be placed at locations that are mutually acceptable to Franchisee and the Customer, and in compliance with the Town's land use ordinances. If a dispute should arise between a Customer and Franchisee regarding the location of the Commercial Container, the Town Manager shall consult with the Town's Building Official and then designate the location.
- D. **Industrial Containers Required.** Construction and Demolition Debris generated or accumulated at the site of a construction, demolition or renovation project shall be stored in an Industrial Container of either 10, 20, 30 and/or 40 cubic yards only, until removed from the site. All other Solid Waste generated or accumulated at the site of a construction, demolition or renovation project shall be stored in a separate commercial container.
- E. **Non-Conforming Containers Prohibited.** The use of any container or receptacle other than an Industrial Container or a Construction and Demolition Debris Container to store Construction and Demolition Debris at a construction, demolition, or renovation site is prohibited. The Town may prohibit the use of any Industrial Container or Construction and Demolition Debris Container that is found to be unsuitable.

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F. **Adjacent Areas.** Construction and Demolition Debris or other Solid Waste which is cast, blown, or scattered upon any adjacent property as a result of construction, demolition or renovation activities shall be removed by the Customer no later than the end of the day on which the activities occur or earlier if the Waste material causes littering.

V. Municipal Collection Service

A. Franchisee shall accept and collect Town Solid Waste and Yard Waste at no charge to the Town. Franchisee shall provide Commercial Container(s) to the following location, but not limited to this location if additional municipal service arises:

1. 6001 Highway A1A, Indian River Shores, FL 32963 – Currently, one 3-cubic yard container is collected once a week. The collection point is the third building on the right after turning on Fred Tuerk Drive.

VI. Reporting Requirements

A. Weight Reporting.

1. Franchisee shall provide monthly to the Town, a schedule showing all Solid Waste and Yard Trash collected under the Agreement. This schedule shall include:
 - (a) total weight,
 - (b) residential or commercial origin,
 - (c) and destination of material.
2. Franchisee shall provide the number of each type of Commercial Container being used for all Multi-Family and Commercial accounts.

B. Complaint Reporting.

1. Contractor shall provide monthly to the Town a report of all misses.
2. Contractor shall provide monthly to the Town a report of all complaints.
3. Contractor shall provide monthly to the Town a report of complaints not serviced within 24 hours.

C. Service Data Reporting

1. Franchisee shall provide quarterly to the Town for all Town services:
 - (a) Number of trucks/routes
 - (b) Number of employees
 - (c) Number of inspections
2. Franchisee shall provide annually to the Town for all Town services:
 - (a) Routes maps for Solid Waste, showing collection days, with all residential and commercial stops.
 - (b) Routes maps for Yard Waste, showing collection days, with all residential and commercial stops.
3. On or before March 31 of each year, Franchisee shall provide to the Town a list of all vehicles/equipment, as specified in section II.A.5. in this Scope of Services.

Attachment B Rates
 Contract Period 01/01/2018 – 09/30/2019

RESIDENTIAL SOLID WASTE COLLECTION SERVICE

Price Per Unit (\$/Mo)		
Service	Description	Price
2x/wk Curbside Refuse Collection	Containers are placed at the curb.	\$15.95
2x/wk Back Door / Garage Refuse Collection	Containers are typically placed in front of the garage; some may be by the back door.	\$22.33
2x/wk In-Ground Refuse Collection	In-ground containers are typically located on the side of the property but may also be located in the back yard or front yard.	\$25.52
2x/wk Curbside Refuse Collection & 1x/wk Curbside Yard Waste Collection	Containers are placed at the curb. All bundles and containers are placed curbside.	\$18.01
2x/wk Back Door / Garage Refuse Collection & 1x/wk Curbside Yard Waste Collection	Containers are typically placed in front of the garage; some may be by the back door. All bundles and containers are placed curbside.	\$24.39
2x/wk In-Ground Refuse Collection & 1x/wk Curbside Yard Waste Collection	In-ground containers are typically located on the side of the property but may also be located in the back yard or front yard. All bundles and containers are placed curbside.	\$27.58

Residential Bulk Waste Collection Service

Base Price for Bulk Waste Pick Up (First 2 Cubic Yards)	Price Per Additional Cubic Yard
\$20.00	\$10.00

Attachment B Rates
 Contract Period 01/01/2018 – 09/30/2019

MULTI-FAMILY and COMMERCIAL CONTAINER REFUSE COLLECTION SERVICE

Container Size	1x Week (\$/Mo)	2x Week (\$/Mo)	3x Week (\$/Mo)	4x Week (\$/Mo)	5x Week (\$/Mo)	6x Week (\$/Mo)
95 Gallon	\$25.00	\$50.00	\$75.00	\$100.00	\$125.00	\$150.00
1 YD	\$27.06	\$54.13	\$81.19	\$108.25	\$135.31	\$162.38
2 YD	\$54.13	\$108.25	\$162.38	\$216.50	\$270.63	\$324.75
3 YD	\$81.19	\$162.38	\$243.56	\$324.75	\$405.94	\$487.13
4 YD	\$108.25	\$216.50	\$324.75	\$433.00	\$541.25	\$649.50
6 YD	\$162.38	\$324.75	\$487.13	\$649.50	\$811.88	\$974.25
8 YD	\$216.50	\$433.00	\$649.50	\$866.00	\$1,802.50	\$1,299.00

Container Size	Monthly Container Rental	Extra Pick Up Charge (\$/Per Pickup)	Container Roll Out Fee – Per Occurrence (10 Ft to 50 Ft)	Container Roll Out Fee – Per Occurrence (Greater than 50 Ft)
64/95 Gallon	\$0.00	\$5.78	\$1.84	\$3.68
1 YD	\$20.00	\$6.25	\$1.84	\$3.68
2 YD	\$21.00	\$12.50	\$1.84	\$3.68
3 YD	\$22.00	\$18.75	\$1.84	\$3.68
4 YD	\$23.00	\$25.00	\$1.84	\$3.68
6 YD	\$25.00	\$37.50	N/A	N/A
8 YD	\$27.00	\$50.00	N/A	N/A

Attachment B Rates

Contract Period 01/01/2018 – 09/30/2019

ROLL-OFF COLLECTION SERVICE

Container	Delivery Charge	Pull Charge	30 Day Inactivity Charge
10 YD Open Top Roll-off	\$100.00	\$254.25	\$125.00
20 YD Open Top Roll-off	\$100.00	\$254.25	\$125.00
30 YD Open Top Roll-off	\$100.00	\$254.25	\$125.00
40 YD Open Top Roll-off	\$100.00	\$254.25	\$125.00

Tipping Fee for Construction and Demolition Debris

Facility Name Indian River County Landfill	
Street Address 1327 74th Ave Southwest	City, State, Zip Vero Beach, FL 32968

Current Tipping Fee (\$/Ton)
\$31.80

FOURTH AMENDMENT TO EXCLUSIVE WASTE HAULING AGREEMENT

This Fourth Amendment to Exclusive Waste Hauling Agreement (this “Fourth Amendment”) is entered into as of December 18, 2017 (“Fourth Amendment Effective Date”), between the Town of Indian River Shores (the “Town”), and Republic Services of Florida, LP (“Republic”)(collectively, the “Parties”).

Recitals

A. The Town and Contractor entered into that certain Exclusive Waste Hauling Agreement dated December 13, 2007 (the “Original Agreement”), as amended by the First Amendment to the Original Agreement dated October 31, 2011 (the “First Amendment”), the Second Amendment dated November 20, 2014 (“Second Amendment”), the Third Amendment dated October 1, 2015, (the Original Agreement, First Amendment, Second Amendment and Third Amendment shall be collectively referred to as “the Agreement”);

B. The Agreement is set to expire on December 31, 2017;

C. The Town and Contractor desire to extend a portion of the services past the termination date and further modify the Agreement as set forth herein.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree to the following terms and conditions:

1. Residential Recyclable Services. Contractor shall continue to provide Residential Recyclable Services to the Town for an additional four month period, terminating on April 30, 2018 (“Extension Period”). The Agreement shall remain in effect as it relates to Residential Recyclable Services during that Extension Period. All other services identified in the Agreement will terminate on December 31, 2017.

2. Residential Recyclable Service Rates. The Residential Recyclable Services will be provided at the rates set forth in Exhibit A hereto.

3. Capitalized Terms. Capitalized terms used but not otherwise defined in this Amendment shall have the meanings assigned to them in the Agreement.

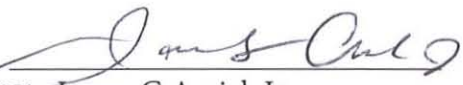
4. Continuing Effect. Except as expressly modified or amended by this Fourth Amendment, all terms and provisions of the Agreement shall remain in full force and effect. In the case of a conflict in meaning between the Agreement and this Fourth Amendment, this Fourth Amendment shall prevail.

5. Counterparts. This Fourth Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument. Facsimile and/or electronic copies of the parties’ signatures shall be valid and treated the same as original signatures.

IN WITNESS WHEREOF, the parties have entered into this Fourth Amendment to be effective as of the Fourth Amendment Effective Date.

CONTRACTOR:

REPUBLIC SERVICES OF FLORIDA, LP

By: 
Name: James G Amick Jr
Title: Area President

TOWN:

INDIAN RIVER SHORES


By: 
Name: BRIAN M BAREFOOT
Title: MAYOR

Exhibit A
Rates

RESIDENTIAL COLLECTION SERVICE

Contractor to directly bill residents of Indian River Shores for residential collection service.

All charges are per month unless otherwise specified.

Residential Recycling Collection

Base Price Per Unit (\$/Mo)	
1x/wk Curbside Recycling in Bin(s)	\$2.55

Premium Services

Premium Services Incremental Price Per Unit (\$/Mo)		
Service	Description	<u>Incremental Price (to be added to Base Price)</u>
1x/wk <u>Curbside Recycling Collection in a cart</u>	Convert from bins to a cart; contractor provides carts	\$4.86
1x/wk <u>Back Door / Garage Recycling Collection</u>	Bins typically placed in front of the garage or side yard.	\$1.53

MULTI-FAMILY CONTAINER COLLECTION SERVICE

Contractor to directly bill multi-family entities of Indian River Shores for container collection service.

All charges are per month unless otherwise specified.

Monthly prices for multi-family recycling in recycling carts (to be charged per cart, not per unit).

Container Size	1x Week (\$/Mo)
Recycling Cart (64 or 95-gal)	\$25.00

Prices for additional service items for multi-family container customers.

Container Size	Monthly Container Rental	Extra Pick Up Charge (\$/Per Pickup)	Container Roll Out Fee – Per Occurrence (10 Ft to 50 Ft)	Container Roll Out Fee – Per Occurrence (Greater than 50 Ft)
64/95 Gallon	\$0.00	\$5.78	\$1.84	\$3.68