

25-0718-ITB – Lealman Residential Waste Collection and Disposal Services
STATEMENT OF WORK

AGREEMENT

25-0718-ITB

Lealman Residential Waste Collection and Disposal Services

This Agreement (the "Agreement" or "Contract"), is entered into on the date last executed below ("Effective Date"), by and between Pinellas County, a subdivision of the State of Florida whose primary address is 315 Court Street, Clearwater, Florida 33756 ("COUNTY") and Waste Management Inc. of Florida whose primary address is 800 Capitol Street, Suite 3000, Houston, TX 77002 (hereinafter "CONTRACTOR" or "FRANCHISEE") (jointly, the "Parties").

NOW THEREFORE, the Parties agree as follows:

A. Documents Comprising Agreement

1. This Agreement, including the documents listed below, constitutes the entire agreement and understanding of the Parties with respect to the transactions and services contemplated hereby and supersedes all prior agreements, arrangements, and understandings relating to the subject matter of the Agreement. The documents listed below are hereby incorporated into and made a part of this Agreement:
 - a. Pinellas County Standard Terms & Conditions, located on Pinellas County Purchasing's website, effective 4/10/2025, posted at <https://pinellas.gov/county-standard-terms-conditions/>
 - b. Solicitation Section 4, titled Special Terms & Conditions attached as Exhibit C.
 - c. Solicitation Section 5, titled Insurance Requirements attached as Exhibit D.
 - d. Solicitation Attachment titled "Statement of Work" attached as Exhibit E.
 - e. Pricing Proposal attached as Exhibit F.
2. In the case of a conflict, the terms of this document govern, followed by the terms of the documents listed above, which control in the order listed.

B. Term

1. The initial term of this Agreement is for sixty (60) months (the "Contract Term"). The initial term will commence on January 1, 2027. Prior to the start of the Contract Term, the Contractor must provide the County with a service transition plan (See Exhibit E, Section C) by no later than October 1, 2026. At the end of the initial term of this contract, this Agreement may be extended for five (5), additional twelve (12) months terms, or such other renewal terms agreed to by the Parties.

25-0718-ITB – Lealman Residential Waste Collection and Disposal Services
STATEMENT OF WORK

C. Expenditures Cap

1. Payment and pricing terms for the initial and renewal terms are subject to the Pricing Proposals in Exhibit F. County expenditures under the Agreement will not exceed \$11,748,000.00 for the Contract Term without a written amendment to this Agreement.
2. In no event will annual expenditures exceed \$2,563,200.00 within any given fiscal year without a written amendment to the Agreement.

D. Entire Agreement

1. This Agreement constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned officials, who are duly authorized to bind the Parties to the Agreement.

For Contractor: Waste Management Inc. of Florida

Signature:



Print Name and Title: David M. Myhan, President

Date: June 3, 2026

For County:

Signature:

Print Name and Title:

Date:

APPROVED AS TO FORM

By: Keiah Townsend
Office of the County Attorney

Exhibit C

4. Special Terms & Conditions

4.1. INTENT

It is the intent of Pinellas County to establish an Agreement for Lealman Residential Waste Collection and Disposal Services to be ordered, as and when required.

4.2. NON-NEGOTIABLE TERMS

While the County prefers that no exceptions to its contract terms be taken, the solicitation does authorize respondent to take exception to terms as part of its submittal. The County has deemed the following contract terms in the County's Standard Terms & Conditions <https://pinellas.gov/county-standard-terms-conditions/> to be non-negotiable:

Section 3: Compliance with Applicable Laws (all terms)

Section 7: Indemnification & Liability (all terms)

Section 8: Insurance & Conditions Precedent

Section 10(G): Governing Law & Venue

Section 12(A): Fiscal Non-Funding

Section 13: Confidential Records, Public Records, & Audit (all terms)

Section 19: Digital Content (all terms) *(if the Agreement includes software, online, or digital content services)*

Any terms required by law

4.3. PRICING/PERIOD OF CONTRACT

Duration of the Agreement will be for a period of 60 months with unit prices adjustable at 12 months after the effective date of the agreement accordance with The Statement of Work, Section F "Rate Adjustments". Price adjustments are available annually for the term of the agreement, in accordance with The Statement of Work, Section F "Rate Adjustments".

It is the Contractor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence annually, the Contractor's request for adjustment will be submitted between 90-120 days prior to Agreement anniversary date, utilizing the available index at the time of request. The Contractor adjustment request will not be in excess of the relevant pricing index change. If no adjustment request is received from the Contractor, the County will assume the Contractor has agreed to continue without a pricing adjustment. Any adjustment request received outside of the 90-120 day period above will not be considered.

4.4. TERM EXTENSION(S) OF CONTRACT

The Agreement may be extended subject to written notice of agreement from the County and successful respondent, for 5 additional 12 months extension(s) beyond the primary contract period. Term extensions will allow for price adjustments in accordance with The Statement of Work, Section F "Rate Adjustments". The extension shall be exercised only if all terms and conditions remain the same and the County Administrator or Director of Purchasing grants approval.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised extension period, the vendor's request for adjustment should be submitted at time of the extension request from the County, utilizing the available index at the time of request. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume the vendor has agreed that the extension term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new extension period may not be considered. County has the right to request pricing decreases at any time.

4.5. PRE-COMMENCEMENT MEETING

Upon award of the Agreement, the County will coordinate a pre-commencement meeting with the successful Contractor. The meeting will require Contractor and the County Representative to review specific Agreement details and deliverable documents at this meeting to ensure the scope of work and work areas are understood.

4.6. ORDERS

Within the term of this Agreement, County may place one or more orders for goods and/or services at the prices listed on the Pricing Proposal section of this solicitation, which is incorporated by reference hereto.

4.7. ASBESTOS MATERIALS

The Contractor must perform all Work in compliance with Federal, State and local laws, statutes, rules, regulations and ordinances, including but not limited to the Department of Environmental Protection (DEP)'s asbestos requirements, 40 CFR Part 61, Subpart M, and OSHA Section 29 CFR 1926.58. Additionally, the Contractor must be properly licensed and/or certified for asbestos removal as required under Federal, State and local laws, statutes, rules, regulations and ordinances. The County is responsible for filing all DEP notifications and furnish a copy of the DEP notification and approval for demolition to the successful Contractor. The County will furnish a copy of the asbestos survey to the successful Contractor. The Contractor must keep this copy on site at all times during the actual demolition.

4.8. SERVICES

The terms below are applicable if the Solicitation includes the provision of SERVICES:

25-0718-ITB – Lealman Residential Waste Collection and Disposal Services
STATEMENT OF WORK

- A. **ADD/DELETE LOCATIONS SERVICES** - The County reserves the right to unilaterally add or delete locations/services, either collectively or individually, at the County’s sole option, at any time after award has been made as may be deemed necessary or in the best interests of the County.
- B. In such case, the Contractor(s) will be required to provide services to this agreement in accordance with the terms, conditions, and specifications.

4.9. GOODS & PRODUCTS

The terms below are applicable if the Solicitation includes the purchase of GOODS or PRODUCTS:

- A. **DELIVERY/CLAIMS** - Prices quoted will be FOB Destination, freight included and unloaded to location(s) within Pinellas County. Actual delivery address(s) will be identified at time of order. Successful Contractor(s) will be responsible for making any and all claims against carriers for missing or damaged items.

4.10.....
QUANTITIES

Any quantities stated are an estimate only and no guarantee is given or implied as to quantities that will be used during the Agreement period. Estimated quantities are based upon previous use and/or anticipated needs.

4.11.....
PERFORMANCE SECURITY

- A. **PERFORMANCE SECURITY**
 - 1. The successful proposer must supply a Performance Security Bond, annually, in the amount of \$500,000.00 prior to execution of the contract or issuance of a Purchase Order. The Performance Security Bond is required to be renewed annually for the duration of the contract. When a performance security is submitted in the form of a bond, all bonds must be signed by an insurance agent who is licensed to do business in the State of Florida. The license may be held by a resident agent or a non-resident agent..

Exhibit D

5. Insurance Requirements

5.1. INSURANCE (General)

The Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award. The Vendor shall obtain and maintain, and require any subcontractor to obtain and maintain, at all times during its performance of the Agreement in Phase 1 insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Vendor shall maintain coverage and provide evidence of insurance for 2 years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of VIII or better.

5.2. INSURANCE (Requirements)

- A. Submittals should include, the Vendor's current Certificate(s) of Insurance. If Vendor does not currently meet insurance requirements, Vendor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract. Upon selection of Vendor for award, the selected Vendor shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s).
- B. **The Certificate holder section shall indicate Pinellas County, a Political Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County, a Political Subdivision shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**
- C. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.
- D. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@ididata.com by the Vendor or their agent prior to the expiration date.
 - 1. Vendor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by

25-0718-ITB – Lealman Residential Waste Collection and Disposal Services
STATEMENT OF WORK

said Vendor from its insurer Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Vendor of this requirement to provide notice.

2. Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement,.
- E. If subcontracting is allowed under this Bid, the Primary Vendor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.
1. All subcontracts between the Vendor and its Subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall
 - a. Require each Subcontractor to be bound to the Vendor to the same extent the Vendor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor;
 - b. Provide for the assignment of the subcontracts from the Vendor to the County at the election of Owner upon termination of the Contract;
 - c. Provide that County will be an additional indemnified party of the subcontract;
 - d. Provide that the County will be an additional insured on all insurance policies required to be provided by the Subcontractor except workers compensation and professional liability;
 - e. Provide a waiver of subrogation in favor of the County and other insurance terms and/or conditions
 - f. Assign all warranties directly to the County; and
 - g. Identify the County as an intended third-party beneficiary of the subcontract. The Vendor shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Section C and identify to the Subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- F. Each insurance policy and/or certificate shall include the following terms and/or conditions:

25-0718-ITB – Lealman Residential Waste Collection and Disposal Services
STATEMENT OF WORK

1. The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
2. Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Vendor.
3. The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
4. All policies shall be written on a primary, non-contributory basis.

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

5.3. WORKERS' COMPENSATION INSURANCE

Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

A. Limits

1. Employers' Liability Limits Florida Statutory
 - a. Per Employee \$ 500,000
 - b. Per Employee Disease \$ 500,000
 - c. Policy Limit Disease \$ 500,000

If Vendor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. The County Waiver Form is found at <https://pinellas.gov/services/submit-a-workers-compensation-waiver-request/>. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

5.4. COMMERCIAL GENERAL LIABILITY INSURANCE

Includes, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

A. Limits

1. Combined Single Limit Per Occurrence \$ 1,000,000

25-0718-ITB – Lealman Residential Waste Collection and Disposal Services
STATEMENT OF WORK

2. Products/Completed Operations Aggregate \$ 2,000,000
3. Personal Injury and Advertising Injury \$ 1,000,000
4. General Aggregate \$ 2,000,000

5.5. BUSINESS AUTOMOBILE OR TRUCKER'S/GARAGE LIABILITY INSURANCE

To cover owned, hired, and non- owned vehicles. If the Vendor does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Vendor can show that this coverage exists under the Commercial General Liability policy.

A. Limit

1. Combined Single Limit Per Accident \$1,000,000

5.6. EXCESS OR UMBRELLA LIABILITY INSURANCE

Excess of the primary coverage required, in paragraphs above. No explosion, collapse, or underground damage exclusions allowed.

A. Limits

1. Each Occurrence \$ 1,000,000
2. General Aggregate \$ 1,000,000

5.7. PROPERTY INSURANCE

Vendor will be responsible for all damage to its own property, equipment and/or materials.

EXHIBIT E

STATEMENT OF WORK

A. OBJECTIVE

The purpose of this Agreement is to fulfill the COUNTY's obligation of providing curbside residential waste and recycling collection services to single family residential properties within the Lealman Solid Waste Collection and Disposal District (LSWCDD) as required by Pinellas County Code Chapter 114 – Special Districts, Article XI – Lealman Solid Waste Collection and Disposal District.

The LSWCDD is located in south central Pinellas County and covers a contiguous area measuring approximately 4.2 square miles. The LSWCDD currently services approximately 7,900 Residential Units. See Appendix A.

B. DEFINITIONS

1. Biological Waste – means solid waste that causes or has the capability of causing disease or infection and includes biomedical waste, animals that have died from disease, and other wastes capable of transmitting pathogens to humans or animals.
2. Bulky Waste – includes common residential bulky items such as furniture, appliances, mattresses, televisions, carpet, yard decorations, tree branches larger than 4 inches in diameter and/or 4 feet in length, and other similar bulky objects too large to be placed in the Residential Waste Roll Cart but capable of being placed within a Collection Vehicle. Bulky Waste is limited to up to two (2) cubic yards per week per Residential Unit.
3. Business Day – means Monday through Saturday but excluding Recognized Holidays.
4. Business Hours – means the hours of 8:30am to 4:30pm Monday through Friday except Recognized Holidays for the purpose of receiving and responding to customer service needs.
5. Collection Day – means the day(s) on which a Residential Unit is provided Curbside Residential Waste Collection as shown in Appendix A or as otherwise mutually agreed to in writing by the County and Franchisee.
6. Collection Fee – means 70% of the FRANCHISEE bid price for Curbside Residential Waste Collection.
7. Collection Vehicle – means the vehicle used to collect, store, transport, and deliver Residential Waste, Yard Waste, and Bulky Waste collected Curbside.
8. Collection Refusal – means the FRANCHISEE's right to refuse collection of Prohibited Items or material that meets criteria outlined in Section D, Item 4 - COLLECTION SERVICE MATERIAL REJECTION/REFUSAL.
9. Complaint Report – means the report described in Section D, Item 20 – RECORDKEEPING AND REPORTING due to the COUNTY at the end of each Business Day in pdf. format
10. Complete Route – means the FRANCHISEE's responsibility to provide Curbside Residential Waste Collection services to each Residential Unit on the appropriate Collection Day between the hours of 7am to 7pm.
11. Consumer Price Index – means the indices published by the U.S. Bureau of Labor Statistics under Series ID - CUUR0000SEHG02.

25-0718-ITB – Lealman Residential Waste Collection and Disposal Services
STATEMENT OF WORK

12. **Containerized** – means Residential Waste and/or Yard Waste placed in a Waste Roll Cart and/or Yard Waste that is bagged or placed within a container belonging to the customer such as a tote, personal trash can, or similar container.
13. **Curbside** – means a right-of-way area within five (5) feet of the roadway for Roll Carts and accessible by the FRANCHISEE in a manner that is not obstructed by fences, gates, landscaping or other property features and includes any approved areas under the Waste Collection Assistance Program.
14. **Disposal Fee** – means 30% of the FRANCHISEE bid price for Curbside Residential Waste Collection.
15. **District Representative** – means the Director of the Pinellas County Solid Waste Department or their designee tasked with overseeing the LSWCDD.
16. **Door Hanger** – means the informational pamphlet or flyer approved for use by the COUNTY and used for customer communications by the FRANCHISEE when implementing procedures outlined in Section D, Item 4 - COLLECTION SERVICE MATERIAL REJECTION/REFUSAL.
17. **Fuel Index** – means the indices published by the U.S. Energy Information Administration for Lower Atlantic (PADD1C) No. 2 Diesel Retail Prices.
18. **FRANCHISEE** – means the selected bidder contracted to perform the services outlined in this Agreement during the term(s) of the Agreement.
19. **Missed Collection** – means the failure of the FRANCHISEE to provide Residential Waste and/or Recycling collection services outlined within this Agreement between the hours of 7am to 7pm to any Residential Unit on its Collection Day.
20. **Prohibited Item** – The following items shall be considered prohibited items, and the FRANCHISEE shall refuse collection as outlined in Section D. Item 4 – COLLECTION SERVICE MATERIAL REJECTION/REFUSAL.

Rechargeable Batteries	Whole Tires	Electric Bikes/Scooters w/batteries	Hot Coals/Wood
Pressurized Tanks	Combustion Engines	Fireworks or Flares	Dead Animals
Oil and/or Gas Tanks	Marine Vessels	Ammunition/Explosives	Biological Waste

21. **Program Recyclables** – means cardboard, clean paper, junk mail, paperboard, cartons, empty plastic bottles and jugs without caps, empty metal cans, and empty glass bottles and jars.
22. **Putrescible Waste** – means solid waste that contains organic matter capable of being decomposed by microorganisms and of such a character and proportion as to be capable of attracting or providing food for birds. The term does not include uncontaminated yard trash or clean wood.
23. **Recycling Flyer** – means the informational pamphlet or flyer approved for use by the COUNTY and used for customer communications by the FRANCHISEE when providing a Recycling Roll Cart to a LSWCDD customer subscribing to Curbside Residential Recycling Collection. The Recycling Flyer shall at a minimum provide information on Program Recyclables accepted in the Recycling Roll Cart and the regular Collection Day for when collection will occur.
24. **Recycling Roll Cart** – means a roll cart meeting the criteria outlined in Section G, Item 2 – RECYCLING COLLECTION ROLL CART and used for recycling collection services outlined in Section D, Item 7 or Item 8 – CURBSIDE RESIDENTIAL RECYCLING COLLECTION.

25-0718-ITB – Lealman Residential Waste Collection and Disposal Services
STATEMENT OF WORK

25. Residential Unit – means any single family, duplex, triplex or quadplex dwelling unit with kitchen facilities for which a certificate of occupancy has been issued by the Pinellas County Building department, and includes mobile homes, modular homes, recreational vehicles, or trailers that have residential permanent license tags.
26. Residential Waste – means Putrescible household waste including animal or vegetable matter associated with the preparation, use, cleaning, processing, handling, or storing of foodstuffs and other Putrescible Waste. Also includes but is not limited to non-Putrescible household waste such as paper products, cans, bottles, rags/wipes, wood, plastics, non-hazardous metals, clothing, and other similar items.
27. RUSS – means Residential Unit Spread Sheet maintained by the County consisting of information for each residential property serviced by the LWCDD. This spread sheet is provided to the Contractor each month and is used for monthly service fee invoicing by the Contractor.
28. Tipping Fee – means the fee charged by the Pinellas County Solid Waste Disposal Complex for Residential Waste disposal services.
29. Waste Collection Assistance Program – means COUNTY approved special collection services provided by the FRANCHISEE to customers with a disability that prohibits them from being able to place their Waste and/or Recycling Roll Cart Curbside for collection.
30. Waste Roll Cart – means a roll cart meeting the criteria outlined in Section G, Item 1 – WASTE COLLECTION ROLL CART and used for waste collection services outlined in Section D, Item 2 or Item 3 – CURBSIDE RESIDENTIAL WASTE COLLECTION.
31. Yard Waste – means grass clippings, leaves, shrubbery cuttings, and tree limbs not larger than four (4) feet in length or four (4) inches in diameter. Yard Waste is limited to up to two (2) cubic yards per Residential Unit per week.

C. EFFECTIVE DATES

The FRANCHISEE shall provide the Transition Plan as described in Section D, Item 5 – SERVICE TRANSITION by October 1, 2026.

The FRANCHISEE shall provide all services as required herein beginning January 1, 2027.

D. FRANCHISEE RESPONSIBILITIES

1. CURBSIDE RESIDENTIAL WASTE COLLECTION – TWICE WEEKLY

- a. The FRANCHISEE shall collect, twice weekly, all Containerized Residential Waste placed Curbside at all Residential Units within the LSWCDD (See Appendix A) on the Collection Days for that Residential Unit.
- b. The FRANCHISEE shall collect up to two (2) cubic yards of Yard Waste placed Curbside at a Residential Unit within the LSWCDD on either Collection Day for that Residential Unit.
- c. The FRANCHISEE shall collect up to two (2) cubic yards of Bulky Waste placed Curbside at a Residential Unit within the LSWCDD on the second Collection Day.
- d. It is assumed that as of the effective date of this Agreement each Residential Unit currently being serviced under the LSWCDD has a Waste Collection Roll Cart compliant with Section G, Item 1 – WASTE COLLECTION ROLL CART. The FRANCHISEE shall be responsible for delivering a Waste

25-0718-ITB – Lealman Residential Waste Collection and Disposal Services
STATEMENT OF WORK

Collection Roll Cart to any new Residential Unit(s) upon notification by the County of new a Residential Unit(s) being added to the RUSS.

- e. The FRANCHISEE shall ensure that a minimum of one hundred fifty (150) Waste Roll Carts are stored on the FRANCHISEE's local office property as a reserve inventory for new Residential Units and for replacing damaged/worn Waste Roll Carts. The reserve inventory can include refurbished/repared Waste Roll Carts provide they still meet the specifications according to Section G, Item 1 – WASTE COLLECTION ROLL CART.
- f. The COUNTY at its sole discretion may authorize a Residential Unit to have up to two (2) Waste Roll Carts to be put out for collection. The COUNTY shall maintain a record of such authorizations to include date of authorization, address, resident contact information, and reason for authorization. This record may be requested by the FRANCHISEE at any time during the term of this Services Agreement. If authorized the FRANCHISEE shall provide a 2nd Waste Roll Cart to the Residential Unit.
- g. The FRANCHISEE shall provide the services outlined in above items a. – d. to qualified residents at an accessible location on the resident's property that is not Curbside. Qualified residents shall be those approved for this service at the sole discretion of the COUNTY as part of the Waste Collection Assistance Program. The COUNTY shall maintain a record of such authorizations to include date of authorization, address, and resident contact information. This record will be made available to the FRANCHISEE during the term of this Services Agreement. The FRANCHISEE shall work directly with the resident to identify an appropriate location for collection within the resident's property accessible by the FRANCHISEE.
- h. The FRANCHISEE shall provide the services outlined in above items a. – g. on a regular collection schedule by zone as shown in Appendix A, or as otherwise mutually agreed to in writing by the County and Franchisee.

2. COLLECTION SERVICE MATERIAL REJECTION/REFUSAL

- a. The FRANCHISEE shall not reject or refuse collection services as outlined in Section D unless one or more of the following conditions apply:
 - i. The Residential Waste contains a Prohibited Item as defined in Section B - DEFINITIONS. **Note: The FRANCHISEE shall make an effort to only reject/refuse the Prohibited Item and collect the remaining Residential Waste.**
 - ii. The Residential Waste is not Containerized.
 - iii. The Yard Waste is in excess of two (2) cubic yards and/or contains tree limbs exceeding four (4) feet in length and/or four (4) inches in diameter. ***Note: The FRANCHISEE shall still be responsible for collecting up to two (2) cubic yards of Yard Waste, only the excess and/or oversized limbs can be refused.***
 - iv. The Bulky Waste is in excess of two (2) cubic yards and/or contains items too large to be placed in the Collection Vehicle. ***Note: The FRANCHISEE shall still be responsible for collecting up to two (2) cubic yards of Bulky Waste, only the excess can be refused.***
 - v. The Residential Waste contains an item(s) that poses an immediate hazard to the FRANCHISEE employees or equipment.
- b. For any material rejection or service refusal, the FRANCHISEE shall attach the approved Door Hanger to the Roll Cart or on the resident's front door explaining the reason for the service refusal and necessary steps to correct the issue.

25-0718-ITB – Lealman Residential Waste Collection and Disposal Services
STATEMENT OF WORK

- c. The FRANCHISEE shall notify the District Representative of any material rejection or service refusal and provide information to include address, condition(s) that resulted in Collection Refusal and confirmation of notice to the resident. This notification may be accomplished through the complaint reporting procedure outline in Section D, Item 20 – RECORD KEEPING AND REPORTING.
- d. Provided that the conditions in items a. – b. have been satisfied, the service refusal shall not be considered a Missed Collection, and the FRANCHISEE shall not be required to make up the collection. Regular service would resume at the next scheduled Collection Day.

3. SERVICE TRANSITION

- a. The FRANCHISEE shall be responsible for providing a smooth transition in services to minimize inconvenience and/or confusion to the residential customers.
- b. The FRANCHISEE shall submit a written Transition Plan to the District Representative by **October 1, 2026**, for review and approval. The Transition Plan shall include at a minimum information and/or documentation of the following components:
 - i. Documentation/availability of Vehicles and Equipment as describe in Section D. Item 16 – VEHICLES AND EQUIPMENT.
 - ii. Detailed route maps conforming to zone collection as shown in Appendix A and detailed in Section D. Item 11 – ROUTES AND SCHEDULES.
 - iii. Organization chart identifying minimum employee staffing levels by title to accomplish the Statement of Work, to include at a minimum, Project/Contract Manager, Customer Service Representatives, Supervisors, Dispatchers, Equipment Operators, and Laborers.
 - iv. Sample Door Hanger
 - v. Sample Recycling Flyer
 - vi. Sample of daily Complaint Report conforming to requirements detailed in Section D, Item 20 - RECORD KEEPING AND REPORTING.
 - vii. Safety plan that includes information on company waste collection safety protocols, employee PPE requirements, collection vehicle safety equipment, spill response procedures and equipment, and vehicle maintenance/inspection program.
 - viii. Information on Roll Cart storage, procurement, repair or replacement procedures.
 - ix. Information for customer communications including local phone number and local address for customer service inquiries.

4. DISPOSAL FACILITY

The FRANCHISEE shall dispose of all Residential Waste, Yard Waste, and Bulky Waste at the Pinellas County Disposal Complex located at 3095 114th Avenue N., St. Petersburg, FL. 33716. The FRANCHISEE will be responsible for paying all disposal costs and shall maintain an escrow type billing account at the Pinellas County Disposal Complex and pay all fees associated with the disposal of all Residential Waste, Yard Waste, and Bulky Waste collected within the LSWCDD.

5. CURBSIDE RESIDENTIAL RECYCLING COLLECTION – SUBSCRIPTION BASED SERVICE

- a. The below service requirements will remain in effect through the initial term and any additional term(s) of the agreement.

25-0718-ITB – Lealman Residential Waste Collection and Disposal Services
STATEMENT OF WORK

- b. The FRANCHISEE shall offer a pre-paid subscription based curbside recycling service available to all Residential Units within the LSWCDD.
- c. The FRANCHISEE shall provide at least once weekly collection of Program Recyclables to any Residential Unit with a current and paid subscription. The collection day for this service will be at the discretion of the FRANCHISEE but shall occur on the same day each week except on Recognized Holidays.
- d. The FRANCHISEE at their discretion may offer the pre-paid subscription on a monthly or quarterly basis.
- e. The FRANCHISEE shall provide each LSWCDD customer with an active subscription one Recycling Roll Cart meeting specifications defined in Section G, Item 2 – RECYCLING COLLECTION ROLL CART.
- f. Upon delivery of such Recycling Roll Cart the FRANCHISEE shall provide the customer with a Recycling Flyer attached to the Recycling Roll Cart. The Recycling Flyer shall be attached to the Recycling Roll Cart in such a way as to make it obvious to the customer and in a manner that will protect it from rain and wind.
- g. The FRANCHISEE shall be limited to charging each LSWCDD customer subscribing to curbside recycling service an amount equal to the FRANCHISEE bid price-in accordance with Exhibit F ("Pricing Proposal"), for each month the customer is provided Recycling Collection services under this Agreement.
- h. The FRANCHISEE shall be responsible for obtaining payment directly from the LSWCDD customer subscribing to Recycling Collection services.

6. CURBSIDE RESIDENTIAL RECYCLING COLLECTION BILLING AND ENFORCEMENT

- a. **Billing Responsibility.**
The FRANCHISEE shall be responsible for directly billing residential customers who voluntarily elect to subscribe to Curbside Residential Recycling Collection at the rate approved in this Agreement. The COUNTY shall have no responsibility for billing, collecting, or enforcing payment for Curbside Residential Recycling Collection.
- b. **Payment Terms.**
Curbside Residential Recycling Collection shall be provided only to customers with an active, paid residential waste collection account. Billing terms, payment methods, and billing cycles shall be established by the FRANCHISEE and communicated to subscribing customers in advance of service initiation.
- c. **Non Payment and Service Suspension.**
In the event a subscribing customer fails to remit payment in accordance with the FRANCHISEE's billing terms, the FRANCHISEE may suspend or terminate Curbside Residential Recycling Collection for that customer upon reasonable notice. Suspension or termination of Curbside Residential Recycling Collection due to non payment shall not be considered a failure to provide service or a missed collection under this Agreement and shall not be subject to Liquidated Damages.
- d. **Recycling Roll Carts.**
Upon termination of Curbside Residential Recycling Collection due to non payment, the FRANCHISEE may retrieve the Recycling Roll Cart provided to the customer or disable service eligibility until the subscription is reinstated and all outstanding balances are resolved.
- e. **Collections and Enforcement.**

25-0718-ITB – Lealman Residential Waste Collection and Disposal Services
STATEMENT OF WORK

The FRANCHISEE may pursue reasonable collection efforts for unpaid balances associated with Curbside Residential Recycling Collection in accordance with applicable law. Such efforts may include the use of third party collection services. The COUNTY shall not be liable for, nor involved in, collection activities related to Curbside Residential Recycling Collection.

f. **Reinstatement of Service.**

Curbside Residential Recycling Collection may be reinstated upon full payment of past due amounts and compliance with the FRANCHISEE's then current subscription terms.

7. RECYCLING PROCESSING FACILITY

The FRANCHISEE shall ensure that collected Program Recyclables are delivered to a recycling processor and shall provide the COUNTY with information on where the collected Program Recyclables will be delivered for processing. The information shall include at a minimum, Name of Processor, Address where the Program Recyclables are taken, and the FRANCHISEE account name/number for the facility.

8. SPECIAL COLLECTION

- a. The intent of Special Collection is to provide an on-demand collection service to LSWCDD Residential Units that is not curbside for purposes such as but not limited to property cleanup projects or evictions. Typically, this type of collection would be accomplished through providing the customer with an appropriately sized roll off container placed on or near the customer's property for the customer to load themselves. The container would then be picked up and hauled away by the FRANCHISEE.
- b. The FRANCHISEE shall not utilize Residential Waste or Recyclable collection vehicles for Special Collection services.
- c. The FRANCHISEE shall be limited to charging the LSWCDD customer utilizing Special Collection services an amount not to exceed **\$200.00 plus applicable taxes** for each occurrence where a container is provided and hauled away for disposal by the FRANCHISEE.
- d. The FRANCHISEE shall be responsible for obtaining payment directly from the LSWCDD customer for this service.

9. ROUTES AND SCHEDULES

- a. The FRANCHISEE shall utilize GPS enabled route software programmed with routes specific to the LSWCDD collection zones as shown in Appendix A.
- b. Upon request by the COUNTY, the FRANCHISEE shall make the route information described in the previous paragraph available for viewing at any time during the term(s) of this agreement.
- c. The FRANCHISEE shall not make any changes to the zone collection schedules as shown in Appendix A without written approval by the COUNTY.

10. HOURS OF COLLECTION

25-0718-ITB – Lealman Residential Waste Collection and Disposal Services
STATEMENT OF WORK

The FRANCHISEE shall provide Residential Waste and Recyclables collection Monday through Saturday and between the hours of 7am to 7pm. Any collection outside of those hours is not allowed unless authorized in writing by the COUNTY.

11. RECOGNIZED HOLIDAYS

- a. The FRANCHISEE shall not be obligated to provide Residential Waste and Recyclables collection on the following Holidays.
 - i. New Year's Day – January 1st of each year.
 - ii. Thanksgiving Day – Fourth Thursday of November of each year.
 - iii. Christmas Day – December 25th of each year.
- b. For twice per week waste collection, The FRANCHISEE shall not be obligated to make up any Residential Waste or Recyclable collection that falls on a Recognized Holiday.

12. MISSED COLLECTIONS

Should the FRANCHISEE for any reason fail to collect Residential Waste and/or Recyclables that have been properly placed curbside by 7am on that Residential Unit's scheduled collection day; the FRANCHISEE shall make up the collection no later than 12pm on the following Business Day.

13. FRANCHISEE LOCAL OFFICE

The FRANCHISEE shall obtain/retain a commercial office within the boundaries of Pinellas County throughout the term of this Agreement. Such office shall be equipped with sufficient telephone operators and shall have a responsible person in charge to receive and resolve service-related complaints by residents of the LSWCDD between the hours of 8:30am to 4:30pm, Monday through Friday except Recognized Holidays.

14. VEHICLES AND EQUIPMENT

- a. The FRANCHISEE shall provide an adequate number of vehicles and equipment to reliably perform their obligation under this Agreement throughout the term of the Agreement.
- b. The FRANCHISEE shall ensure all vehicles and/or equipment used to perform services under this Agreement meet or exceed the following standards and/or specifications:
 - i. All collection vehicles shall be registered in the State of Florida and shall operate in compliance with all applicable federal, state, and local regulations.
 - ii. All vehicles and equipment shall be kept in good working condition with a clean fully painted appearance. Hydraulic systems shall be kept in good working condition to prevent spills.
 - iii. The FRANCHISEE shall inspect all collection vehicles prior to use each Business Day. The FRANCHISEE shall retain a record of these daily inspections and make available to the COUNTY upon request. The inspection record shall include but is not limited to Hydraulic Systems, Engine and Drivetrain, Brakes and Tires, Lighting and Signaling Systems, Waste Containment Systems, Safety Equipment, and Installed Technology Systems.
 - iv. All collection vehicles shall have the FRANCHISEE name and local phone number conspicuously and professionally applied to each side.
 - v. All collection vehicles shall have the Pinellas County Solid Waste account and vehicle number displayed on the vehicle in accordance with the Pinellas County Solid Waste account holder guidelines.
 - vi. All collection vehicles shall be sufficiently secure as to prevent material spillage and leakage of fluid.

25-0718-ITB – Lealman Residential Waste Collection and Disposal Services
STATEMENT OF WORK

- vii. All collection vehicles shall be equipped with the following operable ancillary equipment including but not limited to a current certified fire extinguisher, a spill kit, an audible back-up warning device, a backup camera, three (3) traffic cones or triangles, a wheel chock block, a shovel, a broom, and a dustpan.
- viii. All collection vehicles shall not be more than ten (10) years old at any time during the term of this agreement unless specifically authorized in writing by the COUNTY.
- ix. Operation of vehicles and equipment in residential areas of the LSWCDD shall conform to Pinellas County noise control standards. Pinellas County uses both a decibel-based control program and a “loud and raucous” standard in residential areas. Residential Waste and Recyclable collection are prohibited between the hours of 11pm to 7am. **Note: Pinellas County Code, Chapter 58, Article XII.**

15. EMPLOYEES

- a. The FRANCHISEE shall provide an Operations Manager or similarly titled position as a primary point of contact for the COUNTY for all technical and administrative matters pertaining to the terms of this Agreement.
- b. The FRANCHISEE shall furnish each employee providing collection services related to this Agreement with an appropriate means of identifying the person as an employee of the FRANCHISEE for the purpose of direct customer service while performing collection services within the LSWCDD.
- c. The FRANCHISEE shall ensure that any collection vehicle operator performing collection services under this Agreement is properly trained and licensed to operate the collection vehicle. Documentation of such training and licensing shall be made available to the COUNTY upon request during the term(s) of this agreement.
- d. The FRANCHISEE employees providing any service related to this Agreement shall maintain a courteous and respectful attitude to the public. Furthermore, the FRANCHISEE shall ensure their employees avoid using profanity or otherwise rude or offensive language while engaging with the general public.
- e. The FRANCHISEE shall ensure that all employees providing curbside collection services are properly trained for such work. Training shall meet or exceed standards required by OSHA and FDOT CDL standards. The FRANCHISEE shall retain such training records and provide them to the COUNTY upon request during the term of this Agreement.
- f. The FRANCHISEE shall not accept any remuneration from any residential customer within the LSWCDD while providing Residential Waste and Recycling collection services under this Agreement except as specifically authorized within this Agreement.

16. QUALITY OF SERVICE

- a. The FRANCHISEE shall exercise reasonable care and diligence in the collection process to provide collection services with as little disturbance to residents as possible.
- b. The FRANCHISEE shall handle Waste and Recycling Roll Carts in a manner to prevent damage and shall leave them in an upright position at the same point from which they were collected.
- c. The FRANCHISEE shall make reasonable efforts to ensure the lids of the Waste and Recycling Roll carts are closed after collection.

25-0718-ITB – Lealman Residential Waste Collection and Disposal Services
STATEMENT OF WORK

- d. The FRANCHISEE shall ensure that any spillage of Residential Waste or Recyclables on a Residential Unit property or right of way resulting from FRANCHISEE collection services is immediately cleaned up.
- e. The FRANCHISEE at their own discretion may utilize Automated Side Loaders (ASL) for Waste and Recyclable Collection services. Use of such ASL equipment shall not relieve the FRANCHISEE of their responsibility to collect Residential Waste that was properly placed curbside outside of the Waste Roll Cart on the Collection Day.
- f. The FRANCHISEE shall take care to prevent damage to public and private property and shall be responsible for all costs associated with the repair or replacement of damaged property that can be ascribed to the actions of the FRANCHISEE's equipment, employees, or agents. The FRANCHISEE shall be responsive to any and all damage claims resulting from the performance of services described in this Agreement.

17. CUSTOMER COMMUNICATIONS/COMPLAINTS

- a. The FRANCHISEE shall establish and maintain a customer service call system utilizing a local telephone number for LSWCDD customers during Business Hours described in Section D, Item 15 – FRANCHISEE LOCAL OFFICE.
- b. The FRANCHISEE shall ensure that the call system has the adequate number of operators and capacity to ensure prompt answering by a live customer service representative.
- c. The FRANCHISEE shall ensure that the call system is overseen and/or staffed by at least one person that is authorized and trained to respond to service inquiries and resolve complaints. Training for that person shall include familiarity with the services outlined in this Agreement.
- d. The FRANCHISEE shall respond and attempt to resolve all complaints within a twenty-four (24) period of receiving such complaint. In cases where the complaint was received on Saturday or Sunday, the FRANCHISEE shall respond and attempt to resolve the complaint by the end of the following Business Day.

18. RECORDKEEPING AND REPORTING

- a. The FRANCHISEE shall maintain a log of all LSWCDD customer complaints/concerns received. The log shall include at a minimum, the date, customer name, address, phone number, description of complaint, and attempted resolution. The FRANCHISEE shall provide the COUNTY with an electronic copy in a .pdf format via email to the District Representative by the end of the Business Day, on the day of the occurrence.
- b. The FRANCHISEE shall retain/maintain an up-to-date list of customers subscribed to Recycling Services. The list at a minimum shall include the LSWCDD address where the services are provided.
- c. The FRANCHISEE shall provide the COUNTY with the recycling information required by Pinellas County Code Chapter 106, Article V – Hauler Licensing.

19. HYDRAULIC OIL SPILL PREVENTION AND RESPONSE PROCEDURES

- a. The FRANCHISEE shall ensure that all collection vehicle operators providing services under this Agreement are properly trained and equipped to prevent and respond to hydraulic oil spills.

25-0718-ITB – Lealman Residential Waste Collection and Disposal Services
STATEMENT OF WORK

- b. The FRANCHISEE shall ensure that each collection vehicle's hydraulic system is inspected prior to use each Business Day and is equipped with a spill kit and other equipment consistent with the requirements of Section D, Item 16 – VEHICLES AND EQUIPMENT.
- c. In the event that a hydraulic oil spill occurs while performing services related to this Agreement, the FRANCHISEE shall ensure the following steps are taken:
 - i. Stop the spill.
 - ii. Contain the spill to prevent further spread.
 - iii. Document the spill with photos.
 - iv. Cleanup the spill as much as possible using equipment specified in Section D, Item 16 – VEHICLES AND EQUIPMENT.
 - v. Report the spill to Pinellas County Public Works via the Environmental Management Hotline 727-464-4425 or via email to watershed@pinellas.gov and follow any direction provided by Environmental Management staff.
 - vi. Report the spill to the District Representative by the end of the Business Day. The report at a minimum shall include, Date, location of spill, confirmation that the spill was reported to Pinellas County Environmental Management, and steps taken in response to the spill.

20. DISASTER PREPAREDNESS AND RESPONSE

- a. In the event of a Declared Emergency where the Pinellas County Board of County Commissioners has initiated a disaster declaration and the disaster has a direct impact to the FRANCHISEE's ability to perform their responsibilities under this Agreement, the FRANCHISEE may be temporarily relieved of performing such affected services without penalty.
- b. The FRANCHISEE shall as soon as practical request such relief via email to the District Representative. The request shall include but is not limited to date of request, date(s) of requested relief, specific responsibilities that the FRANCHISEE could not/cannot perform due to the disaster. The District Representative shall provide a response providing approval, denial, or request for additional information within one (1) Business Day of receiving the request. In the event the District Representative requests additional information, the FRANCHISEE shall provide such information within one (1) Business Day. Upon receiving all requested additional information, the District Representative shall then provide approval or denial within one (1) Business Day.
- c. The FRANCHISEE shall continue providing all services under this Agreement as soon as conditions allow.
- d. In the event of severe storm conditions such as a Tropical Storm or Hurricane with or without a disaster declaration by the COUNTY, the FRANCHISEE shall expect that the volume of Containerized Yard Waste will increase. The FRANCHISEE shall be responsible for collecting the Containerized Yard Waste but may do partial collection of the Containerized Yard Waste each Collection Day until gone.
- e. In the event that the Declared Emergency has resulted in the COUNTY providing curbside disaster debris collection within the LSWCDD, the FRANCHISEE shall not be responsible for collecting such disaster debris that is being collected by the COUNTY's debris contractor(s).

21. HAULER LICENSE

25-0718-ITB – Lealman Residential Waste Collection and Disposal Services
STATEMENT OF WORK

The FRANCHISEE shall obtain and retain a current Hauler License as required by Pinellas County Code Chapter 106, Article V throughout the term(s) of this Agreement.

E. COUNTY RESPONSIBILITIES

1. RESIDENTIAL UNIT SPREADSHEET

- a. The COUNTY shall maintain a current Residential Unit Spreadsheet (RUSS) that contains a listing of each Residential Unit being serviced under the LSWCDD. This listing shall include the following information, Residential Unit address, Residential Unit parcel number, and number of Residential Units per parcel.
- b. The COUNTY shall pay the FRANCHISEE on a monthly basis for Curbside Residential Waste Collection services performed during the previous month upon submission of a proper invoice. The amount of the monthly payment shall be equal to the FRANCHISEE's bid price, as adjusted in accordance with Section F – RATE ADJUSTMENTS, multiplied by the number of Residential Units listed on the RUSS for the previous month.
- c. The COUNTY shall provide a copy of the previous month's RUSS to the FRANCHISEE by the 9th day of each month updated to the previous month for such invoicing purposes.

F. RATE ADJUSTMENTS

The FRANCHISEE bid prices for Residential Waste and Recycling collection shall remain firm and shall not be adjusted through December 31, 2027, except for adjustments associated with the Disposal Fee, if required.

The FRANCHISEE bid price for Special Collection shall not be adjusted through the initial term of this Agreement.

1. RESIDENTIAL WASTE COLLECTION RATE ADJUSTMENT

- a. All rate adjustments will be calculated by the COUNTY.
- b. The rates for Curbside Residential Waste Collection shall be the sum of two components, Disposal Fee (30% of bid price) and Collection Fee (70% of bid price).
- c. Should the Tipping Fee at the Pinellas County Solid Waste Complex change at any time during the term of this Agreement, the Disposal Fee shall be adjusted upward or downward based on the percentage change in the Tipping Fee upon the effective date of the change in Tipping Fee at the Pinellas County Disposal Complex according to the following formula:

- Initial Disposal Fee = Bid Price x 30%

$$\text{Initial Disposal Fee} \times \frac{\text{New Tipping Fee}}{\text{SW Current Rate}} = \text{Adjusted Disposal Fee}$$

$$\text{Collection Fee} + \text{Adjusted Disposal Fee} = \text{New Rate}$$

- d. The Collection Fee for the purposes of adjustment shall be adjusted for changes in fuel pricing and changes in the consumer price index.

25-0718-ITB – Lealman Residential Waste Collection and Disposal Services
STATEMENT OF WORK

95% of the Collection Fee shall be adjusted according to changes in the Consumer Price Index for Garbage and Trash Collection, U.S. City Average, All Urban Consumers, Not Seasonally Adjusted (Series ID - CUUR0000SEHG02), over the previous calendar year according to the following formula:

- Initial Collection Fee = Bid Price x 70%
- Preceding Year Average CPI = Average CPI - January – December of the preceding year
- Initial Year CPI = CPI for January 2026

$$\text{(Initial Collection Fee x 95\%)} \times \frac{\text{Preceding Year CPI}}{\text{Initial Year CPI}} = \text{Adjusted CPI Collection Fee}$$

5% of the Collection Fee shall be adjusted according to changes in the Lower Atlantic (PADD1C) Number 2 Diesel Retail Price over the previous calendar year according to the following formula:

- Initial Collection Fee = Bid Price x 70%
- Preceding Year Average PADD1C = Average PADD1C - January – December of the preceding year
- Initial Year PADD1C = PADD1C for January 2026

$$\text{(Initial Collection Fee x 5\%)} \times \frac{\text{Preceding Year Average PADD 1C}}{\text{Initial Year PADD1C}} = \text{Adjusted Fuel Collection Fee}$$

$$\text{Adjusted CPI Collection Fee} + \text{Adjusted Fuel Collection Fee} + \text{Disposal Fee} = \text{New Rate}$$

3. RESIDENTIAL RECYCLING COLLECTION RATE ADJUSTMENT

- a. All rate adjustments will be calculated by the COUNTY.
- b. The rates for Curbside Residential Recycling Collection shall be the sum of two components, Tipping Fee (30% of bid price) and Collection Fee (70% of bid price).
- c. The Tipping Fee portion of the Residential Recycling Collection rate shall not be adjusted during the initial term of this Agreement.
- d. The Collection Fee for the purposes of adjustment shall be adjusted for changes in fuel pricing and changes in the consumer price index.

95% of the Collection Fee shall be adjusted according to changes in the Consumer Price Index for Garbage and Trash Collection, U.S. City Average, All Urban Consumers, Not Seasonally Adjusted (Series ID - CUUR0000SEHG02), over the previous calendar year according to the following formula:

- Initial Collection Fee = Bid Price x 70%
- Preceding Year Average CPI = Average CPI - January – December of the preceding year
- Initial Year CPI = CPI for January 2026

$$\text{(Initial Collection Fee x 95\%)} \times \frac{\text{Preceding Year CPI}}{\text{Initial Year CPI}} = \text{Adjusted CPI Collection Fee}$$

25-0718-ITB – Lealman Residential Waste Collection and Disposal Services
STATEMENT OF WORK

5% of the Collection Fee shall be adjusted according to changes in the Lower Atlantic (PADD1C) Number 2 Diesel Retail Price over the previous calendar year according to the following formula:

- Initial Collection Fee = Bid Price x 70%
- Preceding Year Average PADD1C = Average PADD1C - January – December of the preceding year
- Initial Year PADD1C = PADD1C for January 2026

$$(\text{Initial Collection Fee} \times 5\%) \times \frac{\text{Preceding Year Average PADD 1C}}{\text{Initial Year PADD1C}} = \text{Adjusted Fuel Collection Fee}$$

$$\text{Adjusted CPI Collection Fee} + \text{Adjusted Fuel Collection Fee} + \text{Disposal Fee} = \text{New Rate}$$

G. ROLL CART SPECIFICATIONS

1. WASTE COLLECTION ROLL CART

- The COUNTY will provide the FRANCHISEE with the current inventory of stored Waste Roll Carts equal to or greater than one hundred fifty (150). The FRANCHISEE shall store and maintain this spare inventory at no less than one hundred fifty (150).
- The FRANCHISEE shall be responsible for purchasing, storing, maintaining, delivering, and servicing all Waste Roll Carts required under the terms of this Agreement. All Waste Roll Carts are and shall remain property of the LSWCDD.
- The FRANCHISEE shall ensure that any new Waste Roll Carts purchased by the FRANCHISEE to maintain the required minimum spare inventory meet the following specifications:

Construction and Design	• Must meet ANSI Standards Z245.30 and Z245.60 • Equipped with rotating steel bar compatible with semi-automated garbage collection • Body of the Roll Cart must be one piece • UV stabilized • Bottom mold-in wear strips on bottom • Manufactured with 100% recyclable HDPE • Horizontal handle(s) to have ergonomical design for pushing and pulling • Handle integrally molded with only smooth surfaces exposed to hands of the user • One piece lid with lift handles for easy opening • Lid must hinge to freely and fully rotate 270° from closed to open positions • Lid designed to keep out rain when lid is fully closed and designed to be durable, resistant to warping, bending, slump or distortion • Cart must be designed to remain stable and upright in winds of up to 20 mph when empty • Equipped with two (2) plastic molded or rubber wheels making the cart easily moved and maneuvered
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25-0718-ITB – Lealman Residential Waste Collection and Disposal Services
STATEMENT OF WORK

	- Wheels to be snap-on and/or attached in a way that prevents unintended detachment - Wheels must be at least 10-inch diameter - Roll Cart must have a working unique integrated RFID tag installed into the body with no exposure to outside elements and not visible to users
<u>Size/Capacity</u>	96 gallon (± 2 gallons) - Less than 30 inches width - Less than 48 inches in Height
<u>Color/Markings</u>	- The Roll Cart must be grey in color – <i>Painted Roll Carts are prohibited</i> - Lid must have mold-in or hot stamp showing direction to face street - Pinellas County logo provided by the County must be clearly molded, inscribed, or hot-stamped on both sides of the body of the Roll Cart
<u>Warranty</u>	Roll Carts must come with a 10-year warranty against defects in materials, function, and workmanship for a minimum of 10 years

2. RECYCLING COLLECTION ROLL CART

- a. The FRANCHISEE shall be responsible for purchasing, storing, maintaining, delivering, and servicing any and all Recycling Roll Carts required under the terms of this Agreement. The Recycling Roll Carts shall remain property of the FRANCHISEE.
- b. The FRANCHISEE shall ensure that Recycling Roll Carts meet the following specifications:

Construction and Design	- Must meet ANSI Standards Z245.30 and Z245.60 - Equipped with rotating steel bar compatible with semi-automated garbage collection - Body of the Roll Cart must be one piece - UV stabilized - Bottom mold-in wear strips on bottom - Manufactured with 100% recyclable HDPE - Horizontal handle(s) to have ergonomical design for pushing and pulling - Handle integrally molded with only smooth surfaces exposed to hands of the user - One piece lid with lift handles for easy opening - Lid must hinge to freely and fully rotate 270° from closed to open positions - Lid designed to keep out rain when lid is fully closed and designed to be durable, resistant to warping, bending, slump or distortion - Cart must be designed to remain stable and upright in winds of up to 20 mph when empty - Equipped with two (2) plastic molded or rubber wheels making the cart easily moved and maneuvered - Wheels to be snap-on and/or attached in a way that prevents unintended detachment - Wheels must be at least 8-inch diameter
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25-0718-ITB – Lealman Residential Waste Collection and Disposal Services
STATEMENT OF WORK

	Roll Cart must have a working unique integrated RFID tag installed into the body with no exposure to outside elements and not visible to users
<u>Size/Capacity</u>	35 - 64 gallon (± 2 gallons) - Less than 30 inches width - Less than 48 inches in Height
<u>Color/Markings</u>	- The Roll Cart must be medium to light blue in color – <i>Painted Roll Carts are prohibited</i> - Lid must have mold-in or hot stamp showing direction to face street - COUNTY approved Recycling logo must be clearly molded, inscribed, or hot-stamped on both sides of the body of the Roll Cart.
<u>Warranty</u>	Roll Carts must come with a 10-year warranty against defects in materials, function, and workmanship for a minimum of 10 years

H. **LIQUIDATED DAMAGES**

If the Contractor fails to complete the services in accordance with the specifications herein, and within the times specified, the Contractor hereby agrees that, because of the immeasurability of the damages the County would suffer because of such a breach, the provisions below will determine the Contractor's liability, not as a penalty, but as liquidated damages.

The following schedule is a list of Liquidated Damages that may be assessed by the COUNTY to the FRANCHISEE should the FRANCHISEE fail to perform certain responsibilities or remedy certain failures to perform as outlined below.

Any Liquidated Damages assessed by the COUNTY shall be assessed via a deduction on the FRANCHISEE's next monthly invoice. A deduction shall not take place until COUNTY has provided the FRANCHISEE with notice of assessment. The County will provide notice within 5 business days from when the County's becomes aware of an incident of noncompliance, that liquidated damages may be assessed. FRANCHISEE will have opportunity to address with the County and provide evidence (if any) of compliance (i.e., to show an assessment is not justified).

	<u>Damage Description</u>	<u>Response Timeframe</u>	<u>Assessment</u>
1.	Missed Collection	One (1) Business Day*	\$50.00 per incident
2.	Failure to Complete Route	One (1) Business Day*	\$500.00 per incident
3.	Failure to leave Door Hanger for Collection Refusal	N/A	\$50.00 per incident
4.	Failure to respond to Customer Complaint	One (1) Business Day*	\$50.00 per Incident
5.	Failure to provide Complaint Report	One (1) Business Day*	\$50.00 per incident
6.	Failure to deliver Residential Waste to the Designated Facility	N/A	\$500.00 per incident

25-0718-ITB – Lealman Residential Waste Collection and Disposal Services
STATEMENT OF WORK

8.	Failure to perform Spill Response Procedure	N/A	\$1,000.00 per incident
10.	Failure to provide/replace/repair Roll Cart upon notice by the County to do so	Within five (5) Business Days of notice	\$50.00 per incident

***One (1) Business Day (through 7:00 p.m. on the following Business Day)**

APPENDIX A

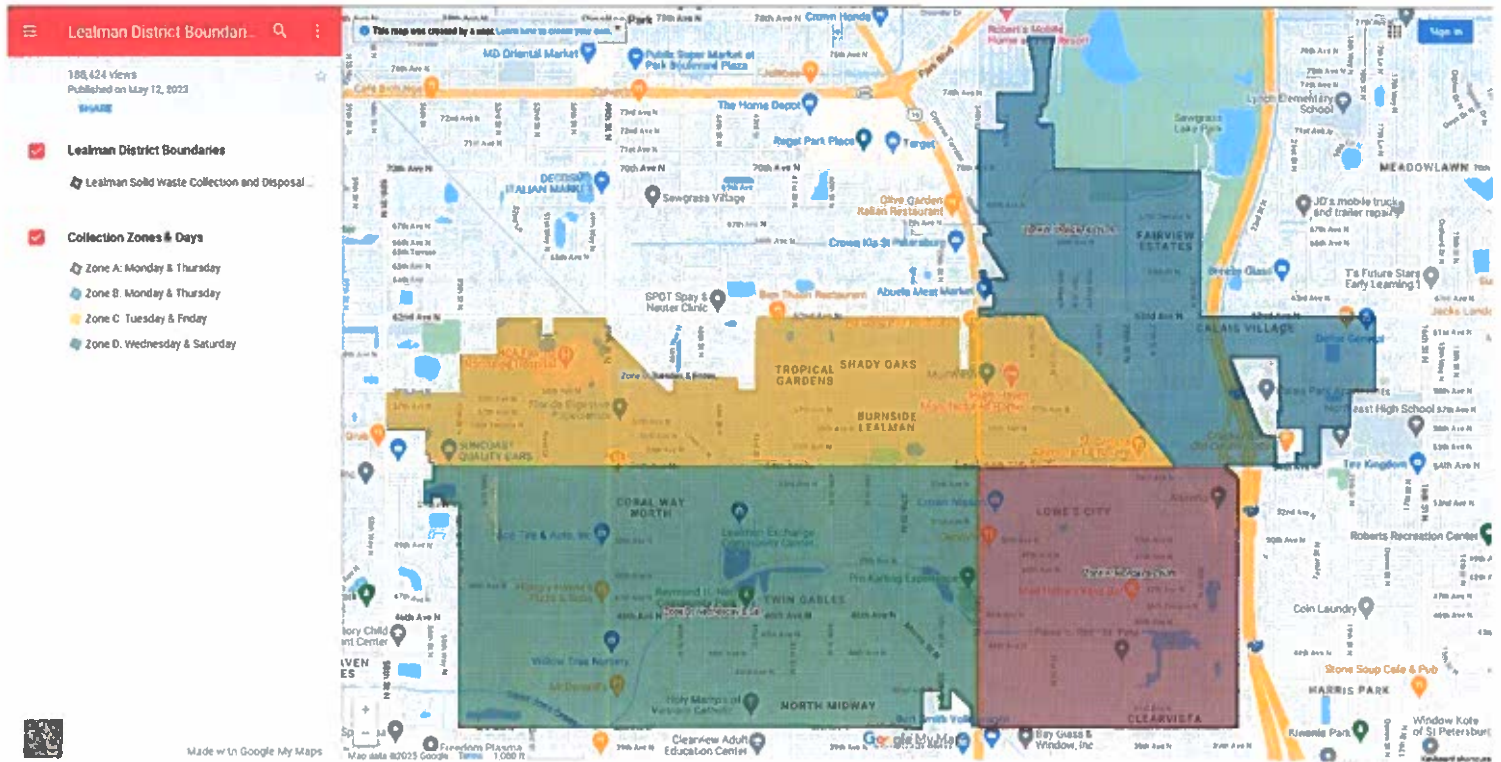


EXHIBIT F – Pricing Proposal

A. Services to be paid for by Pinellas County

Service	Unit Cost Per Month	Quantity	Monthly Total	Annual Total
Curbside Residential Waste Collection - Twice Weekly	\$22.25	8000	\$178,000.00	\$2,136,000.00

B. Services to be paid by residents who choose to enroll

Service	Unit Cost Per Month
Curbside Residential Recycling Collection – Subscription Based Service	\$5.00