



**CITY OF VIRGINIA BEACH, VIRGINIA  
PURCHASE ORDER**

VENDOR: TFC RECYCLING  
1958 DIAMOND HILL RD  
CHESAPEAKE, VA 23324  
United States

**SHIP TO**  
DPW/WASTE MANAGEMENT  
ADMINISTRATION  
3024 HOLLAND ROAD  
VIRGINIA BEACH, VA 23456  
United States


**BILL TO**  
DPW/WASTE MANAGEMENT  
ADMINISTRATION  
3024 HOLLAND ROAD  
VIRGINIA BEACH, VA 23456  
United States

Purchase Order		
PO NUMBER NO.	REVISION	PAGE
PWRB-17-0001	0	1 of 1
THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCE RELATED TO THIS ORDER		
DATE OF ORDER	BUYER	
24-FEB-17	J McConnell	
DATE OF REVISION	BUYER	

FOR PAYMENT INCLUDE PO NUMBER ON INVOICE(S) AND SUBMIT TO BILL TO ADDRESS

CUSTOMER ACCT NO.	VENDOR NO. 136758	PAYMENT TERMS Net 30	FREIGHT TERMS PP&ALL/Inside Delivery	F.O.B. Destination	SHIP VIA
CONFIRM TO /TELEPHONE (757) 222-2173			REQUEST TO / DELIVER TO		

LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	TAX
	REFERENCE: RESIDENTIAL RECYCLING SERVICES AGREEMENT CITY OF VIRGINIA BEACH VIRGINIA BEACH, VA  THIS PURCHASE ORDER SHALL SERVE AS THE TRANSMITTAL DOCUMENT FOR THE ABOVE REFERENCED AGREEMENT.  Purchase Agreement Effective From 01-NOV-17 to 30-JUN-24						

<b>PURCHASE CONDITIONS</b> 1. The City of Virginia Beach will not be responsible for goods/services not stated on the above purchase order. 2. All copies of invoices(s) shall be forwarded directly to the department or using agency at the above invoice address. 3. Equipment, material and/or supplies delivered on this order shall be subject to inspection and testing upon receipt and if rejected shall remain the property of the vendor. 4. The City of Virginia Beach federal tax exemption identification is #54-0722061. 5. All City of Virginia Beach business license, personal property, real estate and other applicable tax requirements shall be met by vendor. 6. The City of Virginia Beach does not discriminate against faith-based organizations in accordance with the Code of Virginia, Section 11-35.1, or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law to discrimination in employment.	<b>ATTENTION OF VENDORS IS INVITED TO SECT. 15 1-73 CODE OF VIRGINIA (CONFLICT OF INTEREST)</b>	<b>TOTAL</b>	
	DELIVERY RECEIVED	EXECUTION	 AUTHORIZED SIGNATURE
	INVOICE RECEIVED	Taylor V. Adams, CPPO PURCHASING AGENT	
	INVOICE NUMBER		

RESIDENTIAL RECYCLING SERVICES AGREEMENT  
CITY OF VIRGINIA BEACH  
VIRGINIA BEACH, VA

I. Identification of Parties:

This AGREEMENT, made and entered into as of this 24<sup>th</sup> day of February, 2017, by and between the CITY OF VIRGINIA BEACH, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to as the "City" and TIDEWATER FIBRE CORP., having a principal place of business at 1958 Diamond Hill Road, Chesapeake, Virginia, 23324 hereinafter referred to as "Contractor."

II. Scope of Work:

A. General Requirements:

1. The Contractor shall provide all equipment, labor and materials necessary to provide curbside, drop-off, and resort area recycling services to the City and perform other related services. Services shall provide for the collection and recycling of the following material: Newspapers, cardboard, junk mail, cartons and catalogue quality papers (collectively, "fibres"); clear, green and brown glass bottles and jars ("glass"); aluminum cans and foil ("aluminum"); steel cans ("steel"); #1 through #7 plastic bottles ("plastic"). Fibres, glass, aluminum, steel, and plastic are hereinafter collectively referred to as "Mutually Accepted Material." Work shall include, but not be limited to, furnishing the following services:
  - a. Automated curbside recycling collection from 95 gallon carts for approximately 122,000 active single family residential units; and
  - b. Manual curbside recycling collection from 18 gallon bins for approximately 682 townhouse residential units; and
  - c. Front load and Roll-off container recycling collection for 4 community drop-off recycling centers throughout the city; and
  - d. Front load and Roll-off container recycling collection from various municipal facilities; and
  - e. Oceanfront, Atlantic Avenue, and Sandbridge resort areas manual collection recycling services; and

- f. Sorting, processing and sale of all recyclable materials collected under this AGREEMENT, and/or recyclables collected by the City and delivered to the Contractor's processing site; and
- g. Marketing and other related services necessary to support the recycling programs.

The Contractor shall be responsible for all aspects of provision of the services including, but not limited to, collection vehicles, labor, all drop off containers, processing of the recyclables collected and delivery to final market. All material collected shall be the property of the Contractor at the point of collection.

2. RFP/Proposal Documents:

The City's RFP Item #PWRB-17-0001 and the Contractor's proposal submitted in response to the solicitation and subsequent modifications made to the proposal through the RFP process are hereby incorporated by reference; provided, however, that in the event there is a conflict between the provisions of the RFP or the proposal, and the provisions of this AGREEMENT, the provisions of this AGREEMENT shall be controlling.

B. Special Requirements

1. Term:

- a. The term of the AGREEMENT shall commence on the date set forth in Section I herein and shall terminate on June 30, 2024 ("Current Term"). The beginning date of the services shall be on November 1, 2017.
- b. The AGREEMENT may be extended for one (1) additional five-year (5 year) term upon mutual written agreement of both parties and based on the existing AGREEMENT terms and conditions. Neither party shall have any obligation to renew this AGREEMENT after the Current Term or any subsequent term. The written agreement to extend the AGREEMENT shall be executed by both parties no later than 60 days prior to the expiration of the Current Term.
- c. No later than one year prior to the expiration of the Current Term, the party requesting extension or termination shall provide written notice to the other of the desire to either extend this AGREEMENT or allow this AGREEMENT to terminate. If no notice is given then this AGREEMENT shall terminate at the

expiration of the Current Term. Notice shall be provided as stipulated in Section III. R of this AGREEMENT.

2. Residential Curbside Collection

a. Automated and Manual curbside collection of recyclable materials shall be performed the same day that normal solid waste service is provided by the City. The frequency of collection shall be every other week. The Contractor agrees to honor the same holiday collection schedule used by the City.

(1) In case of inclement weather and other disasters, the City reserves the right to suspend all regular collections of solid waste and collections of curbside recyclables where, in the judgment of the City, the health and safety of City employees, the Contractor's employees, or the general public is in jeopardy. The City is responsible for immediately notifying the Contractor when such a determination is made and the Contractor agrees to immediately withdraw all collection vehicles from the City streets. The City will provide as much notice as possible to the Contractor as to the time or date when collections should resume and the date or any time specified by the City for make-up collections. The Contractor management, in coordination with City management, shall consult with each other prior to suspending recycling collection due to weather or disasters. Contractor reserves the right to suspend recycling collection due to weather or disasters if, based on its sole judgment, continuing collection constitutes an unacceptable risk to its employees or the general public.

(2) The Contractor agrees that collection services shall not begin before 7:00 a.m. and shall generally be completed by 5:00 p.m. unless otherwise approved by the City. The Contractor agrees that missed collections shall be serviced within 24 hours or the same day, depending upon the time of notification. The Contractor shall service late "set outs" the next normal recycling collection day.

b. Residential containers (Automated and Manual Curbside Recycling). The City shall provide and distribute new and replacement 65 or 95 gallon, lidded, wheel mounted, automated recycling containers ("carts"), and 18 gallon bin ("bin") containers for residential customers as needed, except as stated in provision

II.B.7 herein. Carts and bins have already been distributed to existing residences. Some residences have been provided two or more containers due to high recycle volumes. These shall be serviced at no additional cost.

- c. For automated collection service, which uses a truck equipped with a mechanized arm to empty the contents of the 65 or 95 gallon roll carts, the Contractor shall not be responsible for collection of materials not placed inside the cart.
  - d. For manual collection service, which requires an operator to physically empty the contents of 18 gallon bins into the collection vehicle, the Contractor shall also be responsible for collection of Mutually Accepted Materials that are outside of the 18 gallon bin. For items that cannot be placed completely inside the bin, residents should put mixed fibres inside of a kraft paper bag and any additional non-fibre recyclable that will not fit in the bin in a different kraft paper bag or container as designated by the Contractor and place the material next to the curbside bin. This material shall be collected by the Contractor. Residents shall be required to place their containers at curbside in accordance with Section 31-28 of the Virginia Beach City Code.
  - e. The Contractor shall provide automated or manual collection service to all residences serviced by the City for normal solid waste service at a level of service equal or in excess to that provided by the City.
3. Front Load and Municipal Drop-Off Collection
- a. Front Load Containers shall be 4, 6, or 8 Cubic Yard, must meet City approval, and shall be suitable for the intended purpose, including having the container picked up and its contents emptied into a Front Load Collection vehicle. Roll-off containers shall be 30 Cubic Yards, must meet City approval, and shall be suitable for the intended purpose, including having the container and contents loaded onto a Roll-off Collection vehicle to be transported to the recycling processing center for unloading of the contents.
  - b. The Contractor shall provide the size and number of Front Load and Roll-off recycling containers to the designated community drop-off recycling center sites (“Drop-Off Collection Containers”) and various municipal office paper collection sites as determined by the City. Signage for the Drop-Off Collection Containers shall be provided by the Contractor. The Drop-Off Collection

Containers signage and containers shall meet the approval of the City.

- c. The Contractor shall maintain the collection containers in a sanitary and odor free condition. Said maintenance shall include, but not be limited to, when determined by the City, making necessary repairs to the drop-off collection containers, removing graffiti from the drop-off collection containers, steam cleaning the drop-off collection containers, replacing drop-off collection containers that do not meet the City's standards as defined in Sections 31-47 and 31-48 of the Virginia Beach City Code. Drop-off collection containers and pad areas shall be steam cleaned before the start of each school year.

4. Resort Area – Oceanfront and Atlantic Avenue Recycle Collection

Resort area recycle collection season shall be defined as May 1 through, and including, September 30 of each year and shall apply to Oceanfront, Atlantic Avenue, and Sandbridge collection areas. The season's start and/or end dates may be adjusted depending on scheduled events as requested by the City. For additional days the Contractor shall be paid on a prorated basis, based on the cost per day for a 30 day month. Notwithstanding the above, the City, at any time and for any reason, may require Contractor to cease operation of the Oceanfront Recycling Services. In the event of such termination, Contractor shall be paid such amount as shall compensate Contractor for the work satisfactorily completed, and accepted by the City at the time of the termination.

- a. Oceanfront – Contractor shall supply and place recycling containers on the sand at all beach access points between 2nd Street and 40th Street at the Virginia Beach Oceanfront. The Contractor shall also supply and place recycling containers in the 17th, 24th, and 31st Street Parks and the Boardwalk. With the prior written consent of the City's Resort Administrator, Contractor may place additional containers at the access points or parks, if City determines that additional containers are necessary to ensure sufficient collection.

- (1) The recycling containers shall not contain the Contractor's corporate logo, or any other logos without prior written approval from the City, and shall be suitable for weather conditions in that area. All containers shall be 48 gallon, pyramid lid with beverage holes, and pepsi blue color. Containers shall be marked for recycling and must be approved by the City.

- (2) Contractor shall collect and/or empty the recycling containers daily between 6 a.m. and 7:30 a.m.
  - (3) Contractor may operate one vehicle on the boardwalk for daily collection purposes, but such vehicle may not travel faster than 10 miles per hour on the boardwalk, and Contractor must ensure that no fluids leak from the vehicle. In the event that any fluid does leak, Contractor must immediately inform the Resort Administrator of the leak and must take all steps necessary to remove the leaked fluids before 8 a.m. on the day of the leak.
  - (4) Oceanfront Recycling Services shall be billed separately from the other recycling services being provided under the AGREEMENT.
- b. Atlantic Avenue - The Contractor shall provide daily recycling collection services following the same resort area season along Atlantic Avenue from 1st Street to 40th Street, both sides of the street, following the same time requirements for service at the Oceanfront resort area. The City shall provide all containers, lids, and bags for the containers.
- (1) Atlantic Avenue Recycling Services shall be billed separately from the other recycling services being provided under the AGREEMENT.
5. Sandbridge Resort Area Recycle Collection
- Contractor shall provide daily recycling collection services in the Sandbridge Resort area following the same resort area recycle collection season as Oceanfront. Service area is Sandfiddler Road ocean side; street side - City provides all containers. Size of the containers is 45 gallon. Additional containers may be applied as needed per City's request.
6. Municipal Center and other selected Municipal properties collection
- The City will collect all recyclable materials from the Municipal Center and selected Municipal properties. The Contractor shall accept, sort, and process all collected recyclable materials from these locations
7. Property/Container Damage:
- Any drop-off recycling collection container that is damaged shall be

replaced by the Contractor within twenty-four business hours after notification of said damage.

- (1) The City shall be responsible for the maintenance and replacement of the automated residential carts including installation of replacement parts due to normal wear and tear and residents' abuse. The Contractor shall notify the City of recycling carts damaged by the Contractor. City provided carts that are damaged by the Contractor's agents, employees or equipment due to negligence shall be repaired and/or replaced by the City and all associated costs deducted from the following month's payment to the Contractor.
- (2) Any property damage resulting from Contractor's operation shall be investigated by the Contractor within 24 business hours, and if possible, the same day. A written report as to the nature of the complaint shall be provided to the City in a timely manner. Any property damage resulting from Contractor's operation shall be corrected by the Contractor within 30 days.

8. Litter:

The Contractor shall be responsible to ensure the cleanliness of the pickup area immediately after collection. The Contractor shall employ the necessary equipment that will eliminate spillage and scattering of material during the collection from the containers. Should spillage and/or scattering occur, the Contractor shall be responsible to broom clean and remove any debris resulting from their operation.

9. Vehicle Maintenance:

The Contractor shall provide an appropriate number of vehicles for regular collection services, and an adequate spare vehicle ratio to ensure regular collections are completed. Vehicles and other equipment utilized in the performance of the services shall be maintained in a safe and lawful condition, free of hydraulic or other fluid leaks, and in a sanitary and odor free condition. Vehicles used for the collection of the material shall be designed to prevent material and/or material residue leakage.

10. Residue:

Residue shall be defined as material collected under this AGREEMENT that was not a Mutually Accepted Material and not considered a hazardous material or waste as defined in section II.B.11 of this AGREEMENT or items that have been contaminated beyond recyclability or material that

cannot be reasonably recovered through the Contractor's sorting process due to its size or mixture. Costs associated with hauling and lawful disposal of residue is the responsibility of the Contractor.

11. Hazardous Material or Waste:

Hazardous material or waste shall be defined as any amount of waste that is identified as not permitted by law, infectious, or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation Act of 1976, as amended, and any applicable state law. If the Contractor discovers that hazardous material or waste has been collected under this AGREEMENT, the Contractor shall take all steps necessary for the assessment and containment of the hazardous material or waste in a safe and reasonable manner. The Contractor shall then promptly notify the City of the presence of Hazardous material or waste, and the City shall be responsible for the prompt and safe removal and disposal of material from the Contractor.

12. Complaints:

- a. Complaints from residential households shall be taken by the City and handled by the Contractor on a daily basis. The Contractor shall maintain office hours from 8:00am to 5:00 pm on collection days and shall be accessible for telephone, e-mail, or other communication methods as deemed mutually acceptable.
- b. The Contractor shall respond to complaints within one working day (eight work hours) and provide a written response to all complaints forwarded by the City on a daily basis.
- c. The Contractor shall maintain a list of all complaints, the nature of the complaint, the address of the complainant, the corrective action taken to satisfy the complaint, and a suggested program of improvement to preclude future complaints of a similar nature. A written summary of complaint log shall be delivered to the City monthly for inspection.
- d. The Contractor shall designate at least one responsible supervisor, with a vehicle and adequate means of communication, who shall be present at all times within the City while collection operations are in progress. The supervisor shall be available to monitor collections, receive and respond to complaints, answer inquiries and resolve disputes with respect to the AGREEMENT services.

- e. The Contractor shall also maintain an on-board log in each collection vehicle and supervisor vehicle for the purpose of recording the household address and date of issuance of a container rejection sticker. The Contractor may decline to service containers that are out of regulation for such reasons as overfilled or containing unacceptable materials. However, the Contractor shall place a rejection notice on the container with the date and reason for rejection. Failure to identify reasons for rejection shall be considered a miss on the Contractor's part. The Contractor shall identify repeat rejection locations and shall provide the documentation necessary for the City to further address the concern with the resident.

13. Weighing Facilities:

The Contractor shall operate and maintain equipment capable of weighing incoming and outgoing vehicles delivering recyclable material collected under this AGREEMENT at the Contractor's recycling facility. The Contractor shall maintain daily, weekly and monthly records of vehicles weighed at the Contractor's recycling facility and shall make the records available to the City on a monthly basis. The Contractor shall maintain tare weights for each vehicle utilizing the Contractor's recycling facility. Based on the information collected, the Contractor shall calculate the amount of material delivered to the Contractor's recycling facility pursuant to this AGREEMENT.

14. Schedule of Commodities:

Based on a minimum of three months of actual data, the Contractor and City shall agree upon a schedule of percentages that reflects the amount of each type of recyclable and residue included in each ton of material collected, e.g., 68% fibre, 2% HDPE, 1% aluminum, etc. This schedule along with the weights obtained in Attachment 1 of this AGREEMENT shall be used to determine the type and amount of material processed at the Contractor's recycling facility and available for sale, and the amount of residual for disposal. On an annual basis, each party agrees upon request of the other, to review the schedule of percentages to ascertain if it reflects the actual percentage of commodities being processed and make adjustments when warranted.

15. Reports:

1. The Contractor shall provide accurate monthly statements, on or before the 15th of the month for the previous month's activities, indicating the amount of each recyclable collected during the

month. Said reports shall be submitted to the Waste Management Administrator, Division of Waste Management, City of Virginia Beach, 3024 Holland Road, Virginia Beach, Virginia, 23453.

2. As part of each Monthly Report, the Contractor shall set forth the following:
  - a. Material Summary. The amount and types of Mutually Acceptable Materials collected and processed, and the revenue payments owed to the City.
  - b. Set-out rate – The Contractor shall record set-out rates for each route in the City daily and report them to the City in the aggregate monthly.
  - c. Residue. The amount of residue collected and disposed.
  - d. Weights of materials. Weighing of recyclables collected by route shall be performed daily and reported monthly along with general comments regarding significant changes from previous months.
  - e. Marketing Report. The Contractor shall report sales of secondary materials, by type, quantity, end markets, other potential markets, method, and dates of shipments annually.
  - f. Complaint Log. Copies of all complaints received during the month and the corrective actions taken shall be delivered to the City.
  - g. Rejection Log. A written summary of on-board log information shall be provided describing the number, reason and pattern (i.e., geographic location) of warning/rejection stickers issued during the previous month.

16. Zero Floor:

The Contractor agrees not to landfill any processable recyclables and not to charge the City for any negative costs associated with recycling of material collected under this AGREEMENT.

17. Routes:

City shall provide the Contractor with maps and/or addresses that indicate

the City's waste service routes. Any change in collection day for residential customers must be approved by the City. The Contractor shall be responsible for determining and optimizing individual routes within designated collection day boundaries.

18. Billing:

- a. The Contractor shall invoice the City on a monthly basis at the end of the month. City shall make payment within 30 days of the receipt of invoice; provided, however, no payments shall be due hereunder until the beginning date of the term has been established as set forth in Section II.B.1.a of this AGREEMENT.
- b. The unit prices for the services set forth in Attachment 2 attached hereto shall remain firm throughout the first year of the AGREEMENT term. The unit prices for ensuing AGREEMENT years shall be based on the movement of the unadjusted figures of the U.S. Department of Labor Consumer Price Index, (CPI) for all Urban Consumers. The AGREEMENT unit prices shall be changed by the City in an amount equal to the percentage of movement of the CPI for the twelve-month period ending in the month of January of the current year; however, any price adjustment shall be a minimum of 1% and no greater than 3%. The AGREEMENT unit prices changed as a result of this formula shall automatically become effective on each anniversary of the AGREEMENT and shall be binding on the Contractor for the subsequent AGREEMENT year.
- c. Billing for residential curbside collection shall be based on the number of residences with an Active Waste Management Account. Active Waste Management Accounts are those households that are paying for Waste Collection and other municipal services through the Combined Billing system operated by the City of Virginia Beach Public Utilities Department. Inactive accounts are those properties that qualify for City Waste Management service, but are not occupied and have discontinued all Combined Billing Services. The City shall provide the total number of Active Waste Management Accounts to the Contractor on a monthly basis. The Contractor shall verify the information and shall use the agreed upon monthly total at the time of report generation as the basis for payment for number of curbside cart and bin customers. Contractor shall not be required to service inactive accounts.
- d. Billing for front load and Roll-off collection services shall be on a monthly basis, based on the size and numbers of the containers and

frequency of collection.

- e. Billing for Oceanfront and Sandbridge recycling collection services shall be on a monthly basis, based on the number of containers.
- f. With prior notice to the Contractor, the City shall have the right to inspect the Contractor's books and records related to the collection, processing, and sale of material for the City. Upon request, the Contractor shall furnish to the City copies of any such records, and the Contractor shall have the right to charge the City the reasonable cost of reproduction.

19. Deposit Tax Legislation:

In the event that the Commonwealth of Virginia or the Federal Government enacts legislation generally applicable to the performance of this AGREEMENT, including but not limited to a redeemable deposit on any of the items listed as Mutually Accepted Materials, the Contractor or City may petition the other party for a rate adjustment.

III. General Terms and Conditions:

A. Laws and Regulations:

All applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the AGREEMENT shall apply to the AGREEMENT throughout, and such laws shall be deemed to be included in the AGREEMENT the same as though herein written out in full.

B. Applicable Law/Compliance with All Laws/Prompt Payment/Venue:

1. Applicable Law:

The AGREEMENT shall be deemed to be a Virginia AGREEMENT and shall be governed as to all matters whether of validity, interpretations, obligations, performance, or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, the AGREEMENT shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

2. Compliance with All Laws:

The Contractor shall comply with all federal, state, and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of the scope of work set forth herein. The Contractor represents that it possesses all necessary licenses and permits required to conduct its business and will acquire any additional licenses and permits necessary for performance of this AGREEMENT prior to the initiation of work.

3. Payments to Subcontractors:

- a. In accordance with Title 2.2, Chapter 43, Article 4 of the Code of Virginia (Virginia Public Procurement Act), the Contractor shall make payment to all subcontractors, as defined in the Code, within seven (7) days after receipt of payment from the City, or, shall notify the City and subcontractor in writing of the intention to withhold all or part of the amount due along with the reason for nonpayment. In the event payment is not made as noted, the Contractor shall pay interest at the rate of one (1%) percent per month, unless otherwise provided in the AGREEMENT, to the subcontractor on all amounts that remain unpaid after seven (7) days except for the amounts withheld as provided herein.
- b. These same requirements shall be included in each subcontract and shall be applicable to each lower-tier subcontractor. The Contractor shall provide the City with its social security number or federal taxpayer identification number prior to any payments being made under this AGREEMENT.
- c. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section may not be construed to be an obligation of the City. An AGREEMENT modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

4. Venue:

Any and all suits for any claims or for any and every breach or dispute arising out of this AGREEMENT shall be maintained in the appropriate court of competent jurisdiction in the City of Virginia Beach or the U.S. District Court for the Eastern District of Virginia, Norfolk Division.

C. Non-Assignment:

The Contractor shall not assign its rights and duties under this AGREEMENT without the prior written consent of the City.

D. Subcontractors:

The use of subcontractors and the work they are to perform shall receive prior written approval of the Contract Administrator for Public Works, Waste Management Division of the City (the "Contract Administrator"). The Contractor shall be solely responsible for all work performed and materials provided by subcontractors. The Contractor shall be responsible for any and all liability arising from the performance by subcontractors of the Contractor's obligations hereunder.

E. Permits and Fees:

The Contractor shall be responsible for obtaining all necessary permits and for payment of all fees for work performed under this AGREEMENT.

F. Independent Contractor:

The Contractor agrees and covenants that it is and shall be at all times, an independent contractor, and as such, shall have and maintain complete control over all of its employees and operations. Neither the Contractor nor anyone employed by it shall be, represent, act, purport to act, or be deemed to be an agent, representative, employee or servant of the City. Nothing in this section shall be deemed to absolve or otherwise limit the Contractor's liability and responsibility to safely and correctly perform its duties herein.

G. Non-Appropriation:

The City shall be bound hereunder only to the extent that funds shall have been appropriated and budgeted or are otherwise available for the purpose of this AGREEMENT. In the event that no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period of payments due under this AGREEMENT, then the City shall immediately notify the Contractor of such occurrence and this AGREEMENT shall terminate the last day of the fiscal period for which appropriations were received without penalty or expense to the City of any kind whatsoever.

H. Nondiscrimination/Drug-Free Workplace:

1. Employment discrimination by Contractor shall be prohibited. During the performance of this AGREEMENT, Contractor agrees as follows:

- a. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification/consideration reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that Contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.
  - d. Contractor will include the provisions of the foregoing Sections (a), (b), and (c) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or contractor.
2. During the performance of this AGREEMENT, Contractor agrees as follows:
- a. Contractor will provide a drug-free workplace for Contractor's employees.
  - b. Contractor will post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
  - c. Contractor will state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace.
  - d. Contractor will include the provisions of the foregoing Sections (a), (b), and (c) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each

subcontractor or contractor.

I. Certificate of Insurance:



Certificates of insurance written by a company or companies acceptable to the City shall be submitted to the Contract Administrator prior to beginning work under this AGREEMENT and no later than ten (10) days after award of this AGREEMENT. Certificates of insurance shall list the City of Virginia Beach, Risk Management Division, Municipal Center, Virginia Beach, Virginia, 23456, as the Certificate Holder and the City of Virginia Beach as an additional insured. Insurance shall be maintained during the entire term of this AGREEMENT shall be of the following forms and limits:

1. Workers' Compensation – Statutory Limits
2. Automobile Liability - \$1,000,000 C.S.L.
3. Contractor shall provide the City of Virginia Beach with a one million dollar (\$1,000,000) per occurrence and two million dollar (\$2,000,000) aggregate Commercial General Liability insurance policy, naming the City of Virginia Beach as an insured party, for any and all damages to persons or property (including the Boardwalk) arising out of any act or omission on the part of the Contractor, its subcontractors, agents, or employees.

J. Contract Bond:

A contract bond or Letter of Credit in the amount of \$1,404,317 shall be required from the Contractor. Said bond or letter of credit shall be in a form acceptable to the City and shall bind the surety to performance of all terms and conditions of this AGREEMENT, including reimbursement of payments made in advance of provisions of services. Said bond or Letter of Credit shall be submitted to the City within ten days after award of this AGREEMENT.

K. Termination with Cause:

1. In the event that the Contractor shall for any reason or through any cause be in default of the terms of this AGREEMENT, the City may give the Contractor written notice of such default by certified mail/return receipt requested at the address set forth in Section III.R. of this AGREEMENT.
2. Unless otherwise provided, the Contractor shall have fifteen (15) calendar days from the date such notice is received by the Contractor in which to cure the default. Upon failure of the Contractor to cure the default, the City may immediately cancel and terminate this AGREEMENT as of the

receipt date of the default notice.

3. Upon termination, the Contractor shall withdraw its personnel and equipment, and cease performance of any further work under this AGREEMENT.
4. In the event of any material violations of law, safety or health standards and regulations, the Contractor shall have five (5) calendar days from the date such notice is received by the Contractor in which to cure the default. Upon failure of the Contractor to cure the default, the City may immediately cancel and terminate this AGREEMENT as of the receipt date of the default notice.
5. All notices given under this subsection III.L shall be deemed received on the third business day after deposit in the U.S. mail registered or certified return receipt requested unless actually received sooner.

L. Termination Without Cause:

1. The City may at any time, and for any reason, terminate the AGREEMENT by written notice to the Contractor specifying the termination date, which shall be not less than 180 days from the date such notice is mailed. Notice shall be given to the Contractor by certified mail/return receipt requested.
2. In the event of such termination, the Contractor shall be paid such amount as shall compensate the Contractor for work satisfactorily completed, and accepted by the City, at the time of termination.
3. If the City terminates the AGREEMENT, the Contractor shall withdraw its personnel and equipment, cease performance of any further work under the AGREEMENT, and turn over to the City any work completed or in process for which payment has been made.

M. Hold Harmless – Indemnification:

It is understood and agreed that the Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of the Contractor, its subcontractors, agents or employees under or in connection with this AGREEMENT or the performance or failure to perform any work required by this AGREEMENT. The Contractor shall save harmless and indemnify the City and its agents, volunteers, servants, employees and officers from and against any and all claims, losses or expenses, including but not limited to attorney's fees, which any of them may suffer, pay or incur as the result of claims or suits due to,

arising out of or in connection with any and all such damage, real or alleged, and the Contractor shall upon written demand by the City assume and defend at the Contractor's sole expense any and all such suits or defense of claims.

N. Force Majeure:

The parties agree that if the City's or the Contractor's usual operations are temporarily interrupted, or if the service herein provided for is delayed or postponed, by reasons of acts of God, strikes, lockouts, industrial disturbances, wars, civil insurrection, explosions, fires or accidents to machinery, neither party shall be answerable or liable in damages for any such postponement or delay. Upon resumption of service, this AGREEMENT shall be continued by both parties. The above are not cause for default.

O. Additions/Deletions of Mutually Accepted Material:

By written agreement of both parties, the Mutually Accepted Material defined under Section II.A of this AGREEMENT may be changed to add or delete materials. The Contractor agrees to continuously pursue markets for additional material.

P. Environmental Considerations:

Any costs associated with violations of the law including, but not limited to, remediation, clean up costs, fines, administrative or civil penalties or charges, and third part claims imposed on the City by any regulatory agency or by any third part as a result of the noncompliance with Federal, state or local environmental laws and regulations or nuisance statutes by the Contractor or by subcontractors, consultants, sub consultants, or any other persons, corporations or legal entities retained by the Contractor for this AGREEMENT, shall be paid by the Contractor.

Q. Modification:

There may be no modification of this AGREEMENT, except in writing, executed by the authorized representative of the City and the Contractor.

R. Notices:

All notices or other communications required or permitted to be given under this AGREEMENT shall be in writing and shall be deemed to have been duly given if delivered personally in hand or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

City :

Waste Management Administrator  
City of Virginia Beach  
Division of Waste Management  
3024 Holland Road  
Virginia Beach, VA 23453

Contractor:

President  
Tidewater Fibre Corp.  
1958 Diamond Hill Road  
Chesapeake, Virginia 23324

S. Business License Requirement:

If Contractor is a business, located in the City of Virginia Beach or at any time during the performance of this AGREEMENT obtains situs for purposes of business license taxes, it shall be unlawful for such business to conduct or engage in such business, trade or occupation without having first obtained the proper license from the Commissioner of Revenue of the City, and Contractor covenants that it has a business license where one is required to perform this AGREEMENT.

T. Foreign and domestic businesses authorized to transact business in the Commonwealth:

The Contractor shall be registered and authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. The Contractor shall submit proof of such registration to the City. Additionally, the Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or canceled at any time during the term of the AGREEMENT.

U. Compliance with Immigration Laws:

Contractor does not currently, and shall not during the performance of this AGREEMENT, knowingly employ an unauthorized alien, as defined in the federal Immigration Reform and Control Act of 1986.

V. Submission and Disposition of Contractual Claims:

1. Prompt knowledge by the City of an existing or impending claim for damages or other relief may alter the plans, scheduling, or other action of

the City and/or result in mitigation or elimination of the effects of the claim. Therefore, a written statement providing the City with notice of Contractor's intention to file a claim which (i) describes the act or omission by the City or its agents that the Contractor contends caused it damages or entitles it to other relief; and (ii) provides a description of the nature and amount of the claim. Such written statement shall be submitted to the City within twenty (20) days of the time of the occurrence or beginning of the work upon which the claim is based; provided, however, if such damage is deemed certain in the opinion of the Contractor to result from its acting on an order from the City, it shall immediately take written exception to the order. For purposes of this provision, "claim" shall include, without limitation, any request for an increase in the AGREEMENT price or time and any request for equitable adjustment. Submission of a notice of claim as specified shall be mandatory, and failure to submit such notice shall be a conclusive waiver to such claim for damages or other relief by the Contractor. Neither an oral notice or statement, nor an untimely notice or statement will be sufficient to satisfy the requirements herein.

2. The City will review the claim and render a final decision in writing within thirty (30) days of receipt of Contractor's written request for a final decision. Such decision shall be final and binding to the fullest extent allowed by law.

W. Severability:

If any provision of the AGREEMENT is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of the AGREEMENT, and all other provisions of the AGREEMENT shall remain in full force and effect.

X. Waiver:

No failure of the City to exercise any right or power given to it by law or by this AGREEMENT, or to insist upon strict compliance by Contractor with any of the provisions of this AGREEMENT, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of the City's right to demand strict compliance with the terms of this AGREEMENT.

Y. Integration:

This AGREEMENT and any exhibits incorporated by reference in this AGREEMENT constitute the final, complete, and exclusive written expression of the intentions of the parties, and shall supersede all previous communications, representations, agreements, promises or statements, whether oral or written, by

any party or between the parties.

Z. Descriptive Heading:

The descriptive headings appearing in the AGREEMENT are for convenience only and shall not be construed either as a part of the terms, covenants, or conditions hereof or as an interpretation of such terms, covenants, and conditions.

AA. Interpretation:

Whenever the context hereof shall require, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

BB. Audits:

1. The City shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to this AGREEMENT (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of Contractor, including, but not limited to those kept by Contractor, its employees, agents, assigns, successors and subcontractors. Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this AGREEMENT and for at least three years following the completion of this AGREEMENT, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to the City, through its employees, agents, representatives, contractors or other designees, during normal business hours at Contractor's office or place of business in Virginia Beach, Virginia. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in Virginia Beach, Virginia, which is convenient for the City.
2. This paragraph shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the City may have by state, city, or federal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are express or implied.

CC. Offset/Setoff:

The City may withhold the payment of any claim or demand by any person, firm or corporation against the City until any delinquent indebtedness or other liability,

including taxes, due to the City from such person, firm or corporation shall first have been settled and adjusted.

DD. Faith Based Organizations:

The City does not discriminate against Faith-Based Organizations.

EE. Claims for Extra Compensation:

1. If Contractor encounters work and services not included in the resulting AGREEMENT or any supplement thereto but which in the opinion of Contractor is necessary for the successful completion of the AGREEMENT and requires extra compensation, Contractor shall, before it begins the work on which it bases its claim, promptly notify the City in writing of its intention to perform the work and to make claim for extra compensation. Notification by Contractor under the terms of this paragraph shall not be construed as proving the validity of the claim. No claim for extra compensation will be filed or considered unless notification is given as herein set forth.
2. Upon notification, the City shall promptly review any claim for extra compensation. If a claim is accepted by the City, it shall be paid as extra work in accordance with the terms of a supplemental agreement executed by the parties before such work is begun.
3. The amounts claimed as extra compensation by Contractor shall be separately itemized, become a part of the claim, and serve as documentation thereto. The amounts itemized shall be in sufficient detail to enable the City to analyze the need for the extra work and the costs claimed for the work.

V. Signature of Parties:

As evidence of their agreement to the terms and conditions set forth herein, the parties affix their authorized signatures hereto:

**(Balance of Page Left Intentionally Blank)**

CITY OF VIRGINIA BEACH:

by: [Signature]  
Taylor Adams  
Purchasing Agent

TIDEWATER FIBRE CORP.

by: [Signature]  
Authorized Signatory: Michael Benedetto  
Title: President

STATE OF Virginia:  
CITY OF Chesapeake TO-WIT:

I, the undersigned, a Notary Public in and for the City and State aforesaid, do hereby certify that Michael Benedetto President of Tidewater Fibre Corp whose name as such is signed to the foregoing AGREEMENT, has acknowledged the same before me in my City and State aforesaid.

GIVEN under my hand this 30 day of January, 2017.

[Signature]  
Notary MELINDA S. REID  
Notary Public - Reg. # 7630850  
Commonwealth of Virginia  
My Commission Expires Jan. 31, 2019

My Commission Expires: 01.31.19

STATE OF VIRGINIA:  
CITY OF VIRGINIA BEACH:, TO-WIT:

I, the undersigned, a Notary Public in and for the City and State aforesaid, do hereby certify that TAYLOR ADAMS, Purchasing Agent, City of Virginia Beach, whose name as such is signed to the foregoing AGREEMENT, has acknowledged the same before me in my City and State aforesaid.

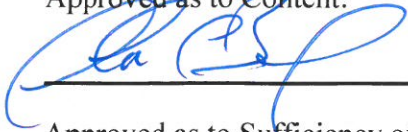
GIVEN under my hand this 27 day of February, 2017.

[Signature]  
Notary Public


My Commission Expires: 12/31/18



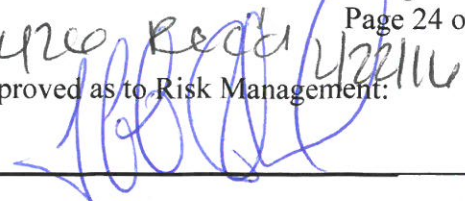
Approved as to Content:

  
\_\_\_\_\_

Approved as to Sufficiency of Funds:

Subject to provision III.G  
(Non-Appropriation) of  
Agreement  


#420 Redd  
Approved as to Risk Management:

  
\_\_\_\_\_

Approved as to Legal Form:

 2/22/17  
\_\_\_\_\_

ATTACHMENT # 1

CITY OF VIRGINIA BEACH  
 WASTE MANAGEMENT DIVISION  
 RECYCLABLES PROCESSED  
 FY 14/15 - TONS

Material	July	August	September	October	November	December	January	February	March	April	May	June	YTD	% of total
Aluminum	24	27	23	24	25	22	27	25	17	24	25	24	287	0.93%
Brown Glass	14	15	13	14	14	12	16	14	10	14	14	14	164	0.53%
Clear Glass	18	20	17	18	19	16	20	19	13	18	19	18	216	0.70%
Fiber	1,748	1,995	1,702	1,761	1,850	1,581	2,001	1,864	1,267	1,743	1,825	1,772	21,110	68.34%
Green Glass	14	15	13	14	14	12	16	14	10	14	14	14	164	0.53%
HDPE	40	46	39	41	43	37	46	43	29	40	42	41	488	1.58%
2" - Material	137	156	133	138	145	124	156	146	99	136	143	138	1,650	5.34%
PETE	36	41	35	36	38	32	41	38	26	35	37	36	429	1.39%
Residue	486	555	473	490	514	440	556	518	352	485	507	493	5,869	19.00%
Steel Cans	42	48	41	43	45	38	49	45	31	42	44	43	513	1.66%
<b>Total</b>	<b>2,558</b>	<b>2,920</b>	<b>2,490</b>	<b>2,577</b>	<b>2,708</b>	<b>2,313</b>	<b>2,928</b>	<b>2,728</b>	<b>1,854</b>	<b>2,551</b>	<b>2,671</b>	<b>2,593</b>	<b>30,890</b>	<b>100.00%</b>

Total Curbside	2,404	2,826	2,376	2,419	2,576	2,200	2,800	2,607	1,754	2,425	2,538	2,465	29,391	94.93%
Total Front-end	122	78	101	144	121	102	116	110	89	114	124	121	1,340	4.33%
Total Roll-off	32	15	13	14	11	12	12	11	11	12	9	7	159	0.51%
Total VB Sorted Office	10	7	6	8	3	3	0	7	8	7	7	5	71	0.23%
<b>Total</b>	<b>2,558</b>	<b>2,920</b>	<b>2,490</b>	<b>2,577</b>	<b>2,708</b>	<b>2,313</b>	<b>2,928</b>	<b>2,728</b>	<b>1,854</b>	<b>2,551</b>	<b>2,671</b>	<b>2,593</b>	<b>30,961</b>	<b>100.00%</b>

\*Note: The percentages used for distribution of commodity weights determined through sample load analysis as of 2004

# of Cart Customers	121,063	121,016	120,943	120,929	120,948	120,922	120,923	120,960	120,981	121,027	121,118	121,237
# of Bin Customers	681	681	681	681	681	683	682	682	682	682	682	682

**CITY OF VIRGINIA BEACH  
WASTE MANAGEMENT DIVISION  
RECYCLABLES PROCESSED  
FY 15/16 YTD - TONS**

Material	July	August	September	October	November	December	January	February	March	April	May	June	YTD	% of total
Aluminum	25	27	22	25	25	22	25	22	25	23	24	0	264	0.93%
Brown Glass	14	15	13	14	14	13	14	12	15	13	14	0	150	0.53%
Clear Glass	19	20	17	19	19	17	19	16	19	17	18	0	199	0.70%
Fiber	1,841	1,963	1,626	1,827	1,822	1,613	1,827	1,583	1,870	1,671	1,754	0	19,396	68.34%
Green Glass	14	15	13	14	14	13	14	12	15	13	14	0	150	0.53%
HDPE	43	45	38	42	42	37	42	37	43	39	41	0	448	1.58%
2" - Material	144	153	127	143	142	126	143	124	146	131	137	0	1,516	5.34%
PETE	37	40	33	37	37	33	37	32	38	34	36	0	395	1.39%
Residue	512	546	452	508	506	448	508	440	520	464	488	0	5,393	19.00%
Steel Cans	45	48	39	44	44	39	44	38	45	41	43	0	471	1.66%
<b>Total</b>	<b>2,693</b>	<b>2,873</b>	<b>2,379</b>	<b>2,674</b>	<b>2,666</b>	<b>2,360</b>	<b>2,674</b>	<b>2,316</b>	<b>2,737</b>	<b>2,444</b>	<b>2,566</b>	<b>0</b>	<b>28,382</b>	<b>100.00%</b>
Total Curbside	2,503	2,770	2,250	2,524	2,540	2,249	2,558	2,198	2,611	2,333	2,420	0	29,956	95.04%
Total Front-end	177	60	88	122	116	102	106	110	113	102	118	0	1,214	4.28%
Total Roll-off	13	19	13	9	10	10	10	8	13	9	28	0	123	0.43%
Total VB Sorted Office	7	6	4	7	4	9	10	5	4	8	3	0	70	0.25%
<b>Total</b>	<b>2,693</b>	<b>2,873</b>	<b>2,378</b>	<b>2,674</b>	<b>2,666</b>	<b>2,360</b>	<b>2,674</b>	<b>2,316</b>	<b>2,737</b>	<b>2,444</b>	<b>2,566</b>	<b>0</b>	<b>28,363</b>	<b>100.00%</b>

\*Note: The percentages used for distribution of commodity weights determined through sample load analysis as of 2004

# of Cart Customers	121,237	121,270	121,330	121,359	121,297	121,222	121,220	121,204	121,255	121,364	121,465	121,564
# of Bin Customers	682	682	682	682	682	682	682	682	682	682	682	682
<b>Total Active Customers</b>	<b>121,919</b>	<b>121,952</b>	<b>122,012</b>	<b>122,041</b>	<b>121,979</b>	<b>121,904</b>	<b>121,902</b>	<b>121,886</b>	<b>121,937</b>	<b>122,046</b>	<b>122,147</b>	<b>122,246</b>

**ATTACHMENT 2  
SCHEDULE OF VALUES**

**RECYCLING SERVICES**

EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE PER MONTH	TOTAL PRICE
122,000	Each Residence	Automated Curbside Recycling Collection	\$2.60	\$317,200.00
682	Each Residence	Manual Curbside Recycling Collection	\$2.67	\$1,820.94
<b>CURBSIDE TOTAL:</b>				\$319,020.94

**CONTAINER SERVICES (DROP OFF & CITY BUILDINGS)**

EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE PER MONTH	TOTAL PRICE
14	Each	8 Cy Container; Every Other Week Service	\$25.34	\$354.76
24	Each	8 Cy Container; 1 Day Per Week Service	\$57.00	\$1,368.00
42	Each	8 Cy Container; 2 Days Per Week Service	\$101.34	\$4,256.28
1	Each	8 Cy Container; 3 Days Per Week Service	\$145.68	\$145.68
1	Each	8 Cy Container; 4 Days Per Week Service	\$164.69	\$164.69
2	Each	8 Cy Container; 5 Days Per Week Service	\$183.68	\$367.36
4	Each	8 Cy Container; On Call	\$63.34	\$253.36
1	Each	30 Cy Container; 1 Day Per Week Service	\$823.41	\$823.41
1	Each	30 Cy Container; 2 Days Per Week Service	\$1,646.81	\$1,646.81
1	Each	30 Cy Container; 3 Days Per Week Service	\$2,470.24	\$2,470.24
1	Each	30 Cy Container; 4 Days Per Week Service	\$3,293.65	\$3,293.65

Attachment 2  
Residential Recycling  
Service Agreement  
Page 2 of 3

1	Each	30 Cy Container; 5 Days Per Week Service	\$4,117.07	\$4,117.07
1	Each	30 Cy Container; 6 Days Per Week Service	\$4,940.48	\$4,940.48
1	Each	30 Cy Container; On Call	\$190.02	\$190.02
<b>CONTAINER TOTAL:</b>				<b>\$24,391.81</b>

**RECYCLABLE MATERIALS COLLECTED AND DELIVERED BY THE CITY**

	<b>PRICE PER TON</b>
	\$5.00
<b>APPROXIMATELY 7 TONS/MONTH</b>	<b>CHARGE</b>
	\$35.00

**SANDBRIDGE RESORT AREA RECYCLING SERVICES MAY-SEPTEMBER**

EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE PER MONTH	TOTAL PRICE
68	Each	Blue Containers; Daily Service	\$126.87	\$8,627.16
<b>TOTAL:</b>				<b>\$8,627.16</b>

**OCEANFRONT RECYCLING SERVICES MAY - SEPTEMBER**

EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE PER MONTH	TOTAL PRICE
52	Each	Blue Containers rental – sand and parks	\$8.46	\$439.92
52	Each	Blue Containers daily service – sand and parks	\$64.17	\$3,336.84
40	Each	Blue containers daily service – VB Boardwalk cans	\$64.17	\$2,566.80
<b>CONTAINER TOTAL:</b>				<b>\$6,343.56</b>

**ATLANTIC AVENUE RECYCLING SERVICES MAY - SEPTEMBER**

EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE PER MONTH	TOTAL PRICE
192	Each	Blue Containers; Daily Service for 1 <sup>ST</sup> to 40 <sup>TH</sup> Streets	\$61.75	\$11,856.00

**ATTACHMENT 2  
SCHEDULE OF VALUES SUMMARY**

CURBSIDE TOTAL (12 MONTHS):	\$3,828,251.28
CONTAINER TOTAL (12 MONTHS):	\$292,701.72
ATLANTIC AVENUE TOTAL (5 MONTHS):	\$31,717.80
OCEANFRONT TOTAL (5 MONTHS):	\$59,280.00
SANDBRIDGE TOTAL (5 MONTHS):	\$43,135.80
MUNICIPAL CENTER RECYCLABLE MATERIALS COLLECTED BY CITY (12 MONTHS)	\$420.00
<b>TOTAL ESTIMATED PROPOSAL PRICE:</b>	<b>\$4,255,506.60</b>