

**GENERAL AND TECHNICAL SPECIFICATIONS FOR
SOLID WASTE, RECYCLING AND YARD TRASH COLLECTIONS
WITHIN THE CITY OF GAINESVILLE AND COUNTY OF ALACHUA**

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TABLE OF CONTENTS

ARTICLE I..... 5
GENERAL INFORMATION..... 5
LIAISON BETWEEN CITY/COUNTY AND CONTRACTOR..... 5
COMMENCEMENT OF WORK..... 5
TERM..... 5
ABILITY OF DULY INCORPORATED GOVERNMENTAL ENTITIES TO TAKE
ADVANTAGE OF THE TERMS AND CONDITIONS OF THIS CONTRACT..... 5
DEFINITION OF TERMS..... 5
ARTICLE II..... 11
SERVICES TO BE PERFORMED BY CONTRACTOR - GENERAL..... 11
DESCRIPTION OF THE WORK..... 11
 Protection of Adjacent Property and Utilities..... 11
 Spillage..... 12
 Designated Facility..... 12
 Frequency of Collection..... 12
 Hours of Collection..... 12
 Point of Pickup..... 12
 Vacant Lots..... 13
 White Goods..... 13
 Method of Collection..... 13
 Schedules and Routes..... 13
 Street Closures..... 13
 Disaster..... 14
 Holidays..... 14
 Equipment..... 14
 Pilot Programs..... 15
ARTICLE III..... 15
SERVICES TO BE PERFORMED BY CONTRACTOR - SOLID WASTE..... 15
DESCRIPTION OF THE WORK..... 15
 Collection/Disposal..... 15
 Receptacles..... 15
 Preparation of Solid Waste for Collection..... 16
 Interior Remodeling and Home Repairs Trash..... 16
 Bulk Items..... 16
 Record Keeping..... 17
COMMUNITY BEAUTIFICATION PROJECTS..... 17
SPECIAL WASTES, INFECTIOUS WASTE, HAZARDOUS WASTE, BIOMEDICAL
WASTE, BIOLOGICAL WASTE AND SLUDGE..... 18
MUNICIPAL COLLECTION SERVICE - City only..... 18
 Special Events..... 18
 Miscellaneous..... 18
ARTICLE IV..... 18
SERVICES TO BE PERFORMED BY THE CONTRACTOR - RECYCLING..... 18
DESCRIPTION OF THE WORK..... 18
 Collection..... 18

Receptacles..... 19

Preparation of Recyclable Materials for Collection 19

Record Keeping..... 19

Contamination..... 19

Promotion of the Recycling Program..... 20

ARTICLE V 20

SERVICES TO BE PERFORMED BY THE CONTRACTOR - YARD TRASH 20

DESCRIPTION OF THE WORK..... 20

Preparation of Yard Trash for Collection 20

Record Keeping..... 20

Promotion of the Yard Trash Recycling Program..... 21

ARTICLE VI 21

QUALITY OF SERVICE..... 21

CONTRACTOR'S PERSONNEL..... 21

Contractor's Officer(s) 21

Wage and Benefit History 21

Employee Wages and Benefits 21

Equal Opportunity..... 22

Compliance with State, Federal, County and Municipal Law 22

Fair Labor Standards Act..... 22

Dangerous Animals and Refuse Collection..... 22

Conduct of Employees 22

Employee Uniform Regulations..... 22

ARTICLE VII 22

CHARGES, RATES, AND LEVEL OF SERVICE..... 22

PAYMENT AND BILLING..... 22

Compensation..... 22

Billing Procedures - City 23

Billing Procedures - County 23

Adjustment to Residential Unit Price 23

Unusual Changes or Costs..... 23

Fuel Adjustment..... 23

Level and Type of Service for Collection of Other Wastes 24

Sales, Service and Other Taxes..... 24

ARTICLE VIII..... 24

CONTRACT PERFORMANCE/PENALTIES/DEFAULT 24

CONTRACT PERFORMANCE 24

COOPERATION/COORDINATION..... 24

COMPLAINTS AND COMPLAINT RESOLUTION 25

Office..... 25

Complaints..... 25

Notification to City and County..... 25

Notification to Customers..... 25

Complaints not Serviced..... 25

Disputes About Collection of Certain Items..... 28

DEFAULT AND DISPUTE OF THE AGREEMENT 28

RIGHT TO REQUIRE PERFORMANCE 30

ARTICLE IX..... 30

GENERAL, FINANCIAL AND INSURANCE REQUIREMENTS..... 30

PERMITS AND LICENSES 30
TITLE TO WASTE 31
SUBCONTRACTORS..... 31
BONDS AND SURETIES 31
 Performance/Payment Bond 31
 Requirements as to Surety 31
INSURANCE REQUIREMENTS..... 31
 Contractor and Subcontractor 31
 Worker's Compensation..... 32
 Comprehensive General Liability 32
 Business Automobile Policy 32
 Umbrella Liability..... 32
 Certificate of Insurance..... 32
COMPLIANCE WITH LAWS AND REGULATIONS 33
INDEMNITY..... 33
SOVEREIGN IMMUNITY..... 33
VENUE..... 33
PUBLIC ENTITY CRIMES FORM..... 33
DRUG-FREE WORKPLACE 33
ASSIGNMENT AND SUBLETTING..... 34
TERMINATION..... 34
BOOKS AND RECORDS 34
NOTICES..... 34
ILLEGAL PROVISIONS 34
CONSTRUCTION..... 35

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**ARTICLE I
GENERAL INFORMATION**

1 LIAISON BETWEEN CITY/COUNTY AND CONTRACTOR

Any technical questions about these Specifications are to be directed to Steve Joplin, City of Gainesville Solid Waste, at (352) 334-2330, or Milton Towns, Alachua County Waste Collection, at (352) 338-3233.

2 COMMENCEMENT OF WORK

The Work outlined in these Specifications shall commence immediately upon receipt of a Notice to Proceed, but no later than October 1, 2009.

3 TERM

3.1 The term of this contract shall be for a period beginning October 1, 2009 and terminating September 30, 2016, unless otherwise terminated as provided herein and subject to funds budgeted in each fiscal year, if applicable.

3.2 The initial term of this contract may be extended for successive periods of up to seven years, commencing with the expiration of the initial term, based upon successful negotiations of the terms of any extension between the County and/or City and the Contractor. Negotiations shall commence at least fifteen months before the expiration of the initial term and shall be concluded at least twelve months before the expiration of the initial term, at which time the County and/or City shall notify the Contractor in writing of the intent to renew the contract, if such intent exists. Any such written notice shall be served by certified or registered mail, return receipt requested. Negotiations for subsequent extensions shall proceed in the same manner in each succeeding term of the contract, provided, however, that any deadlines for commencing or concluding negotiations may be adjusted on a pro rata basis with the term of the extension by mutual agreement of the parties. This section may be modified upon mutual agreement of the parties at any time prior to the expiration of the current term.

4 ABILITY OF DULY INCORPORATED GOVERNMENTAL ENTITIES TO TAKE ADVANTAGE OF THE TERMS AND CONDITIONS OF THIS CONTRACT

Duly incorporated governmental entities shall be provided with the ability to take advantage of all terms and conditions herein enumerated with the written consent of the duly incorporated governmental entity and the Contractor.

5 DEFINITION OF TERMS

5.1 **“Authorized Representative”** means any representative of the County, City, or Contractor, whether or not an employee of the entity, designated as the County's, City's, or Contractor's Authorized Representative for the purposes of this Contract either in a provision of these Specifications or in a subsequent written communication between the appropriate Manager and the Contractor.

- 5.2 **“Back Door Service”** means any physical location for the placement of Solid Waste or Recyclable Materials on the customer's property intended for Residential Collection Service and disposal that is not "Curbside/Roadside."
- 5.3 **“Biomedical Waste”** means any Solid Waste or liquid waste which may present a threat of infection to humans. The term includes, but is not limited to, nonliquid human tissue and body parts; laboratory and veterinary waste which contain human-disease-causing agents; discarded disposable Sharps, human blood, and human blood products and body fluids; and other materials which in the opinion of the Department of Health represent a significant risk of infection to persons outside the generating facility. The term does not include human remains that are disposed of by persons licensed under Chapter 470, *Florida Statutes*.
- 5.4 **“Biological Waste”** means Solid Waste that causes or has the capability of causing disease or infection and includes, but is not limited to, Biomedical Waste, diseased or dead animals, except as described herein, and other wastes capable of transmitting pathogens to humans or animals. The term does not include human remains that are disposed of by persons licensed under Chapter 470, *Florida Statutes*.
- 5.5 **“Board”** means the Board of County Commissioners of Alachua County, Florida.
- 5.6 **“Bulk Items”** means those items that may require special handling and management, including, but not limited to: household furniture, white goods and materials not exceeding two cubic yards of Interior Remodeling and Home Repairs Trash as defined herein. Bulk Items must be usual to housekeeping and must be generated by the customer at the dwelling unit where the Bulk Item is collected. Bulk Items do not include items herein defined as Exempt Waste.
- 5.7 **“City”** means the City of Gainesville, Florida.
- 5.8 **“City Manager”** means the City Manager of Gainesville, Florida, or the designee of such person.
- 5.9 **“Commercial Collection Service”** means the collection and transportation of Recyclable Materials, Yard Trash and Solid Waste from commercial property by the owner or any other person to a Solid Waste Management Facility.
- 5.10 **“Commercial Property”** means all improved property other than Residential Property.
- 5.11 **“Commercially Collected Residential Service: City”** means the collection of solid waste, other than Hazardous Waste and Biomedical Waste, provided to persons occupying residential dwelling units in buildings with five (5) or more dwelling units within the City and persons occupying residential dwelling units in buildings with two (2) to four (4) dwelling units within the City who have been allowed by the City to opt-out of residential service.
- 5.12 **“Commercially Collected Residential Service: County”** means the collection of solid waste, other than hazardous waste and bio-medical waste, provided to persons occupying residential dwelling units on parcels with ten (10) or more dwelling units within the County and persons occupying residential dwelling units on parcels within the County which have been reclassified as Commercial Property by the County.
- 5.13 **“Commercially-generated Waste”** means Rubbish, Yard Trash or Bulk items, or any combination thereof, generated by builders, building contractors, nurseries, privately-employed

- tree trimmers, tree surgeons and landscape services, (other than regular yard maintenance), which shall not be collected as Residential Solid Waste.
- 5.14 **“Construction and Demolition Debris”** means discarded materials generally considered to be not water-soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site. Mixing of Construction and Demolition Debris with other types of solid waste will cause it to be classified as other than Construction and Demolition Debris. The term Construction and Demolition Debris shall also include:
- 5.14.1 Clean cardboard, paper, plastic, wood, and metal scraps from a construction project;
- 5.14.2 Except as provided in Section 403.707(12)(j), *Florida Statutes*, unpainted, nontreated wood scraps from facilities manufacturing materials used for construction of structures or their components and unpainted, nontreated wood pallets provided the wood scraps and pallets are separated from other solid waste where generated and the generator of such wood scraps or pallets implements reasonable practices of the generating industry to minimize the commingling of wood scraps or pallets with other solid waste; and
- 5.14.3 De minimis amounts of other nonhazardous wastes that are generated at construction or destruction projects, provided such amounts are consistent with best management practices of the industry.
- 5.15 **“Container”** means and includes any light gauge steel, plastic, or galvanized receptacle, closed at one end and open at the other, having two (2) handles upon the sides of the can or bail by which it may be lifted and shall have a tight-fitting top, or any other metal or plastic container not more than 35 gallons capacity which has handles or bails for lifting.
- 5.16 **“Contract or Agreement”** means the Contract executed by the Owner and the Contractor for the performance of the Work. The Contract shall be substantially in the form provided in these Specifications or by purchase order incorporating the provision of the Specifications.
- 5.17 **“Contractor or Vendor”** means the person, firm, corporation, organization or agency with whom the Owner has executed a Contract for performance of the Work or supply of equipment or materials or his or her duly Authorized Representative.
- 5.18 **“County”** means the Board of County Commissioners of Alachua County, Florida or an Authorized Representative.
- 5.19 **“County Manager”** means the County Manager of Alachua County, Florida, or the designee of such person.
- 5.20 **“Curbside/Roadside”** means four (4) feet from the edge of the traveled road or an alternative designated physical location for the placement of Refuse accumulations intended for Residential Collection Service. This designated location shall be as near as possible to the traveled streets or alley. The intention of a Curbside/Roadside designation is to allow collection by the Contractor's personnel in a rapid manner with minimal walking or reaching. In all cases, the appropriate

- Manager or designee shall have the authority to approve or specify the precise location for such Curbside/Roadside placement.
- 5.21 **“Designated Facility”** means the place or places specifically designated by the City and the County for the disposal or processing of Solid Waste, Recyclable Materials or Yard Trash.
- 5.22 **“E-Waste”** means discarded home electronic devices containing both valuable as well as harmful materials which require special handling and recycling methods, and can be feasibly recycled as part of the residential solid waste program.
- 5.23 **“Exempt Waste”** means, singularly or in combination, biohazardous, biomedical or biological waste, Commercially-generated Waste, tires, Construction and Demolition Debris, land clearing debris, Hazardous Waste, Sludge, automobiles, automobile parts, boats, boat parts, boat trailers, internal combustion engines, lead-acid batteries, used oil, Yard Trash units which weigh more than forty (40) pounds, and residential or commercial solid waste for which there is no legally permitted disposal, processing, transfer or storage facility within Alachua County.
- 5.24 **“Garbage”** means all kitchen and table food waste and animal or vegetative waste that is attendant with or results from the storage, preparation, cooking, or handling of food materials.
- 5.25 **“Hazardous Waste”** means Solid Waste, or a combination of Solid Wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. The term does not include human remains that are disposed of by persons licensed under Chapter 470, *Florida Statutes*.
- 5.26 **“Household Furniture”** means all movable articles or apparatus for equipping a residence, including, but not limited to, chairs, tables, sofas, and mattresses.
- 5.27 **“Household Trash”** means accumulations of paper, magazines, packaging, containers, sweepings, and all other accumulations of a nature other than Garbage or Yard Waste, which are usual to housekeeping and to the operation of stores, offices and other places of business.
- 5.28 **“Improper Vehicle”** means any vehicle which is in violation of any provision of this Contract.
- 5.29 **“Infectious Waste”** means those wastes which may cause disease or may reasonably be suspected of harboring pathogenic organisms. Included are wastes resulting from the operation of medical clinics, hospitals, and other facilities producing wastes which may consist of, but are not limited to, diseased human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, contaminated clothing, and surgical gloves.
- 5.30 **“Institutional Property”** means a dwelling unit owned by any state, county or municipal housing authority, or the federal government or an agency thereof, which is exempt from the payment of ad valorem taxes.
- 5.31 **“Interior Remodeling and Home Repairs Trash”** means materials, including, but not limited to, lumber, drywall, plumbing fixtures, carpet or other flooring materials accumulated by the resident during the course of a self-performed interior improvement project.

- 5.32 **“Landfill”** means any Solid Waste land disposal area for which a permit, other than a general permit, is required by Section 403.707, *Florida Statutes*, that receives Solid Waste for disposal in or upon land other than a land-spreading site, injection well, or a surface impoundment.
- 5.33 **“Manager”** means the City Manager of Gainesville, Florida, or the designee of such person, or the County Manager of Alachua County, Florida, or the designee of such person, unless specifically designated City Manager or County Manager herein.
- 5.34 **“Mechanical Container”** means and includes any detachable metal container designed or intended to be mechanically dumped into a loader/packer type of garbage truck used by the Contractor.
- 5.35 **“Municipal Property”** means all property owned, leased, rented or controlled by the City of Gainesville.
- 5.36 **“Multi-Family Dwelling Units, County”** means and includes any building or structure containing two (2) or more dwelling units held under common ownership. Parcels containing over nine (9) dwelling units are classified as Commercial Property.
- 5.37 **“Multi-Family Dwelling Units, City”** means any building containing two (2) but not more than four (4) permanent living units, not including motels and hotels. Buildings over four (4) living units are classified as Commercial Property unless service of a different nature is approved by the City Manager or the designee of such person.
- 5.38 **“Recovered Materials”** means metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the Solid Waste stream for sale, use or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered Materials as described above are not Solid Waste.
- 5.39 **“Recyclable Material”** means those materials which are capable of being recycled and which would otherwise be processed or disposed of as Solid Waste.
- 5.40 **“Recycling”** means any process by which Solid Waste, or materials which would otherwise become Solid Waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.
- 5.41 **“Refuse”** means both Rubbish and Garbage or a combination or mixture of Rubbish and Garbage, including paper, glass, metal and other discarded matter, excluding Recyclable Materials and Yard Trash.
- 5.42 **“Residential Collection Service”** means the collection and transportation of Recyclable Materials, Yard Trash, and other Solid Waste from residential property by the Contractor to a Solid Waste Management Facility.
- 5.43 **“Residential Property: County”** means all improved property which is used as single-family dwelling units and condominiums, and Multi-Family Dwelling Units consisting of less than ten units within the same building, unless such single-family dwelling unit, condominium or multi-family dwelling unit has been reclassified as Commercial Property pursuant to Section 75.408 of the Alachua County Code. Residential Property does not include Institutional Property.

- 5.44 **“Residential Property: City”** means all improved property which is used as single-family dwelling units and Multi-Family Dwelling Units consisting of less than five units within the same building.
- 5.45 **“Residential Solid Waste”** means any Garbage, Rubbish, Yard Trash or Bulk Item that is usual to housekeeping. Residential Solid Waste is Solid Waste generated by the customer at the dwelling unit at which the Residential Solid Waste is collected and does not include items defined herein as Commercially-generated Waste or Exempt Waste.
- 5.46 **“Rubbish”** means waste material other than Garbage, usually attendant to domestic households or housekeeping, and attendant to the operation of stores, offices and other places of business. Rubbish shall include, but is not limited to, paper, magazines, packaging, receptacles, textile materials, excelsior, bottles, cans and ceramic materials.
- 5.47 **“Sharps”** means those Biomedical Wastes which as a result of their physical characteristics are capable of puncturing, lacerating or otherwise breaking the skin when handled.
- 5.48 **“Sludge”** means and includes the accumulated solids, residues, and precipitates generated as a result of waste treatment or processing, including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar waste disposal appurtenances.
- 5.49 **“Solid Waste”** means Sludge unregulated under the federal Clean Water Act or Clean Air Act, Sludge from a waste treatment works, water supply treatment plant, or air pollution control facility or Garbage, Rubbish, Refuse, Special Wastes, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. Recovered Materials, as defined herein, are not Solid Waste.
- 5.50 **“Special Service”** means any collection or disposal service provided which exceeds the specifications of this Contract and for which a special charge is applied.
- 5.51 **“Special Wastes”** means Solid Wastes that can require special handling and management, including, but not limited to, asbestos, White Goods, waste tires, used oil, lead-acid batteries, Construction and Demolition Debris, ash residue, Yard Trash and Biological Wastes.
- 5.52 **“Specifications”** means directions, provisions and requirements contained in these General and Technical Specifications for Solid Waste, Recycling and Yard Trash Collections within the City of Gainesville and County of Alachua" and Bonds (if any), together with any written Contract made or to be made setting out or relating to the methods and manner for the Work to be carried out.
- 5.53 **“Standard Cart”** means a two-wheeled container with attached lid and handle, available in twenty (20), thirty-five (35), sixty-four (64) and ninety-six (96) gallon or approximate sizes, designed to be dumped mechanically into a hopper.
- 5.54 **“Subcontractor”** means any person, firm or corporation other than the Contractor supplying labor or materials for Work being performed under these Specifications.
- 5.55 **“Universal Collection Area”** means the portion of the unincorporated area of the County designated as such by the County to be provided curbside solid waste, recycling and yard trash

collection services. This area, also called the “Mandatory Collection Area” is described in Exhibit A attached hereto.

- 5.56 **“Vegetative Matter”** means any plant material.
- 5.57 **“White Goods”** means and includes inoperative and discarded refrigerators, ranges, water heaters, freezers, room air conditioners, and other similar domestic and commercial large appliances.
- 5.58 **“Work”** means any work, services, materials, parts or equipment furnished under or made a part of the Contract.
- 5.59 **“Yard Trash”** means Vegetative Matter resulting from landscaping maintenance and land-clearing operations, and includes, but is not limited to, materials such as tree and shrub trimmings, grass clippings, palm fronds, trees and tree stumps.

ARTICLE II SERVICES TO BE PERFORMED BY CONTRACTOR - GENERAL

6 DESCRIPTION OF THE WORK

- 6.1 The Contractor shall provide Residential Solid Waste, Recycling and Yard Trash collection services within the City and the universal refuse collection area of the County. The universal area of the County is described in Exhibit A attached hereto and incorporated herein by reference as if set out in full. The Contractor shall not be responsible for the billing and collection of Solid Waste fees from residential customers in the City or the universal area of the County. In the non-universal, unincorporated area of the County, as described in Exhibit B attached hereto and incorporated herein by reference as if set out in full, the Contractor shall have the exclusive right to provide residential subscription service. The Contractor shall be responsible for the billing and collection of Solid Waste and Recycling fees from residential subscription customers in the non-universal area.
- 6.2 In the event that the County institutes countywide universal Solid Waste and Recycling collections, the Contractor shall provide this service at the rates as listed in the Solid Waste and Recycling Unit Prices for Current Subscription Area -- if Subscription Area Becomes Universal Beginning October 1, 2009, which is attached hereto as Exhibit B and incorporated herein by reference as if set out in full.
- 6.3 It is the responsibility of the Contractor to become familiar with and to determine the nature and conditions affecting the collection and disposal of Solid Waste, Recyclable Material and Yard Trash in the City of Gainesville and Alachua County.
- 6.4 The Contractor shall provide, at his or her own expense, all labor, insurance, supervision, machinery and equipment, plant building, trucks and any other tools, equipment, accessories and items necessary to maintain the required standard for collections and disposal set forth herein.
- 6.5 **Protection of Adjacent Property and Utilities** - The Contractor shall conduct his or her Work in such a manner as to avoid damage to adjacent private or public property and shall immediately repair or pay for any damage incurred through its operations. The Contractor shall be cognizant of all existing utilities and it shall operate with due care in the vicinity of such utilities and shall immediately repair or have repaired at no additional cost to the owner or the City or the County any breakage or damage caused by the Contractor’s operation.

- 6.5.1 The Contractor will respond, within twenty-four (24) hours, to any customer who reports property damage alleged to be caused by the Contractor. All damaged mailboxes shall be repaired or replaced within twenty-four (24) hours of notification. The Contractor shall notify the City or County of each property damage complaint, its status and resolution in a timely manner.
- 6.6 **Spillage** - The Contractor shall not litter or cause any spillage or leakage, including hydraulic oil and leachate, to occur upon the premises or the rights-of-way wherein the collection shall occur. The Contractor may refuse to collect any Solid Waste or Recyclable Material that has not been placed in a receptacle, or Yard Trash that has not been prepared as provided herein. All Solid Waste, Recyclable Material and Yard Trash collected shall be contained, tied, or enclosed so that leaking, spilling, and blowing are prevented. In the event of any spillage or leakage caused by the Contractor, the Contractor shall promptly clean up all spillage or leakage.
- 6.7 **Designated Facility** - All Solid Waste, Recyclable Material and Yard Trash shall be hauled to the Designated Facility or Facilities as directed in writing by the appropriate Manager.
- 6.8 **Ownership of Materials** – All Solid Waste, Recyclable Material and Yard Trash collected shall remain the property of the County or City. Unless otherwise specified herein; the County or City will be responsible for the processing, disposal and marketing of materials collected in accordance with the specifications herein.
- 6.9 **Frequency of Collection** - The Contractor shall collect Solid Waste, Recyclable Material and Yard Trash from places of residence within the Contract collection and subscription areas one (1) time per week. Within the Contract collection areas, Solid Waste, Recyclable Material and Yard Trash collections shall be provided on the same day for each residence.
- 6.10 **Days of Collection** – All collection services shall be provided on a Monday through Thursday four day work week. For the week in which the holiday occurs during a scheduled service day, collection shall be one day following the normally scheduled collection day for all days of that week, beginning with the holiday and finishing on Friday of that week.
- 6.11 **Route Maximization** – As a bid alternate, City and County collection routes may be blended if the Contractor can demonstrate this to increase efficiency and cost effectiveness which will reduce per household collection rates for the County and City. If route maximization is adopted by the City and County, the Contractor shall provide a reliable method for calculating the amount of solid waste, recyclable materials and yard trash collected in the City and County respectively on all overlapping routes.
- 6.12 **Hours of Collection** - Collection shall begin no earlier than, and shall cease no later than, the start and finish times stipulated by County and City Ordinances respectively. In the event of an emergency, collection may be permitted at times not allowed by this paragraph, provided the Contractor has received prior verbal approval from the appropriate Manager, to be later evidenced by a written memorandum confirming the approval. Should the Contractor not confirm and obtain in writing the approval to operate on an emergency basis, it shall be conclusively presumed that the Contractor had not obtained such approval. No collection shall occur on Sundays or on holidays as designated herein, except in a time of emergency, or to maintain a regular schedule due to holidays recognized by the Contractor.
- 6.13 **Point of Pickup** - Collections of Residential Solid Waste, Recyclable Material and Yard Trash shall be at Curbside/Roadside, as defined herein, or other such locations as will provide ready

- accessibility to the Contractor's collection crew and vehicle. Standard Carts must be placed at least four (4) feet away from the recycling containers and from Yard Trash. All Solid Waste, Recyclable Material and Yard Trash must be placed at least four (4) feet away from mailboxes and other obstacles. Where the resident of a dwelling unit is disabled due to age or infirmity, or the structures are located in such a manner as to limit access by the crew or vehicle, an alternative location may be arranged with the Contractor at no additional charge. In the event an appropriate location cannot be agreed upon, the appropriate Manager shall designate the location. The Contractor may provide additional services such as Back Door Service for an additional fee. **City:** Such additional fee shall be charged directly to the City. **County:** Such additional fee shall be charged directly to the resident.
- 6.14 **Vacant Lots** - The Contractor shall collect Yard Trash and Bulk Items from normal maintenance of vacant lots that are within the city limits of Gainesville in the same manner as the collection from residences. It will not be the responsibility of the Contractor to remove Yard Trash resulting from clearing property for construction purposes.
- 6.15 **White Goods** - All White Goods collected are to be recycled. Collection of any chlorofluorocarbons shall be in accordance with State and local laws, ordinances and regulations.
- 6.16 **E-Waste** – Items designated as E-Waste by the City or County respectively are to be recycled unless the City or County determines that recycling them is not feasible.
- 6.17 **Method of Collection** - The Contractor shall make collections with a minimum of noise and disturbance to the householder. Any Solid Waste, Recyclable Material or Yard Trash spilled by the Contractor shall be picked up immediately by the Contractor. All containers shall be handled carefully by the Contractor, shall not be bent, thrown or otherwise abused, and shall be thoroughly emptied and then left at the proper point of collection. The Contractor shall be responsible for the timely repair or replacement of containers in the event of damage by the Contractor.
- 6.18 **Schedules and Routes** - The Contractor shall provide the County and City with schedules for all collection routes and keep such information current at all times. This information shall include route maps that identify each route by number and designate both the beginning and ending points of each route. If any change in the collection routes occurs, then the County and City shall be immediately notified in writing. The appropriate Manager shall approve all permanent changes in routes or schedules that alter the day of pick up. Upon approval of the appropriate Manager, the Contractor shall publish the change in a newspaper of general circulation in Alachua County at least fourteen (14) days prior to the effective date of such route or schedule changes. The cost of publication shall be borne solely by the Contractor.
NOTE: The Contractor's attention is directed to the fact that at times during the year, the quantity of Refuse to be disposed of is materially increased by the influx of visitors. This additional load will not be justification for the Contractor to fail to maintain the required collection schedules and routes.
- 6.19 **Street Closures** - The County and City reserve the right to deny Contractor's vehicles access to certain streets, alleys and public ways inside the County or City in route to the Designated Facility where it is in the interest of the general public to do so because of the condition of the streets or bridges. The Contractor shall not interrupt the regular schedule or quality of service because of street closure less than eight (8) hours in duration. The City or County shall notify the Contractor of street closures of longer duration and arrangements for service will be made in a manner satisfactory to Contractor and County or City. Customers under this Contract shall

receive reasonable notification of the schedules provided by the Contractor prior to commencement of service.

- 6.20 **Disaster** - In case of a disaster, the appropriate Manager may grant the Contractor reasonable variance from regular schedules and routes. As soon as practicable after such disaster, the Contractor shall advise the appropriate Manager and the customer of the estimated time required before regular schedules and routes can be resumed. In the case of a disaster where it is necessary for the Contractor and the County or City to acquire additional equipment and to hire extra crews to clean the County or City of debris resulting from the disaster, the Contractor shall be required to work with the County or City in all possible ways for the efficient and rapid cleanup of the County or City. The Contractor shall receive extra compensation above the Contract Agreement for additional labor, overtime, and cost of rental equipment, provided he or she has first secured prior written authorization from the appropriate Manager. The total cost for such service shall be based on true costs jointly agreed to by the appropriate Manager and the Contractor. Documentation of true costs must meet the requirements of the Federal Emergency Management Agency (FEMA).
- 6.21 **Holidays** - The City and County agree to exempt Residential Solid Waste, Recyclable Material and Yard Trash collections from the Schedule of Collections on those holidays designated by the Manager, including, but not limited to, New Year's Day, Martin Luther King, Jr. Day, Memorial Day, the Fourth of July, Thanksgiving Day and Christmas Day. For the week in which the holiday occurs, collection shall be one day following the normally scheduled collection day for all days of that week, beginning with the holiday.
- 6.22 **Equipment** - The Contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor to adequately and efficiently perform its contractual duties. All collection vehicles shall carry spill kits at all times that are adequate for containing and cleaning up oil and hydraulic leaks and spills. Equipment shall be obtained from nationally known and recognized manufacturers of collection equipment. As of October 1 of each year of the contract, the average age of the primary residential collection equipment used in the performance of this contract shall be no more than four (4) years with a maximum age of six (6) years. All replacement and added primary residential collection vehicles shall be new equipment unless otherwise agreed in writing by the County and City. For Solid Waste and Yard Trash collection service, equipment shall be of the enclosed loader packer type and all equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times. The Contractor shall have available reserve equipment which can be put into service within two (2) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties and shall be no older than eight (8) years. A list of the Contractor's equipment shall be given to the City and County at the time of each annual audit.

The appropriate Manager shall have the authority to require that any vehicle operated by the Contractor which is leaking and/or spilling fluids, Solid Waste, Recyclable Material or Yard Trash be immediately removed from service. The Contractor shall immediately provide an on-site supervisory response, and shall notify the appropriate Manager in writing of the remedial action to be taken.

Primary and reserve equipment is to be painted uniformly with the name of the Contractor, business telephone number and the number of the vehicle in letters and numbers not less than six (6) inches high on each side of the vehicle. The number of the vehicle shall be placed on the center or left side of the front bumper, the center or left side of the rear tailgate and on the front half of both sides of the vehicle in an area that will remain visible at all times. The placement and

location must be approved by the Managers. A record shall be kept of the vehicle to which each number is assigned. No advertising shall be permitted on vehicles, except for the advertising of events as approved in writing by the County or City.

For the County only – Within the Subscription Area and within certain subdivisions, the Contractor shall make available, for garbage and recycling collection, equipment of a smaller size in order to provide service to areas without roadways adequate for the larger collection equipment. Such equipment, commonly referred to as ‘pup trucks’, generally have a single rear axle and less than eighteen (18) cubic yard capacity.

With written approval by the Manager, the Contractor will provide such pup trucks for collection service in select subdivisions. The Contractor will charge the homeowners associations or management companies of these subdivisions an additional per unit subscription rate for the use of pup trucks as an additional service listed in the Contractor’s Solid Waste, Recycling and Yard Trash Unit Price Schedule.

The Contractor may request to utilize a split body design collection vehicle for collection of garbage and recycling in the Subscription Area that requires the use of pup trucks for collection. Such authorization to use a single split body vehicle for collection of garbage and recycling shall require written approval by the County for each specific route or collection area. This authorization may be immediately revoked by the County if the Contractor mixes recycling with garbage.

- 6.23 **Pilot Programs** - The Contractor and the County and/or City, upon mutual agreement, may develop and implement pilot programs, such as separate collection of food waste, less commonly recycled materials, or limited household hazardous waste materials such as compact florescent lamps (CFLs), in selected service areas in order to test innovative and potentially more efficient methods for the collection and disposal of Solid Waste, Recyclable Material and Yard Trash.

ARTICLE III

SERVICES TO BE PERFORMED BY CONTRACTOR - SOLID WASTE

7 DESCRIPTION OF THE WORK

- 7.1 **Collection/Disposal** - The Contractor shall collect and dispose of all Solid Waste, Bulk Items and White Goods, from or generated by Residential Property as defined herein.
- 7.2 **Receptacles** - The Contractor shall provide Standard Carts to residents of the curbside collection areas, with attached lids and embossed serial numbers, owned by the Contractor. The first two (2) digits of the serial number shall reflect the cart size. The carts shall have wheels and shall be of a type approved by the City and County. For the duration of the Contract, any change in type of containers shall be approved by the appropriate Manager. The carts are to be available to the residents in sizes that approximate twenty (20) gallons (“mini-can”) and thirty-five (35), sixty-four (64) and ninety-six (96) gallon sizes. The “mini-can” shall be green, and the other carts shall be black.

The Contractor will be responsible for delivery and pick up of all carts. For each cart that is exchanged for a cart of a different size the City or County will pay the Contractor the sum due as listed in the Contractor's Solid Waste, Recycling and Yard Trash Unit Prices Schedule, which by reference becomes a part of this Agreement, subject to any conditions or deductions as provided under this Contract. Carts will be exchanged within eight (8) days of receipt of request. The

customer's ability to exchange carts shall be as prescribed by the appropriate Manager. The carts shall be placed at Curbside/Roadside or at such other single collection point as may be agreed upon by the Contractor and the customer.

The Contractor shall provide new residents with carts free of charge within eight (8) days of receipt of request. The Contractor shall repair or replace all carts having damaged wheels, lids and other damage and all lost or stolen carts free of charge within eight (8) days of receipt of request. The Contractor shall replace within twenty-four (24) hours any cart dropped into the collection vehicle. Until the cart is delivered or replaced, all bagged or containerized Solid Waste placed by the resident at Curbside/Roadside must be collected by the Contractor.

The City and County will notify the Contractor of all cart deliveries through a work order procedure. Work orders will be delivered to the Contractor at least once per week. The work orders will identify whether the orders are for lost, stolen or damaged carts, cart changes or new service. The work orders will be returned to the City and County, with the cart serial numbers and date of delivery, within fourteen (14) days of receipt by the Contractor.

The Contractor shall collect excess Solid Waste provided such excess is placed in special bags approved by the City and the County (Official Yellow Bags). The bags utilized will be available at grocery stores and other retail outlets as approved by the County and the City. The rate for the bags shall be set to recover the costs of collection, disposal and administration of the excess Solid Waste. These rates must be approved by the Alachua County Board, the City Manager, and the Contractor. Compensation to the Contractor will be based on the number of bags sold during the previous month.

- 7.3 **Preparation of Solid Waste for Collection** - Residents shall place all Solid Waste in Standard Carts with the lid completely closed. The Contractor shall not be required to collect Solid Waste from overflowing Standard Carts. Excess Solid Waste shall be collected provided such excess is placed in special bags approved by the City and the County which will be available at grocery stores and other retail outlets

The Contractor shall not be required to collect Solid Waste from any cart that weighs more than ninety percent (90%) of the manufacture's weight limit for that size cart.

- 7.4 **Interior Remodeling and Home Repairs Trash:** Interior Remodeling and Home Repairs Trash shall be collected at no charge providing that it does not exceed five (5) feet in length or forty (40) pounds in weight for any piece or segment of such material, and does not exceed a total of two (2) cubic yards per collection. Interior remodeling and home repairs trash generated by a contractor is specifically excluded. Interior Remodeling and Home Repairs Trash must be collected on the same collection day as solid waste. Interior Remodeling and Home Repairs Trash may be placed in the Standard Cart for collection.

- 7.5 **Bulk Items** - Bulk items, including Household Furniture and interior remodeling debris, shall be collected at no charge and must be collected on the same collection day as solid waste and in the same collection vehicle. Items too large to be collected in the solid waste truck will be called in by the driver and collected within twenty-four (24) hours. The customer and the City or County will be notified of any item scheduled for alternative collection. White Goods shall be collected on a specified schedule approved by the City and County and shall be recycled. White Goods will be collected on the next scheduled service day after notification to Contractor, provided that it is called in to the Contractor by three-o'clock pm (3:00 pm) on the day preceding the next scheduled collection day. All reclamation of refrigerants shall be the responsibility of the Contractor, either through the Contractor's personnel or through an outside person who is

certified to perform reclamation of refrigerants. Bulk items need not be containerized. Bulk Items to be collected are further described in the Alachua County/City of Gainesville Curbside Bulk Collection Policy.

The Contractor shall not collect material that is not acceptable for bulk collection as described in the City and County Bulk Collection Policy. Tags shall be left by the Contractor to notify the resident of the reason such unacceptable or improperly prepared materials were not collected.

All Exterior Remodeling and Home Repairs Trash, including concrete, dirt, bricks, building materials and other non-compactable wastes shall be collected by a Special Service, which shall be arranged between the customer and the Contractor at a fee approved by the County or City. The fee shall be paid directly to the Contractor by the resident. The Contractor shall provide the customer with a cost estimate within twenty-four (24) hours of request and shall provide such collection within eight (8) days of the date the customer pays for such additional service.

For the City only – Immediately following the end of each university semester the Contractor will be required to provide additional trucks and crews for bulk collection, three days a week in affected neighborhoods, during peak periods of student turnover.

- 7.6 **Record Keeping** - In order to allow the County to accurately bill the City for Residential Solid Waste disposal fees, the Contractor, the County and the City shall mutually agree upon a method by which the Contractor will maintain and report information adequate to determine the monthly Residential Solid Waste tonnage disposed by City residents and the monthly Residential Solid Waste tonnage disposed by County residents. The agreed upon method of record keeping shall be evidenced by a written Letter of Understanding signed by Authorized Representatives of the City, the County and the Contractor. The Letter of Understanding may be modified in writing from time to time by the parties.

If commingling of City and County Residential Solid Waste is necessary to maintain routing efficiency, the Managers may approve commingling in a subsequent written document which is provided to the Contractor. The Contractor shall maintain and report information adequate to determine the monthly Residential Solid Waste tonnage disposed by City residents and the monthly Residential Solid Waste tonnage disposed by County residents in commingled areas, if such is approved. The approved method of record keeping shall be evidenced by a written Letter of Understanding signed by Authorized Representatives of the City, the County and the Contractor. The Letter of Understanding may be modified in writing from time to time by the parties.

8

COMMUNITY BEAUTIFICATION PROJECTS

The Contractor shall provide for all services, containers and equipment required for waste disposal at designated County cleanups and City cleanups, as deemed appropriate by the Manager, each fiscal year for the duration of the Contract. The equipment most often includes, but is not limited to, roll-off containers and residential rear end loaders. The Contractor shall make these services and equipment available to the City and County for a period of no longer than eight (8) hours during each event. The County and City will provide the Contractor written notice requesting these services at least seven (7) days prior to the event. The intent of these cleanups is not to circumvent the Solid Waste collection program as described herein. The total cost for such cleanups shall be in accordance with the Contractor's Unit Price Schedule and shall not include disposal costs.

9 SPECIAL WASTES, INFECTIOUS WASTE, HAZARDOUS WASTE, BIOMEDICAL WASTE, BIOLOGICAL WASTE AND SLUDGE

- 9.1 The Contractor shall not be required to collect and dispose of Special Wastes (except White Goods, Household Furniture and Interior Remodeling and Home Repairs Trash), Infectious Waste, Hazardous Waste, Biomedical Waste (which includes Sharps), Biological Waste or Sludge, but may offer such service in the service area. All such collection and disposal for these specific types of waste as stated, when done by the Contractor, shall be done in strict compliance with all federal, state and local laws and regulations.

10 MUNICIPAL COLLECTION SERVICE - City only

- 10.1 The Contractor shall provide Residential or Commercial Collection Service, as appropriate, to all property or right-of-way owned, leased, rented or controlled by the City of Gainesville, and as designated by the Manager, for the sum listed in the Contractor's Solid Waste, Recycling and Yard Trash Unit Prices Schedule, which by reference becomes a part of this Agreement, subject to any conditions or deductions as provided under this Contract. A bid alternate will be provided for collection service for all Regional Transit System (RTS) bus stops as designated by the Manager. This service shall include, but not be limited to the following:

10.1.1 The Contractor shall empty all Solid Waste and Recycling containers in any and all of the above mentioned properties at a frequency to be determined by the Manager. The City shall have the right to use Mechanical Containers, commercial type trash cans with covers or any other container as approved by the Manager. The Contractor shall provide all Mechanical Containers for the use of the City, which containers shall be kept in maintenance free condition by the Contractor throughout the life of the Contract. Overflowing containers or cans will be picked up and all Household Trash piled at the same location will be picked up. Any contamination present in Recycling containers will be removed by the Contractor during collection.

10.1.2 **Special Events** - The Contractor shall provide for all services, containers and equipment required for waste disposal at all City functions or sponsored events deemed appropriate by the City Manager (e.g. Spring Arts Festival, Book Sales, Grand Prix Bicycle Race, etc.).

- 10.2 **Miscellaneous** - The Contractor shall pick up dead animals, snakes, turtles, etc., from public rights of way, playgrounds and all Municipal Property in the designated area within two (2) hours of notification by the City Manager, during regular office hours as specified herein. The Contractor shall be responsible for proper disposal of all animal remains collected and shall pay any fees associated with such disposal.

ARTICLE IV

SERVICES TO BE PERFORMED BY THE CONTRACTOR - RECYCLING

11 DESCRIPTION OF THE WORK

- 11.1 **Collection** - The Contractor shall collect, at a minimum, all newspapers, magazines, catalogs, telephone books, corrugated cardboard, pasteboard, brown paper bags, junk mail, office paper, glass and plastic bottles and jars, yogurt cups, margarine tubs and aluminum and metal cans, including empty aerosol cans, set out for the purpose of recycling from or generated by Residential Property as defined herein. The collection of Recyclables shall be conducted through a two-bin system.

As it becomes appropriate or beneficial, other items may be added to or subtracted from the above stated list at the direction of the Managers. Likewise, if it becomes infeasible or financially impractical to continue collection of any one of the above items, the Contractor may petition the Managers for approval to discontinue collection of that item. Where an increase or decrease in the items collected affects the operational costs of the Contractor, the Contractor and the Managers shall negotiate an appropriate adjustment in the rate paid to the Contractor per household.

- 11.2 **Receptacles** - The Contractor shall pick up all Recyclable Material which has been properly prepared for collection and placed in approved recycling containers or paper bags or other rigid containers of comparable size to the approved recycling containers and set at Curbside/Roadside. Plastic bags are not approved containers. All containers will be returned to the point of pickup by the Contractor.

The Contractor shall not collect material that is not listed above unless added to the acceptable materials list by the County and City. Tags shall be left by the Contractor to notify the resident of the reason such unacceptable or improperly prepared materials were not collected. The Contractor will not collect normally acceptable containers when they contain unacceptable materials such as sharps (syringes, needles and lancets).

The Contractor shall supply and distribute recycling containers to each residence within the service area that does not have a container and shall replace all cracked and damaged recycling containers in the service area. In addition, on demand, an adequate supply of recycling containers shall be delivered to City and County offices for distribution to residents. The cost of these containers will be borne by the Contractor. The recycling containers shall be of a type, size and color approved by the City and County. Recycling containers may be imprinted with a logo and/or recycling theme as approved by the County and City.

The Contractor shall maintain an adequate supply of containers to distribute as described above. Replacement of containers will be made free of charge to the customer.

- 11.3 **Preparation of Recyclable Materials for Collection** - Residents shall place all Recyclable Materials in approved containers. Glass and plastic bottles and jars, no larger than two (2) gallons in size, yogurt cups, margarine tubs aluminum and metal cans, including empty aerosol cans, shall be placed in the blue recycling bin. Newspapers, magazines, catalogs, telephone books, corrugated cardboard, pasteboard, brown paper bags, junk mail and office paper shall be placed in the orange recycling bin. Corrugated cardboard shall be flattened and shall be no larger than three (3) feet by three (3) feet in size. Excess recyclable material may be placed in paper bags or other rigid containers comparable in size to the recycling containers. Cardboard may be placed under or beside the orange recycling bin.
- 11.4 **Record Keeping** - The Contractor shall be responsible for maintaining information and records adequate to determine weekly set out rates, by percent, and to determine weight of items recycled, by material, and other information required by the City of Gainesville, Alachua County or the State of Florida necessary to meet the requirements of the Solid Waste Management Act or to obtain grant funds from the Solid Waste Management Trust fund. The Contractor shall furnish monthly reports containing the requested information to the County and City by the 10th of the following month.
- 11.5 **Contamination** - The Contractor shall collect the Recyclable Material in such a manner as to minimize contamination. Any load delivered to the processing facility shall contain no more than

three percent (3%) contamination by weight or volume. The Contractor shall be responsible disposal costs for contamination in excess of three percent (3%).

- 11.6 **Promotion of the Recycling Program** - The promotion and education of City of Gainesville and Alachua County citizens about recycling is critical to the success of the recycling program. The Contractor shall be required to participate in the development and implementation of this program, including but not limited to consultation with any advertising firm used by the City and County, public appearances in support of the program, use of recycling themes, colors, and logos on collection vehicles and containers, distribution of promotional literature, etc. The Contractor shall aid in distribution to all recycling customers of any promotional materials developed by the City and County with information explaining and supporting a recycling program.

ARTICLE V

SERVICES TO BE PERFORMED BY THE CONTRACTOR - YARD TRASH

12

DESCRIPTION OF THE WORK

- 12.1 **Preparation of Yard Trash for Collection** - The Contractor shall pick up all Yard Trash from or generated by Residential Property as defined herein which has been properly prepared and stored for collection by the resident as follows:

Yard Trash, such as leaves, grass clippings and hedge trimmings, shall be placed in reusable containers or paper bags of approximately 35 gallons, and will be placed at Curbside/Roadside or at such other single collection point as may be agreed upon by the Contractor and the resident. Non-containerized Yard Trash shall be collected providing that it does not exceed five (5) feet in length, six (6) inches in diameter and/or forty (40) pounds in weight for any piece or segment, except as provided herein. The Contractor shall collect Yard Trash free of plastic, metal, glass and other contaminants.

In the County, each residential unit may place for collection ten (10) reusable containers or paper bags of approximately 35 gallons of Yard Trash per week. Plastic bags are specifically prohibited. Equivalent sized containers or bundles may be substituted for any of the bags. In the City, each residential unit may place out an unlimited volume of yard trash for collection. For both the City and County, the Contractor will provide a method whereby residential customers may pay the Contractor to collect Yard Trash in excess of the size or volume limit, except as provided herein.

- 12.1.1 Limbs and branches exceeding five (5) feet in length, six (6) inches in diameter and/or forty (40) pounds in weight for any piece or segment shall be collected by a Special Service, which shall be arranged between the resident and the Contractor at a fee approved by the County and City. The fee shall be paid directly to the Contractor by the resident. The Contractor shall provide the customer with a cost estimate within twenty-four (24) hours of request and shall provide such collection within eight (8) days of the date the customer pays for such additional service.

- 12.1.2 The Contractor is not required to pick up material left at residences by tree surgeons.

- 12.2 **Record Keeping** - The Contractor shall be responsible for maintaining information and records adequate to determine weekly set out rates, by percent, and to determine weight of Yard Trash diverted from a Landfill and other information required by the City of Gainesville, Alachua County or the State of Florida necessary to meet the requirements of the Solid Waste Management Act or to obtain grant funds from the Solid Waste Management Trust fund. The

Contractor shall furnish monthly reports to the County and City, due by the 10th of the following month containing the requested information.

- 12.3 **Promotion of the Yard Trash Recycling Program** - The promotion and education of City of Gainesville and Alachua County citizens about Recycling and reuse is critical to the success of the Yard Trash program. The Contractor shall be required to participate in the development and implementation of this program, including but not limited to consultation with any advertising firm used by the City and County, public appearances in support of the program, use of recycling themes, colors, and logos on collection vehicles and containers, distribution of promotional literature, etc. The Contractor shall aid in distribution to all Yard Trash customers of any promotional materials developed by the City and County with information explaining and supporting a recycling program.

ARTICLE VI QUALITY OF SERVICE

13 CONTRACTOR'S PERSONNEL

- 13.1 **Contractor's Officer(s)** - The Contractor shall provide to the City and County a list of all officers, directors and principals of the company and all persons with ownership in excess of five percent (5%). During the term of the Contract, the Contractor shall notify the County and City of any changes in officers, directors, principals or persons with ownership in excess of five percent (5%). If the Contractor sells the company, the City and County reserve the right to investigate the new owner(s) and to terminate the Contract within thirty (30) days of receipt of written notification of the change if, in their judgment, the new owner(s) will not be able to meet the responsibilities of the Contract.

The Contractor shall assign a qualified person or persons to be in charge of the operations within the service area as defined in this agreement. The Contractor shall give the names of these persons to the County and City. Information regarding each person's experience and qualifications shall also be furnished. Supervisory personnel must be present on the routes to direct operations in a satisfactory manner. There shall be a minimum of three (3) route supervisors assigned full time to the City of Gainesville/Alachua County program. Said supervisors must be available for consultation with the appropriate Manager and/or customers within a reasonable, practicable time after notification of a request for such consultation. The supervisors shall operate a vehicle which is radio equipped and the Contractor will supply, install and maintain radio equipment for the personnel of the Solid Waste service of the County and City, or shall provide an alternate means of immediate communication between the supervisors and County and City personnel, said alternate which is approved by both Managers. The method of communication must be available at any time that collection vehicles are on routes.

- 13.2 **Wage and Benefit History** - Contractors shall submit to the City and County details of its standard benefit package including vacation, sick leave, retirement and insurance policies. The Contractor is also requested to supply its assumption for the average wages to be paid at the Alachua County/City of Gainesville operation for the following positions: laborer, equipment operator, clerical, and route supervisor. The Contractor shall comply with the City of Gainesville Living Wage ordinance.
- 13.3 **Employee Wages and Benefits** - Conditions of employment shall be published and conspicuously posted so all employees may be informed. The Contractor shall furnish reasonable uniforms, rain gear and safety equipment.

- 13.4 **Equal Opportunity** - No person shall be denied employment by the Contractor for reasons of race, sex, marital status, national origin, creed, age, physical disability or religion. Contractors shall submit written policies detailing company commitment to employment of Alachua County residents; company policies toward minority employment and equal opportunity; and current percentage of African-American, Hispanic and female employees.
- 13.5 **Compliance with State, Federal, County and Municipal Law** - The Contractor shall comply with all applicable City, County, State and Federal laws relating to wages, hours, and all other applicable laws relating to the employment or protection of employees, now or hereafter in effect.
- 13.6 **Fair Labor Standards Act** - The Contractor is required and hereby agrees by execution of this Contract to pay all employees not less than the Federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act as amended from time to time.
- 13.7 **Dangerous Animals and Refuse Collection** - Employees of the Contractor shall not be required to expose themselves to the danger of being bitten by vicious dogs in order to accomplish Refuse collection. In any case where the owner or tenants have such animals at large, the Contractor shall immediately notify the appropriate Manager of such condition and of his or her inability to make collection because of such conditions.
- 13.8 **Conduct of Employees** - The Contractor shall ensure that its employees serve the public in a courteous, helpful and impartial manner. Contractor's collection employees will be required to follow the regular walkway for pedestrians while on private property. No trespassing by employees will be permitted or crossing property of neighboring premises unless residents or owners of both such properties consent. Care shall be taken to prevent damage to property including but not limited to cans, carts, racks, trees, shrubs, flowers and other plants.
- 13.9 **Employee Uniform Regulations** - The Contractor's Solid Waste collection employees shall wear a uniform or shirt bearing the company's name. The Contractor shall furnish to each employee an identifying badge, not less than two and one-half (2-1/2) inches in diameter, with numbers and letters at least one (1) inch high, uniform in type. Employees shall be required to wear such badges while on duty. Lettering stitched on or identifying patches permanently attached to uniform shirts and jackets will be acceptable. The Contractor shall keep a record of employees' names and numbers assigned.
- 13.10 Each vehicle operator shall at all times carry a valid driver's license for the type of vehicle that is being driven.
- 13.11 The Contractor shall provide operating training and safety training for all personnel.
- 13.12 The Contractor shall, wherever possible, employ its personnel from residents of Alachua County.

**ARTICLE VII
CHARGES, RATES, AND LEVEL OF SERVICE**

14 PAYMENT AND BILLING

- 14.1 **Compensation** - The County and City shall pay the Contractor compensation for the performance of this Agreement, the sums due based on the unit prices as listed in the Contractor's Solid Waste,

- Recycling and Yard Trash Unit Prices Schedule, which by reference becomes a part of this Agreement, subject to any conditions or deductions as provided under this Contract. The Contractor's Unit Price Schedule for Solid Waste collection shall not include disposal or processing costs. The Contractor will not be required to pay Solid Waste disposal fees. The Contractor shall submit invoices to the City and County by the 10th of each month for services rendered during the preceding month, and payments will be made to the Contractor within 30 days of verification of the invoice submitted.
- 14.2 **Billing Procedures - City** - The flow of information between the City and the Contractor shall be as stated in Exhibit C of the City's agreement, entitled Billing Procedures Agreement, which is attached hereto and by reference becomes a part of the City's Agreement. It is understood by both the City and the Contractor that this Exhibit C may be changed from time to time with the mutual consent of both parties to accommodate desirable changes in the billing and collections process.
- 14.3 **Billing Procedures - County** - The total amount of compensation due the Contractor by the County for each year of this Agreement shall be computed based on the total number of universal residential units as determined by the non-ad valorem assessment roll for the particular year. Following the non-ad valorem certification for each year of this Agreement, the County and the Contractor shall, by written amendment to this Agreement, set forth the actual compensation due the Contractor by the County. Compensation for solid waste collection will be based on the actual size carts utilized. For purposes of determining compensation for changes in service which occur on or before the 15th day of the month, the Contractor will be compensated based upon the new service for the entire month in which the change is made. For changes which occur after the 15th day of the month, compensation to the Contractor will be based upon the old service for the month in which the change occurred and upon the new service beginning the month following the month in which the change occurred. If the City of Gainesville annexes a portion of the County's collection area during a fiscal year, the Contractor will continue to provide services to the residents of the annexed area under the terms of the Contract between the Contractor and the County for the remainder of the fiscal year. Subsequent to the fiscal year in which annexation occurs, the Contractor will provide services to the residents in the annexed area in accordance with this agreement.
- 14.4 **Adjustment to Residential Unit Price** - There shall be no increase in the operational portion of the rates for first five (5) years of the initial term of the Contract (October 1, 2009 through September 30, 2014.) There will be an adjustment for years six and seven of the initial term (October 1, 2014 through September 30, 2016). No automatic adjustments shall be permitted during any extension of this Contract beyond the initial term, and during any extension beyond said initial term all rates shall be subject to the prior approval of the City and/or County Commission.
- 14.5 **Unusual Changes or Costs** - The Contractor may petition the County and City for rate adjustments at reasonable times on the basis of unusual changes in its cost of doing business, and said request shall not be unreasonably refused. Any rate adjustments shall be approved through written amendment to this Agreement. Any changes or any other conditions which occur that reduce the Contractor's cost shall entitle the County and City to receive a unit rate decrease equal to a minimum of fifty percent (50%) of the savings realized by the Contractor.
- 14.6 **Fuel Adjustment** - A fuel adjustment surcharge will be paid to the Contractor. This adjustment will be calculated on a monthly basis using the *Spot Prices for Low Sulfur No. 2 Diesel* as published by the Energy Information Administration of the US Department of Energy. The base year for fuel adjustment surcharges will be calendar year 2009. Each monthly fuel adjustment

will reflect fuel prices in the preceding billing month. This fuel adjustment will apply to the collection of Residential Solid Waste and Recyclable Material in the universal refuse collection area and in the subscription service area, and will apply to the collection of Yard Trash and Bulk Items in the universal refuse collection area.

A fuel adjustment credit will be returned to the City and County on a monthly basis if the Spot Prices for Low Sulfur No. 2 Diesel as published by the Energy Information Administration of the US Department of Energy falls ten percent (10%) or more below the 2009 base year. This fuel adjustment credit will apply to the collection of Residential Solid Waste and Recyclable Material in the universal refuse collection area and in the subscription service area, and will apply to the collection of Yard Trash and Bulk Items in the universal refuse collection area.

- 14.7 **Level and Type of Service for Collection of Other Wastes** - Where the Contractor agrees to collect Special Wastes, Infectious Waste, Hazardous Waste, Biomedical Waste, Biological Waste or Sludge, a written agreement between the Contractor and the customer shall be entered into upon the terms and conditions mutually agreed upon by the Contractor and the customer. All collection and disposal for those types of waste, when performed by the Contractor, shall be in strict compliance with all federal, state, and local laws and regulations.
- 14.8 **Sales, Service and Other Taxes** - In the event the Contractor is required, by a change in law, ordinance or resolution, to assess sales, service, or some other tax or surcharge for services provided under this Contract, the amount of such tax or surcharge shall be paid directly by the County or City, as appropriate, or added to the compensation due to Contractor, effective with the effective date such tax or surcharge is due. This paragraph does not apply to franchise fees, administrative fees, or similar fees imposed by the County.

**ARTICLE VIII
CONTRACT PERFORMANCE/PENALTIES/DEFAULT**

15 CONTRACT PERFORMANCE

- 15.1 The Contractor's performance of this Contract shall be supervised by the appropriate Manager. If at any time during the life of the Contract, performance is not satisfactory in the City or the County, the Contractor, upon written notification by the appropriate Manager, shall increase the labor force, tools and equipment as needed to properly perform this Contract in that service area. The failure of the appropriate Manager to give such notification shall not relieve the Contractor of his or her obligation to perform the Work at the time and in the manner specified by this Contract.
- 15.2 The Contractor shall furnish the Managers with every reasonable opportunity for ascertaining whether or not the Work is performed in accordance with the requirements of the Contract.
- 15.3 The Managers may appoint qualified persons to inspect the Contractor's operation and equipment at any reasonable time, and the Contractor shall admit Authorized Representatives of the County and City to make such inspections at any reasonable time and place.
- 15.4 The failure of the County and City at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the County and City thereafter to enforce same. Nor shall waiver by the County and City of any breach of provisions herein waive any succeeding breach of such provision.

16 COOPERATION/COORDINATION

- 16.1 The Managers shall be permitted free access and every reasonable facility for the inspection of all Work, equipment and facilities of Contractor. The City and County will conduct a site inspection of the Contractor's facilities and equipment in Alachua County prior to the beginning of the contract term.
- 16.2 The Contractor shall cooperate with the Managers in every reasonable way in order to facilitate the progress of the Work contemplated under this Contract.

17 COMPLAINTS AND COMPLAINT RESOLUTION

- 17.1 **Office** - The Contractor shall establish an office within Alachua County where complaints can be received. The office shall be equipped with sufficient telephones with at least one local number, which is toll-free from any location within Alachua County, and shall have a responsible person in charge during all collection hours. The office shall be open and the telephones answered during normal business hours, excluding holidays, 8:00 a.m. to 5:00 p.m., Monday through Friday, and 8:00 a.m. to 12:00 noon on Saturdays of any week where a holiday collection schedule occurs on Friday. In addition, a method shall be available for telephone communication between the Contractor and City and County Solid Waste staff for two (2) hours before and one hour (1) after normal business hours. The Contractor shall submit to the City and County staff the plan to handle administration of the Contract, such as hours of operation for customer service, number of customer service representatives and number of incoming telephone lines.

The Contractor shall provide, at the Contractor's expense, a web-based complaint reporting mechanism for residents to report, at a minimum, missed collection services. The system selected must be approved by the City and County prior to implementation. The system shall be capable of tracking the status of complaint through its resolution and of providing performance reports as prescribed by the City and County. The system must be accessible to the Contractor, the City and County, and the customers.

- 17.2 **Complaints** - In a format approved by the County and City, the Contractor shall prepare and maintain records of all complaints, and indicate the disposition of each complaint. The records shall be available for County and City inspection during business hours. Each record shall also indicate the day and hour on which the complaint was received and the day and hour on which it was resolved. When a complaint is received before 12:00 noon it shall be serviced that day; otherwise, it shall be serviced no later than the close of the next working day, including Saturday. A monthly report of all the complaints filed and their disposition shall be provided to the appropriate Manager by the 10th of the following month. Legitimacy of challenged complaints shall be determined on the basis of a joint inspection by the appropriate Manager and representative of the Contractor. Disputes shall be referred to the appropriate Manager for the complainant's area and the decision of the Manager shall be final.
- 17.3 **Notification to City and County** - The Contractor shall notify the City/County of any difficulties encountered in the provision of services as outlined in this contract, within one (1) hour of said difficulty.
- 17.4 **Notification to Customers** - The Contractor shall advertise all route and collection information, including complaint procedures, regulations, days of collection and holiday schedule in a newspaper of general circulation in Alachua County at least once per year, on or about the 1st of November. The cost of the advertising shall be borne solely by the Contractor.
- 17.5 **Complaints not Serviced** - Should the Contractor fail to perform in accordance with the provisions of the Contract, the City and County shall withhold from any money due the

Contractor, not as a penalty but as liquidated damages for such failure to perform, the following amounts, for the following infractions:

Failure to service complaint within time frame specified herein	\$ 60.00 each case
<u>Total reported missed services exceed 0.05% (approximately 150) of total services provided in a calendar month.</u>	<u>25.00 each case over base in month</u>
Notification of City or County by Contractor that a complaint has been resolved, when that complaint has not been resolved	75.00 each case
Failure to collect solid waste in official City/County yellow bags for excess waste	40.00 each case
Failure to collect bagged or containerized Solid Waste placed at Curbside/Roadside by a resident awaiting cart delivery or repair	40.00 each case
Leaving carts or recycling containers so that they block access to a driveway or roadway	40.00 each case
<u>Failure to contact customer within time frame specified for property damage complaint</u>	<u>200.00 each case</u>
<u>Failure to repair or replace damaged mailbox within time frame specified</u>	<u>200.00 each case</u>
<u>Failure to provide estimate for collection of special pickup within time frame specified</u>	<u>100.00 each case</u>
Complaints requiring City or County action in collecting Household Trash, Garbage, Recyclable Material, Bulk or Yard Trash	200.00 each complaint plus actual costs incurred by the City or County
Commingling of contracted and non-contracted waste	triple the tipping fee of the entire truckload
Commingling of Solid Waste, Recyclable Material and Yard Trash that has been separated for collection	250.00 each case
Failure to tag improperly prepared material	40.00 each case
<u>Failure to notify customer of alternative Bulk collection or to return for Bulk within twenty-four (24) hours</u>	<u>50.00 each case</u>

Failure to maintain schedules as established by the requirements of this Contract	300.00 per route missed plus weekly cost of collection per house on route
Missed collection, for any reason, at residence Contractor has been notified in writing to monitor, unless Contractor has notified City or County office, on the collection day, of a valid reason for the missed collection	100.00 each case
Collections beginning earlier than or later than permitted by the County or City without prior approval of the appropriate Manager, as specified herein	250.00 each case
Exceeding time limit for pick up of Bulk Items or White Goods, as specified herein	50.00 each case
Changing collection routes without notifying the appropriate Manager as specified herein	300.00 each route
Using Improper Vehicles without City or County consent	200.00 each case
Spillage or leakage from vehicle not cleaned up within two (2) hours of incident	500.00 each case
Failure to maintain vehicles so that they do not spill or leak fluids	500.00 each case
Failure to clean vehicles or containers	100.00 each case
Failure to properly sign and equip vehicles	50.00 each case
Loaded vehicles left standing on street unnecessarily	50.00 each case
Stopping subscription service for any reason without proof of written notification of intent to do so	50.00 each case
Removal of extra carts without proof of written notification of intent to do so	50.00 each case
Exceeding time limit for replacement of lost stolen or damaged carts as specified herein	60.00 each case
Exceeding time limit for delivery of carts to new residences as specified herein	60.00 each case

Exceeding time limit for exchanging carts as specified herein	60.00 each case
Failure to submit required records, including, but not limited to, bonds, insurance forms and annual audits	100.00 per month each case
Not advertising route and collection information once a year as specified herein	300.00 each case
Failure to deliver residential Solid Waste, Recyclable Materials or Yard Waste to the Designated Facilities in Compliance with the requirements of this Agreement	100.00 per ton each case

These sums shall be reflective of violations of the terms of the Contract on a per case per day basis. However, the Contractor shall not be liable for damages because of any delays in the performance of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of the government, fires, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, or delays of Subcontractors or suppliers due to such causes.

- 17.6 **Disputes About Collection of Certain Items** - It is recognized that disputes may arise between the City and County and the Contractor with regard to the collection of certain items. The appropriate Manager may from time to time notify the Contractor by telephone to remove all such Refuse. Should the Contractor fail to remove the Refuse within twenty-four (24) hours from time of notification by the appropriate Manager for that area, the County or City will do so and all costs incurred by the County or City, plus a twenty per cent (20%) surcharge, shall be deducted from compensation due the Contractor. Notice of the amount deducted shall be given to the Contractor. If the appropriate Manager determines that disputed Refuse did not conform to Contract specification, the Contractor shall be entitled to reimbursement for the amount deducted.

18 DEFAULT AND DISPUTE OF THE AGREEMENT

It shall be the duty of the Managers to observe closely the Solid Waste, Recycling and Yard Trash collection services and determine if, in the opinion of the Managers, there has been a breach of Contract due to any of the following:

- 18.1 The Contractor takes the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States, or any state thereof, or consents to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property; or,
- 18.2 By order or decree of a court, the Contractor shall be adjudged bankrupt, or an order shall be made approving a petition filed by any of its creditors or by any of the Stockholders of the Contractor seeking its reorganization or the readjustment of its indebtedness under federal bankruptcy laws or under any law or statute of the United States or of any state thereof; provided that, if any such judgment or order is stayed or vacated within sixty (60) days after the entry thereof, any notice of cancellation shall be and become null, void, and of no effect; or,

- 18.3 By or pursuant to or under authority of any legislative act, resolution, or rule, or any order or decree of any court or governmental board, agency, or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of the Contractor, and such possession of control shall continue in effect for a period of sixty (60) days; or,
- 18.4 The Contractor shall voluntarily abandon, desert, or discontinue its operation hereunder granted; or,
- 18.5 Any lien is filed against the Contractor's premises located in Alachua County because of any act or omission of the Contractor and is not removed or the City or County adequately secured, by bond or otherwise, within ninety (90) days after the Contractor has received written notice thereof; or,
- 18.6 The Contractor has abandoned, failed, or refused to perform or observe each and every promise in this Agreement, or has failed or refused to comply with the instructions of the appropriate Manager relative thereto. This shall be considered a material breach of this Agreement and the appropriate Manager shall notify the Contractor in writing of the breach. A copy of such written notice is to be mailed to the surety on the performance bond. If within a period of seven (7) days the Contractor has not eliminated the conditions considered to be a breach of Contract, the appropriate Manager shall so notify the County and/or City Commissions and a public hearing shall be set for a date within fifteen (15) days of such notice. The appropriate Manager shall, not less than five (5) days prior to the date of such hearing, notify the Contractor and the surety of the date and place of the public hearing at which the Contractor shall be required to show cause why the Contractor has not breached the terms of this Agreement. Should the Contractor fail to appear at the hearing or fail to show cause why it has not breached the terms of this Agreement, to the satisfaction of the City and County Commissions, the City and County Commissions may declare a default on this Agreement and notify the Contractor and the surety on the performance bond of such a declaration of default, or authorize the appropriate Manager to take other action.

If the Contractor or his or her surety fails to cure such default within two (2) days after the final decision, then the County and City Commissions may thereupon declare the Contract canceled. Upon such a declaration of default, all payments due the Contractor shall be retained by the County and City and applied to the completion of this Agreement and to damages suffered and expenses incurred by the County and City by reason of such default, unless the surety on the performance bond shall assume this Agreement, in which event all payments remaining due to the Contractor at the time of default, less amount due the County and City from the Contractor and less all sums due the County and City for damages suffered and expenses incurred by reason of such default, shall be due and payable to such surety. Thereafter, such surety shall receive monthly payments equal to those that would have been paid to the Contractor had said Contractor continued to perform the Agreement. If such surety fails to exercise such option, the County and City may complete this Agreement or any part hereof, either by day labor or by reletting the Agreement, and the County and City shall have the right to take possession of and use any or all of the vehicles, materials, equipment, facilities, and property of every kind provided by the Contractor for the performance of this Agreement and to procure other vehicles of the same kinds and to charge the cost of the vehicles to the Contractor, together with the costs incident thereto.

In the event the City and County complete this Agreement at a lesser cost than would have been payable to the Contractor under this Agreement if the same had been fulfilled by said Contractor, then the City and County shall retain such difference. Should the cost to the City and County be greater, the Contractor shall be liable for and pay the amount for such excess to the City and

County. Any transfer or assignment of the responsibilities of the Contractor by the surety must be approved by the City and County.

The Contractor shall be excused from performance in cases of war, insurrection, riot, or other causes beyond the Contractor's control. If the Contractor is unable to resume full or substantial performance within thirty (30) calendar days, the City and County may terminate this Contract by giving the Contractor five (5) days written notice. The parties hereto shall thereafter have no further obligations and liabilities under this Contract except those which arose prior to the date performance was interrupted or suspended. For the purpose of this section, a strike shall be considered within the control of the Contractor.

In the event of a breach by Contractor or excuse of performance under this paragraph such that Contractor is not providing full or substantial performance in the opinion of the County or City, the County or City shall be able to immediately begin negotiation, execute a Contract, and provide service on a temporary basis with another provider during the period that procedures and waiting periods are ongoing without such deemed a breach of this Contract.

- 18.7 Except as otherwise provided in this Contract, any dispute concerning a question of fact or of interpretation of a requirement of the Contract which is not disposed of by mutual consent between the parties shall be decided by the Managers, who shall reduce their decision to writing and furnish a copy thereof to the parties. In connection with any dispute proceeding under this clause each party shall be afforded an opportunity to be heard and to offer evidence in support of its version of the facts and interpretation of the Contract. The Managers shall make such explanation as may be necessary to complete, explain or make definite the provisions of this Contract and the findings and conclusions shall be final and binding on all parties. Pending the final decision of a dispute, the Contractor shall proceed diligently with the performance of the Contract in accordance with the preliminary directions of the appropriate Manager.

The Contractor expressly recognizes the paramount right and duty of the County and City to provide adequate Garbage and Household Trash collections as necessary government functions, and further agrees, in consideration for the execution of the Contract, that in the event the County and City shall invoke the provisions of this section, Contractor will either negotiate with the County and City for an adjustment on the matter or matters in dispute, or present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by himself or herself or by the County and City.

- 18.8 In the event the Contract is terminated prior to the expiration of the current seven year term, the Contractor agrees to pay to the County and the City the difference between the monies collected based on a CPI of XXX 2.68% averaged over the final six years of the term and the CPI increase that has been earned as of the date of termination.

19 RIGHT TO REQUIRE PERFORMANCE

The failure of the City and County at any time to require performance by the Contractor of any provisions herein shall in no way affect the right of the City and County thereafter to enforce the same, nor shall waiver by the City and County of any breach of any provision herein waive any succeeding breach of such provisions.

**ARTICLE IX
GENERAL, FINANCIAL AND INSURANCE REQUIREMENTS**

20 PERMITS AND LICENSES

Prior to commencing performance under this agreement, the Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect, and shall provide copies to the City and County.

21 TITLE TO WASTE

The County and City reserve the right at all times to hold title and ownership to all Solid Waste, Recyclable Material and Yard Trash collected by the Contractor.

22 SUBCONTRACTORS

Subcontractors shall be allowed only with the prior written approval of the City and County Commissions or the appropriate Manager acting as their legal representative. The consent of the City and County Commissions or the appropriate Manager shall not be construed as making the City or County a party to such subcontract, or subjecting the City or County to liability of any kind to any Subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of its liability and obligation under this Contract and despite such subcontracting the City and County shall deal with the Subcontractor through the Contractor. Subcontractors will be dealt with as workers and representatives of the Contractor, and as such shall be subject to the same requirements as to character and competence as are other employees of the Contractor.

23 BONDS AND SURETIES

23.1 **Performance/Payment Bond** - The Contractor shall furnish a Performance/Payment Bond in the form attached to these Specifications as security for the performance of this Contract with the City of Gainesville and Alachua County. Said Performance/Payment Bond will be in the amount of XXXXXXXXXX (at least \$1 million) ~~\$500,000~~ annually, and will remain in force for the duration of this Contract. Premium for the bond described above shall be paid by the Contractor.

23.2 **Requirements as to Surety** - The Performance/Payment Bond shall be written by a surety company licensed to do business in the State of Florida with A.M. Best Financial Rating of A Class XV for the most current calendar year available. Any Surety shall be required to have a resident agent in the State of Florida and shall be duly licensed to conduct business therein. The requirement of Florida resident agent may be waived by the County and City if evidence satisfactory to the County and City is provided that applicable requirements have been met to permit service of process on a State official under State law.

24 INSURANCE REQUIREMENTS

24.1 **Contractor and Subcontractor** - During the life of this Agreement, the Contractor shall procure and maintain insurance of the types and to the limits specified below, and provide the County and City with annual certificates of insurance as evidence thereof. The County and City shall be an additional insured on this insurance with respect to all claims arising out of the operations or Work to be performed. Cancellation or modification of said insurance shall not be effected without thirty (30) days prior written notice to County and City. The Contractor shall require each of its Subcontractors to procure and maintain, until completion of that Subcontractor's services, insurance of the types and to the limits specified below, unless the Subcontractor's Work is covered by the protection afforded by the Contractor's insurance. It shall be the responsibility of the Contractor to ensure that all its Subcontractors comply with the insurance requirements contained herein.

Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

24.1.1 **Worker's Compensation** - The Contractor shall provide and maintain during the life of this Contract, at its own expense, Workers Compensation Insurance coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. In addition, the policy shall include employers' liability insurance with a limit of \$100,000 each accident, \$500,000 disease policy limit and \$100,000 disease each employee. If any operations are to be undertaken on or about navigable waters, coverage shall be included pursuant to the Longshoremen and Harbor Workers Act and the Jones Act.

24.1.2 **Comprehensive General Liability** - The Contractor shall provide and maintain during the life of this Contract, at its own expense, Comprehensive General Liability Insurance. Coverage shall be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy (Occurrence Form) filed by the Insurance Services Office and shall include:

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

Premises and/or operations.

Independent contractors.

Products and/or completed operations.

The contractual coverage shall specify that it covers the hold harmless agreement which is part of this Contract.

24.1.3 **Business Automobile Policy** - The Contractor shall provide and maintain during the life of this Contract, at its own expense, Comprehensive Automobile Liability Insurance. Coverage shall be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Services Office and shall include:

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

Owned vehicles.

Hired and non-owned vehicles.

Employers' non-ownership - The contractual coverage shall specify that it covers the hold harmless agreement which is part of this Contract.

24.1.4 **Umbrella Liability** - The Contractor shall provide and maintain during the life of this Contract, at its own expense, \$5,000,000 for Solid Waste collection, \$1,000,000 for Recycling, and \$1,000,000 for Yard Trash collection with a hold harmless provision to protect the County and City from any claims arising as a result of services.

24.1.5 **Certificate of Insurance** - Certificates of all insurance required from the Contractor shall be filed with the County and City and shall be subject to their approval for adequacy and protection. Certificates from the insurance carrier stating the types of coverage provided, limits of liability, and expiration dates, shall be filed in triplicate with the County and

City before operations are commenced. The required certificates of insurance shall not only name the types of policies provided, but shall also refer specifically to this Agreement and section and the above paragraphs, in accordance with which such insurance is being furnished, and shall state that such insurance is as required by such paragraphs of this Agreement. If the initial insurance expires prior to the completion of the Work, renewal certificates shall be furnished thirty (30) days prior to expiration and shall state that such insurance is as required by such paragraphs of this Agreement.

25 COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor hereby agrees to abide with all applicable Federal, State and local laws and regulations. It is understood that the City and County have ordinances for effecting a Solid Waste management program. It is the responsibility of the Contractor to become familiar with such ordinances, and it is understood that, if any provisions of said ordinances are in conflict with the conditions of this Contract, the ordinances shall be the governing factor for performance of the Contract.

26 INDEMNITY

The Contractor shall defend, indemnify, save harmless, and exempt the City and County, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees resulting from injury to persons or damage to property arising out of or resulting from this Agreement or from Work done by the Contractor in the performance of this Agreement. In connection with any legal proceedings arising hereunder, the County and City reserve the right to retain counsel of its choice and at its own expense, or, in the alternative, approve counsel obtained by the Contractor.

27 SOVEREIGN IMMUNITY

Nothing in the executed Contracts shall be interpreted to mean that the City or the County waives its right to sovereign immunity granted under Section 768.28, Florida Statute.

28 VENUE

The Agreement and the legal relations between the parties hereto shall be governed and construed in accordance with the laws of the State of Florida, and all suits associated herewith shall be brought in the appropriate Court of the eighth judicial circuit, in and for Alachua County, Florida.

29 PUBLIC ENTITY CRIMES FORM

In the event that the contract is bid, any person submitting a bid proposal in response to this Invitation to Bid must execute the enclosed form PUR.7068, SWORN STATEMENT UNDER SECTION 287.133(A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper checks(s), in the space(s) provided, and enclose it with the bid. However, if you have provided the completed form to the submittal address listed in this Invitation to Bid and it was received on or after January 1, of the year in which this bid is advertised, the completed form is not required for the balance of this calendar year.

30 DRUG-FREE WORKPLACE

In the event that the contract is bid, preference shall be given to Vendors submitting a certification with their bid certifying they have a drug-free workplace whenever two or more bids which are equal with respect to price, quality, and service are received in accordance with Section 287.087, Florida Statutes. The attached form must be filled out and returned with the bid to qualify for this preference.

31 **ASSIGNMENT AND SUBLETTING**

No assignment of this Agreement or any right occurring under this Agreement shall be made, in whole or in part, by the Contractor without the express written consent of the City and County. The Contractor shall pay an assignment fee of \$50,000 to the City and \$50,000 to the County prior to obtaining such written consent from the City or County Manager. In the event of any assignment, the assignee shall assume the full liability of the Contractor.

32 **TERMINATION**

The Agreement with the Contractor may be terminated by either party with cause upon thirty (30) days prior written notice to the other party. In the event of termination, the Contractor will be compensated for services rendered up to and including the day of termination on a pro rata basis.

33 **BOOKS AND RECORDS**

The County and City shall have the right to review all records maintained by the Contractor on three (3) days written notice. An annual audit of the books and records pertaining to this Agreement by a duly licensed Florida independent certified public accounting firm shall be presented to the County and City within ninety (90) days of the close of the fiscal year of such parent company or associated entity on an annual basis throughout the term of this Agreement and any extension thereof. The statement shall be prepared in such form as to fully disclose all income and expenses properly chargeable to the Contracted waste collection service performed under this Agreement as a separate operating entity and in a uniform accounting format required by the County and City Commission. In addition, a certified annual financial statement of the parent company or associated entity shall be furnished to the County and City within ninety (90) days of the close of the fiscal year of such parent company or associated entity on an annual basis throughout the term of this Agreement and any extension thereof. If and as applicable the Contractor certifies it will comply with Florida's public records law, Chapter 119, *Florida Statutes*.

34 **NOTICES**

Except as otherwise provided in this Agreement, any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. A copy of any notice, request or approval to the County must also be sent to:

J.K. "Buddy" Irby
 Clerk of the Court
 Post Office Box 939
 Gainesville, FL 32602
 ATTN: Finance and Accounting

35 **ILLEGAL PROVISIONS**

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

CONSTRUCTION

The parties recognize that although prices will be based upon joint City and County prices, separate Contracts will be entered into between the County and the Contractor and the City and the Contractor. Therefore, unless the context of the general or technical Specifications and addenda thereto clearly indicates otherwise, reference in those documents to the County and City when referring to the rights and duties of the County and City will be construed to refer, in the case of the County's Contract, to a right or duty of the County, and in the case of the City's Contract, to a right or duty of the City.

In the event the County terminates its Agreement with the Contractor prior to the end of the Contract term for any reason, the Agreement between the City and the Contractor will continue on the same terms and conditions. In the event the City terminates its Agreement with the Contractor prior to the end of the Contract term for any reason, the Agreement between the County and the Contractor will continue on the same terms and conditions.