

SOLID WASTE AND RECYCLING COLLECTION AGREEMENT
BETWEEN CITY OF GAINESVILLE AND
BOONE WASTE INDUSTRIES, INC.

980950

THIS AGREEMENT, made and entered into this ____ day of _____, 1999, by and between City of Gainesville, a Florida municipal corporation, hereinafter referred to as "City", and Boone Waste Industries, Inc./Waste Management, Inc., hereinafter referred to as "Contractor";

WITNESSETH:

For and in consideration of the mutual benefits to flow to each other, the parties hereto agree as follows:

1. Scope of Services. The Contractor shall furnish the services, labor, materials and equipment to perform the contract as provided by and in accordance with the following enumerated Specifications and Documents, which are attached hereto and made a part hereof as if fully contained herein:

General and Technical Specifications for Solid Waste, Recycling and Yard Trash Collections within the City of Gainesville and County of Alachua

Exhibits A, B, and C

Letter of Intent and Solid Waste, Recycling and Yard Trash Unit Prices With Municipal Services at No Additional Cost, City of Gainesville, To Begin October 1, 1999, Start Time 7:00 a.m.

Solid Waste, Recycling and Yard Trash Unit Prices submitted by Boone Waste Industries, Inc./Waste Management on September 4, 1998

Action Plan, Policies and Procedures for Proper Handling of Residential Solid Waste, Recycling and Yard Trash Customer Issues

for the City of Gainesville Submitted by Boone Waste Industries, Inc./Waste Management, Inc.

Public Entity Crimes Form Submitted by Boone Waste Industries, Inc./Waste Management

Drug-Free Workplace Form Submitted by Boone Waste Industries, Inc./Waste Management

Performance/Payment Bond

In the event that any provision of one of the specifications and documents conflicts with the provision of another specification or document, the provision in that contract document first listed below shall govern except as otherwise specifically stated:

- A. Contract (this instrument).
- B. Letter of Intent and Solid Waste, Recycling and Yard Trash Unit Prices With Municipal Services at No Additional Cost, City of Gainesville, To Begin October 1, 1999, Start Time 7:00 a.m.
- C. Solid Waste, Recycling and Yard Trash Unit Prices — With City of Gainesville Municipal Services at No Additional Cost, Start Time 7:00 a.m., submitted by Boone Waste Industries, Inc./Waste Management on September 4, 1998
- D. Memorandum of Understanding, dated July, 12, 1994

2. Term of Agreement. The initial term of this agreement shall be for a period of five (5) years, commencing on October 1, 1999, and ending on September 30, 2004.

3. Compensation. The City shall pay the Contractor for the faithful performance of the Residential Solid Waste, Municipal Services, Yard Trash Collection services, and Recycling Collection services in accordance with the Solid Waste,

Recycling and Yard Trash Unit Prices With Municipal Services at no additional cost City of Gainesville To Begin October 1, 1999 Start Time 7:00 a.m. the sums due in accordance with 15.2 of the specifications.

The Contractor shall submit invoices for payment to:

Steve Hiney, Manager
Solid Waste Division – Sta. 10
City of Gainesville
Post Office Box 490
Gainesville, FL 32602-0490

Payments will be made on invoices approved by the City, payable in arrears, i.e. for the previous month, within thirty (30) days of receipt of the invoice. Payments shall be made payable to:

C.K. "Bubba" Bussard, Jr.,
District Manager
Boone/Waste Management
5002 SW 41st Boulevard
Gainesville, FL 32608

4. Modification. This Agreement constitutes the entire contract and understanding between the parties hereto and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto.

5. Time of the Essence. The Contractor and the City further agree that time is of the essence of the Agreement and that the work under the Agreement is required to be completed within the time specified in the Bid Documents.

6. Effective Date. The Agreement shall become effective October 1, 1999, and the Contractor shall begin collection of solid waste, recyclables and yard trash as covered herein as of this date.

IN WITNESS WHEREOF the parties hereto have executed this Contract on the day first above written in three (3) counterparts, each of which shall be without proof or accounting for the other counterparts be deemed an original contract.

CITY OF GAINESVILLE, FLORIDA

By:

APPROVED AS TO FORM AND
LEGALITY

Wayne Bowers, City Manager

City of Gainesville Attorney

CONTRACTOR:

By:

Witness as to Contractor:

Name and Title:

Name and Title:

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

Prepared by: ALACHUA COUNTY AND CITY OF GAINESVILLE
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TABLE OF CONTENTS

ARTICLE I

GENERAL INFORMATION

1 LIAISON BETWEEN CITY/COUNTY AND CONTRACTOR 4
2 COMMENCEMENT OF WORK 4
3 TERM 4
4 ABILITY OF DULY INCORPORATED GOVERNMENTAL ENTITIES WITHIN
ALACHUA COUNTY TO TAKE ADVANTAGE OF THE TERMS AND
CONDITIONS OF THIS CONTRACT 4
5 DEFINITION OF TERMS 4

ARTICLE II

SERVICES TO BE PERFORMED BY CONTRACTOR - SOLID WASTE

6 DESCRIPTION OF THE WORK 10
6.5 Protection of Adjacent Property and Utilities 11
6.6 Spillage 11
6.7 Designated Facility 11
6.9 Frequency of Collection 11
6.10 Hours of Collection 11
6.11 Point of Pickup of Residential Garbage 11
6.12 Vacant Lots 11
6.13 White Goods 12
6.14 Receptacles 12
6.15 12
6.16 13
6.17 Method of Collection of Residential Garbage 13
6.18 Schedules and Routes 13
6.20 Record Keeping 14
6.21 Storm 14
6.22 Holidays 14
6.23 Equipment 14
7 COMMUNITY BEAUTIFICATION PROJECTS 15
8 MUNICIPAL COLLECTION SERVICE - City only - to be rewritten by City ... 15
8.2 Special Events 15
8.3 Miscellaneous 15
9 SPECIAL WASTES, INFECTIOUS WASTE, HAZARDOUS WASTE, BIOMEDICAL
WASTE, BIOLOGICAL WASTE AND SLUDGE 15

ARTICLE III

SERVICES TO BE PERFORMED BY THE CONTRACTOR - RECYCLING

10 DESCRIPTION OF THE WORK 16
10.5 Protection of Adjacent Property and Utilities 16
10.6 Spillage 16
10.7 Designated Facility 16
10.9 Frequency of Collection 17
10.10 Hours of Collection 17
10.11 Point of Pickup of Recyclable Material 17
10.12 Receptacles 17

10.13	Method of Collection of Recyclable Material	18
10.14	Schedules and Routes	18
10.16	Record Keeping	18
10.17	Marketing of Recyclable Items	18
10.18	Contamination	19
10.19	Revenues Generated from Recycling	19
10.20	Holidays	19
10.21	Equipment	19
10.22	Promotion of the Recycling Program	20

ARTICLE IV

SERVICES TO BE PERFORMED BY THE CONTRACTOR - YARD TRASH

11	DESCRIPTION OF THE WORK	20
11.4	Protection of Adjacent Property and Utilities	20
11.5	Spillage	20
11.6	Designated Facility	21
11.8	Frequency of Collection	21
11.9	Hours of Collection	21
11.10	Point of Pickup of Yard Trash	21
11.11	Preparation of Yard Trash for Collection	21
11.12	Method of Collection of Yard Trash	22
11.13	Schedules and Routes	22
11.14	Record Keeping	22
11.15	Storm	22
11.16	Recycling of Yard Trash	23
11.17	Holidays	23
11.18	Equipment	23
11.19	Promotion of the Yard Trash Recycling Program	24
11.21	"Environmental Landscape Management" Program	24
11.22	Vacant Lots	24
12	COMMUNITY BEAUTIFICATION PROJECTS	24
13	MUNICIPAL COLLECTION SERVICE - City only - to be rewritten by City	24
13.2	Special Events	25

ARTICLE V

QUALITY OF SERVICE

14	CONTRACTOR'S PERSONNEL	25
14.1	Contractor's Officer(s)	25
14.2	Wage and Benefit History	25
14.3	Employee Wages and Benefits	25
14.4	Equal Opportunity	25
14.5	Compliance with State, Federal, County and Municipal Law	25
14.6	Fair Labor Standards Act	26
14.7	Dangerous Animals and Refuse Collection	26
14.8	Conduct of Employees	26
14.9	Employee Uniform Regulations	26

ARTICLE VI

CHARGES, RATES, AND LEVEL OF SERVICE

15	PAYMENT AND BILLING	26
15.1	Compensation	26
15.2	Billing Procedures -- City	27
15.3	Adjustment to Residential Unit Price	27
15.4	Unusual Changes or Costs	27
15.5	Level and Type of Service for Collection of Other Wastes	27
15.6	Sales, Service and Other Taxes	27
15.7	Pilot Programs	28

ARTICLE VII

CONTRACT PERFORMANCE/PENALTIES/DEFAULT

16	CONTRACT PERFORMANCE	28
17	COOPERATION/COORDINATION	28
18	COMPLAINTS AND COMPLAINT RESOLUTION	28
18.1	Office	28
18.2	Complaints	29
18.3	Notification to City and County	29
18.4	Notification to Customers	29
18.5	Complaints not Serviced	29
18.6	Disputes About Collection of Certain Items	31
19	DEFAULT AND DISPUTE OF THE AGREEMENT	31
20	RIGHT TO REQUIRE PERFORMANCE	33

ARTICLE VIII

GENERAL, FINANCIAL AND INSURANCE REQUIREMENTS

21	PERMITS AND LICENSES	34
22	TITLE TO WASTE	34
23	SUBCONTRACTORS	34
24	BONDS AND SURETIES	34
24.1	Performance/Payment Bond	34
24.2	Requirements as to Surety	34
25	INSURANCE REQUIREMENTS	34
25.1	Contractor and Subcontractor	34
25.1.1	Worker's Compensation	35
25.1.2	Comprehensive General Liability	35
25.1.3	Business Automobile Policy	35
25.1.4	Umbrella Liability	36
25.1.5	Certificate of Insurance	36
26	COMPLIANCE WITH LAWS AND REGULATIONS	36
27	INDEMNITY	36
28	SOVEREIGN IMMUNITY	36
29	VENUE	36
30	PUBLIC ENTITY CRIMES FORM	37
31	DRUG-FREE WORKPLACE	37
32	ASSIGNMENT AND SUBLETTING	37
33	TERMINATION	37
34	BOOKS AND RECORDS	37
35	NOTICES	37

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

**ARTICLE I
GENERAL INFORMATION**

1 LIAISON BETWEEN CITY/COUNTY AND CONTRACTOR

Any technical questions about these Specifications are to be directed to Steve Hiney, City of Gainesville Solid Waste, at (352) 334-5042, or Karen Deeter, 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, 1999.

3 TERM

3.1 The term of this contract shall be for a period beginning October 1, 1999 and terminating September 30, 2004.

3.2 The initial term of this contract may be extended for successive periods of up to five 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 WITHIN
ALACHUA COUNTY TO TAKE ADVANTAGE OF THE TERMS AND CONDITIONS
OF THIS CONTRACT**

Duly incorporated governmental entities within Alachua County 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 written communication between the Manager and the Contractor.

- 5.2 **“Back Door Service”** means any physical location for the placement of Solid Waste or recyclables on the customer's property intended for residential service collection 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, 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: white goods; any materials resulting from home improvements; and any and all household goods and furniture. 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 Material, 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. **“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.
- 5.12 **“Commercially-generated Waste”** means rubbish, yard trash or bulk items, or any combination thereof, generated by builders, building contractors, privately-employed tree

trimmers and tree surgeons, landscape services and lawn or yard maintenance services and nurseries, which shall not be collected as Residential Solid Waste.

- 5.13 “**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 also includes:
- 5.13.1 Clean cardboard, paper, plastic, wood, and metal scraps from a construction project;
 - 5.13.2 Effective January 1, 1997, 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
 - 5.13.3 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.
- 5.14 “**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.
- 5.15 “**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.
- 5.16 “**County**” means the Board of County Commissioners of Alachua County, Florida or an Authorized Representative.
- 5.17 “**County Manager**” means the County Manager of Alachua County, Florida, or the designee of such person.
- 5.18 “**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 Manager shall have the authority to approve or specify the precise location for such Curbside/Roadside placement.

- 5.19 **“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.
- 5.20 **“Director”** means the Director of the Division of Waste Management of the Public Works Department of Alachua County, Florida, or the designee of such person, or the Director of the Solid Waste Division of the Public Works Department of the City of Gainesville, or the designee of such person.
- 5.21 **“Division of Waste Management”** means the Division of Waste Management within the Public Works Department of Alachua County.
- 5.22 **“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.
- 5.23 **“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.
- 5.24 **“Garbage Can”** 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 sides of 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.
- 5.25 **“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 Batteries”** means any dry cell batteries generated by households, and does not include vehicle batteries.
- 5.27 **“Household Furniture”** means all movable articles or apparatus for equipping a residence, including, but not limited to, chairs, tables, sofas, and mattresses, for equipping a house.
- 5.28 **“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 business places.
- 5.29 **“Improper Vehicle”** means any vehicle which is in violation of any provision of this Contract.
- 5.30 **“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.

- 5.31 “**Institutional Property**” means property owned by any state, county or municipal agency or federal government or agency thereof.
- 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 “**Legitimate Complaint**” means a verified complaint that has not been resolved by the Contractor within the time frames outlined in subsection 18.2.
- 5.34 “**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.
- 5.35 “**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.
- 5.36 “**Municipal Property**” means all property owned, leased, rented or controlled by the City of Gainesville.
- 5.37 “**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. “**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 “**Recovered Materials Processing Facility**” means a facility engaged solely in the storage, processing, resale or reuse of Recovered Materials. Such a facility is not a Solid Waste Management Facility if it meets the conditions of Section 403.7045(1)(e), *Florida Statutes*.
- 5.40 “**Recyclable Material**” means those materials which are capable of being recycled and which would otherwise be processed or disposed of as Solid Waste.
- 5.41 “**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.
- 5.42 “**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.

- 5.43 **“Remodeling and Home Repairs Trash”** means materials, including, but not limited to, lumber, drywall, plumbing fixtures, carpet or fencing, accumulated by the resident during the course of a self-performed improvement project.
- 5.44 **“Residential Collection Service”** means the collection and transportation of Recyclable Material, Yard Trash, and other Solid Waste from residential property by the Contractor to a Solid Waste Management Facility.
- 5.45 **“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. **“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.
- 5.46 **“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.
- 5.47 **“Rubbish”** means waste material other than Garbage, usually attendant to domestic households or housekeeping, and attendant to the operation of stores, offices and other business places. Rubbish shall include, but is not limited to, paper, magazines, packaging, receptacles, textile materials, excelsior, bottles, cans and ceramic materials.
- 5.48 **“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.
- 5.49 **“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.
- 5.50 **“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 in subsection 5.38 are not Solid Waste.
- 5.51 **“Special Service”** means any collection or disposal service provided which exceeds the specifications of this Contract and for which a special charge is applied.
- 5.52 **“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.
- 5.53 **“Specifications”** means directions, provisions and requirements contained in the Invitation to Bid, General and Technical Specifications, Bid Form, 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.

- 5.54 **“Standard Cart”** means a two-wheeled container with attached lid and handle, available in approximately eighteen (18), thirty (30), sixty (60) and ninety (90) gallon sizes, designed to be dumped mechanically into a hopper.
- 5.55 **“Subcontractor”** means any person, firm or corporation other than the Contractor supplying labor or materials for Work being performed under these Specifications.
- 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 and 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 - SOLID WASTE DESCRIPTION OF THE WORK

6

- 6.1 The Contractor shall provide residential Solid Waste collection services within the City and the mandatory refuse collection area of the County. The mandatory 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 mandatory area of the County. In the non-mandatory, unincorporated area of the County, 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 fees from residential subscription customers in the non-mandatory area. Information regarding numbers of residential customers may be found in Exhibit B.
- 6.2 In the event that the County institutes countywide mandatory 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 Mandatory Beginning October 1, 1999, which are attached hereto as Exhibit C 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 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 take cognizance 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 any breakage or damage caused by its operation.
- 6.6 **Spillage** - The Contractor shall not litter or cause any spillage or leakage to occur upon the premises or the rights-of-way wherein the collection shall occur. The Contractor may refuse to collect any Solid Waste that has not been placed in a receptacle, as provided herein. All Solid Waste 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.
- 6.7 **Designated Facility** - All Solid Waste shall be hauled to the Designated Facility or Facilities as directed in writing by the Manager.
- 6.8 The Contractor shall collect and dispose of all Solid Waste, White Goods, Household Furniture and properly prepared Remodeling and Home Repairs Trash, except Special Wastes (other than White Goods, Household Furniture or properly prepared Remodeling and Home Repairs Trash), Infectious Waste, Hazardous Waste, Biomedical Waste (which includes Sharps), Biological Waste and Sludge, from or generated by all single family homes, individual mobile homes, Multi-Family Dwelling Units and Residential Property as defined in subsection 5.45.
- 6.9 **Frequency of Collection** - The Contractor shall collect Solid Waste from places of residence within the Contract collection and subscription areas one (1) time per week.
- 6.10 **Hours of Collection** - Collection shall begin no earlier than 7:00 a.m., and shall cease no later than 9:00 p.m. In the event of an emergency, collection may be permitted at times not allowed by this paragraph, provided the Contractor has received prior approval from the 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 in subsection 6.22, except in a time of emergency, or to maintain a regular schedule due to holidays recognized by the Contractor.
- 6.11 **Point of Pickup of Residential Garbage** - Collections of residential Garbage and Rubbish shall be at Curbside/Roadside, as defined in subsection 5.18, or other such locations as will provide ready accessibility to the Contractor's collection crew and vehicle. 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 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.
- 6.12 **Vacant Lots** - The Contractor shall collect Solid Waste and bulk items from normal maintenance of vacant lots that are within the designated area in the same manner as the collection from residences. It will not be the responsibility of the Contractor to remove Solid Waste resulting from clearing property for construction purposes.

6.13 **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.

6.14 **Receptacles** - The Contractor shall be required to pick up all Garbage, Rubbish, Household Furniture, White Goods and Remodeling and Home Repairs Trash from or generated by all single family homes, individual mobile homes, Multi-Family Dwelling Units and Residential Property as defined in subsection 5.45 which have been properly prepared and stored for collection as follows:

All Garbage, Rubbish and Household Trash shall be placed in Standard Carts, with attached lids and a method of identification, supplied by and owned by the Contractor. 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 Manager. The carts are to be available to the residents in approximately twenty (20) gallons ("mini-can") and in approximately thirty (30), sixty (60) and ninety (90) gallon sizes. The "mini-can" shall be green, and the other carts shall be black.

The Contractor shall not be required to collect Garbage, Rubbish or Household Trash from any cart that weighs more than ninety percent (90%) of the manufacture's weight limit for that size cart.

The Contractor will be responsible for delivery and pick up of all carts. The City and County will pay the Contractor \$5.00 for each cart that is exchanged for a cart of a different size. Carts will be exchanged within fourteen (14) days of receipt of request. The customer's ability to exchange carts shall be as prescribed by the 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 seven (7) days of receipt of request. The Contractor shall replace all lost, stolen or damaged carts free of charge within seven (7) days of receipt of request. 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 twenty-one (21) days of receipt by the Contractor.

Excess Garbage shall be collected provided such excess is placed in special bags approved by the City and the County. 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 Alachua County, the City Manager, and the Contractor. Compensation to the Contractor will be based on the number of bags sold during the previous month.

6.15 **Remodeling and Home Repairs Trash - City:** 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. Remodeling and Home Repairs

Trash must be collected within twenty-four (24) hours of scheduled collection day after notification to Contractor. Remodeling and Home Repairs Trash may be placed in the Standard Cart for collection. **County mandatory area and City designated portable bulk area:** 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. Remodeling and Home Repairs Trash must be collected within twenty-four (24) hours of scheduled collection day. Remodeling and Home Repairs Trash may be placed in the Standard Cart for collection.

- 6.16 **Bulk Items - City:** Bulk items, including Household Furniture and White Goods, shall be collected at no charge and must be collected within twenty-four (24) hours of scheduled collection day after notification to Contractor. White goods shall be collected on one specified day per week and shall be recycled. Bulk items need not be containerized. **County mandatory area and City designated portable bulk area:** Bulk items shall be collected at no charge and must be collected within twenty-four (24) hours of scheduled collection day. White goods shall be collected on one specified day per week and shall be recycled. Bulk items need not be containerized.

Concrete, dirt, bricks, building materials and other non-compactable wastes, exceeding five (5) feet in length and forty (40) pounds in weight 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.

- 6.17 **Method of Collection of Residential Garbage** - The Contractor shall make collections with a minimum of noise and disturbance to the householder. Any Garbage or Household Trash spilled by the Contractor shall be picked up immediately by the Contractor. Garbage receptacles shall be handled carefully by the Contractor, shall not be bent 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 Garbage receptacles 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 Manager shall approve all permanent changes in routes or schedules that alter the day of pick up. Upon approval of the Manager, the Contractor shall publish the change in a newspaper of general circulation in Alachua County at least seven (7) days prior to the effective date of such route or schedule changes. The cost of publication shall be borne solely by the Contractor.
- 6.19 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 disposal site 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.

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.

- 6.20 **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. 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.

- 6.21 **Storm** - In case of a storm, the Manager may grant the Contractor reasonable variance from regular schedules and routes. As soon as practicable after such storm, the Contractor shall advise the Manager and the customer of the estimated time required before regular schedules and routes can be resumed. In the case of a storm 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 and Refuse resulting from the storm, 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 has first secured prior written authorization from the Manager. The total cost for such service shall be based on true costs jointly agreed to by the Manager and the Contractor. Documentation of true costs must meet the requirements of the Federal Emergency Management Agency (FEMA).
- 6.22 **Holidays** - The City and County agree to exempt residential Solid Waste collection 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, 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.
- 6.23 **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 garbage collection and disposal equipment. All replacement and additional vehicles shall be new equipment unless otherwise agreed by the County and City. For Residential 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. A list of the Contractor's equipment shall be given to the City and County at the time of each annual audit.

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 five (5) inches high on each side of the vehicle. The number of the vehicle shall be on the sides and rear of each vehicle in letters not less than five (5) inches high, and a record shall be kept of the vehicle to which each number is assigned. No advertising shall be permitted on vehicles, except of events sponsored by the County or City.

7 COMMUNITY BEAUTIFICATION PROJECTS

The Contractor shall provide for all services, containers and equipment required for waste disposal at up to nine (9) designated County cleanups and up to nine (9) designated City cleanups, as deemed appropriate by the Manager, each 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 volume based program.

8 MUNICIPAL COLLECTION SERVICE - City only - to be rewritten by City

8.1 The Contractor shall provide Residential or Commercial Collection Service, as appropriate, to all property owned, leased, rented or controlled by the City of Gainesville, including, but not limited to those designated by the City Manager if acquired during the Contract term. These services shall be provided at no charge to the City.

8.1.1 The Contractor shall empty all Refuse containers in any and all of the above mentioned properties at a frequency to be determined by the City 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 City 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.

8.2 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.).

8.3 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.

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 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 those types of waste in this section, when done by the Contractor, shall be in strict compliance with all federal, state and local laws and regulations.

ARTICLE III
SERVICES TO BE PERFORMED BY THE CONTRACTOR - RECYCLING

10 DESCRIPTION OF THE WORK

- 10.1 The Contractor shall provide residential Recycling collection services within the City and the mandatory refuse collection area of the County. The mandatory 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 Recycling fees from residential customers in the City or the mandatory area of the County. In the non-mandatory, unincorporated area of the County, the Contractor shall have the exclusive right to provide residential subscription service. The Contractor shall be responsible for the billing and collection of Recycling fees from residential subscription customers in the non-mandatory area. Information regarding numbers of residential customers may be found in Exhibit B.
- 10.2 In the event that the County institutes countywide mandatory Solid Waste and Recycling collections, the Contractor shall provide this service at the rates as listed in the Unit Price Schedule for curbside collection in the current subscription area, which is attached.
- 10.3 It is the responsibility of the Contractor to become familiar with and to determine the nature and conditions affecting the collection, processing and marketing of Recyclable Material in the City of Gainesville and Alachua County.
- 10.4 The Contractor shall provide, at his or her own expense, all labor, insurance, supervision, machinery and equipment, facility, trucks and any other tools, equipment, accessories and items necessary to maintain the standard of collections, processing and marketing set forth herein.
- 10.5 **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 take cognizance 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 any breakage or damage caused by its operation.
- 10.6 **Spillage** - The Contractor shall not litter or cause any spillage or leakage to occur upon the premises or the rights-of-way wherein the collection shall occur. The Contractor may refuse to collect any Recyclable Material that has not been placed in a receptacle, as described in subsection 10.12. All Recyclable Material 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.
- 10.7 **Designated Facility** - All Recyclable Material shall be hauled to the Designated Facility or Facilities as approved in writing by the Manager.

- 10.8 The Contractor shall collect all newspaper, magazines, glass, aluminum and metal cans, high density polyethylene (HDPE), polyethylene terephthalate (PETE) and polyvinyl chloride (PVC) containers, Household Batteries, corrugated cardboard and brown paper bags set out for the purpose of Recycling from all single family homes, individual mobile homes, Multi-Family Dwelling Units and Residential Property as defined in subsection 5.45 within the City and the mandatory area of the County. The collection of Recyclables shall be conducted through a commingled system. In addition, telephone books shall be picked up for a period of two months following the distribution of new telephone books.

As it becomes appropriate or beneficial, other items may be added to the list at the direction of the Manager. Likewise, if it becomes infeasible or financially impractical to continue collection of any one of the above items, the Contractor may petition the Manager 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 Manager shall negotiate an appropriate adjustment in the rate paid to the Contractor per household.

- 10.9 **Frequency of Collection** - The Contractor shall collect Recyclables from residences within the service area one (1) time per week. The day of collection shall be on the same day as the Solid Waste collection day.
- 10.10 **Hours of Collection** - Collection shall begin no earlier than seven (7:00) a.m. and shall cease no later than nine (9:00) p.m.; provided however that in the event of emergency or unforeseen circumstances, collection may be permitted at a time not allowed by this paragraph following approval by the Manager.
- 10.11 **Point of Pickup of Recyclable Material** - Collection of Recyclable Material shall be at Curbside/Roadside, as defined in subsection 5.18, or other such locations as will provide ready accessibility to the Contractor's collection crew and vehicle. 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 provide non-accessibility to 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 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. If the Contractor is providing Back Door Service for Solid Waste, Back Door Service for Recyclables shall also be provided.
- 10.12 **Receptacles** - The Contractor shall pick up all Recyclable Material which has been properly prepared for collection and placed in approved Recycling containers or paper or bags or other rigid containers of comparable size to the approved Recycling containers and set at Curbside/Roadside.

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. Except as provided below, 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.

- 10.13 **Method of Collection of Recyclable Material** - The Contractor shall collect Recyclable Material by a method approved by the City and County. The Contractor shall make collections with a minimum of noise and disturbance to the householder. Any Recyclable Material spilled by the Contractor shall be picked up immediately. Recycling containers shall be thoroughly emptied and left at the proper point of collection. In the event that items not accepted for Recycling are in the recycling container, the Contractor shall leave those items in the container with an appropriate tag explaining why the items were not collected.
- 10.14 **Schedules and Routes** - Recycling collection for a dwelling unit shall be made on the same day as the Solid Waste collection day for that dwelling unit. Therefore Recycling schedules and routes shall match the schedules and routes for Solid Waste collection, except that the Manager is authorized to modify, extend or suspend schedules in the event of natural disaster, health hazard or any other state of emergency requiring such action. 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 Manager shall approve all permanent changes in routes or schedules that alter the day of pick up. Upon approval of the Manager, the Contractor shall publish the change in a newspaper of general circulation in Alachua County at least seven (7) days prior to the effective date of such route or schedule changes. The cost of publication shall be borne solely by the Contractor.
- 10.15 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 disposal site 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 County or City 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.
- 10.16 **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.
- 10.17 **Marketing of Recyclable Items** - The Contractor shall be responsible for marketing the Recyclable Material collected or otherwise ensuring the reuse of the Recyclable Material. To the extent possible, based on availability, capacity and reasonable prices paid for the materials, the Contractor shall market the Recyclable Material through local businesses operating in Gainesville or Alachua County.

The Contractor shall submit proof of the ability to process and market the Recyclable Material. This shall include: site location, ownership of facility, permits, written assurance that the site will be available for the full term of the Contract. In addition, the Contractor shall describe how

the material will be marketed and list any markets currently used. All processing shall be in accordance with State and local laws, ordinances and regulations.

Disposal costs for the residuals of processing of Recyclable Material shall be the responsibility of the Contractor.

Change(s) in site location, ownership of facility, permits, and marketing of materials may occur provided the Contractor has received prior verbal approval from the Manager, or his or her designee, such approval to be later confirmed in writing.

- 10.18 **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 twelve percent (12%) contamination by weight or volume.
- 10.19 **Revenues Generated from Recycling** - If the Contractor processes the Recyclable Material, the Contractor shall account for all revenues generated through Recycling and report all such revenues to the County and City on a monthly basis. The revenue amounts are to be verified by the accompanying receipts from the purchaser of the recycled materials. A percentage of the revenues generated from the sale of Recyclable Material, after deducting the cost of processing, shall be returned to the City and County. The percentage to the City and County for particular Recyclable Material shall be outlined in the response to the bid.

If the Contractor does not process the Recyclable Material, fifty percent (50%) of all revenues received by the Contractor from the sale of Recyclable Material shall be returned to the County and City.

Any exception or modifications to this section must be approved by the Manager.

- 10.20 **Holidays** - The City and County agree to exempt residential Recycling collection 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, 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.
- 10.21 **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 Recycling equipment and shall be kept in good repair, appearance, and in a sanitary and clean condition at all times. Prior to purchasing equipment it shall be the responsibility of the Contractor to determine the available space, turning radii, ceiling heights, etc. of the likely buyers or processors of the recycled materials. All replacement and additional vehicles shall be new equipment unless otherwise agreed by the County and City. 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. A list of the Contractor's equipment shall be given to the County and City at the time of each annual audit.

Equipment is to be painted uniformly in colors exclusively selected for the Recycling program with the phrase "(City of Gainesville) Alachua County Recycling Program" and a business telephone number in letters not less than five (5) inches high on each side of the vehicle. The

Contractor may also add his or her name and business telephone number to each side of the vehicle. The number of the vehicle shall be on the sides and rear of each vehicle in letters not less than five (5) inches high, and a record shall be kept of the vehicle to which each number is assigned. No advertising shall be permitted on vehicles except for that approved by the County and City for promoting the Recycling program. The rear of the vehicle shall contain signs warning the public of frequent stops.

- 10.22 **Promotion of the Recycling Program** - 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 IV

SERVICES TO BE PERFORMED BY THE CONTRACTOR - YARD TRASH

11

DESCRIPTION OF THE WORK

- 11.1 The Contractor shall provide residential Yard Trash collection services within the City and the mandatory refuse collection area of the County. The mandatory 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 Yard Trash fees from residential customers in the County or City. Information regarding numbers of residential customers may be found in Exhibit B.
- 11.2 It is the responsibility of the Contractor to become familiar with and to determine the nature and conditions affecting the collection and disposal of Yard Trash in the City of Gainesville and Alachua County.
- 11.3 The Contractor shall provide, at his or her own expense, all labor, insurance, supervision, machinery and equipment, facility, trucks and any other tools, equipment, accessories and items necessary to maintain the standard of collections and disposal set forth herein.
- 11.4 **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 take cognizance 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 any breakage or damage caused by its operation.
- 11.5 **Spillage** - The Contractor shall not litter or cause any spillage or leakage to occur upon the premises or the rights-of-way wherein the collection shall occur. The Contractor may refuse to collect any Yard Trash that has not been prepared as provided herein. All Yard Trash 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.

- 11.6 **Designated Facility** - All Yard Trash shall be hauled to the Designated Facility or Facilities as approved in writing by the Manager.
- 11.7 The Contractor shall collect Yard Trash as defined in subsection 5.59 from all Residential Property as defined in subsection 5.45. The Contractor shall collect Yard Trash from normal maintenance of vacant lots that are within the designated area in the same manner as the collection from residences. It will not be the responsibility of the Contractor to remove Yard Trash resulting from lot clearing by the City or County or Yard Trash resulting from clearing the property by private owners for construction purposes.
- 11.8 **Frequency of Collection** - The Contractor shall collect Yard Trash from residences within the service area one (1) time per week.
- 11.9 **Hours of Collection** - Collection shall begin no earlier than seven (7:00) a.m. and shall cease no later than nine (9:00) p.m.; provided that in the event of emergency or unforeseen circumstances, collection may be permitted at a time not allowed by this paragraph following approval by the Manager.
- 11.10 **Point of Pickup of Yard Trash** - Collection of Yard Trash shall be at Curbside/Roadside, as defined in subsection 5.18, or other such locations as will provide ready accessibility to the Contractor's collection crew and vehicle. 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. In the event an appropriate location cannot be agreed upon, the Manager shall designate the location.
- 11.11 **Preparation of Yard Trash for Collection** - The Contractor shall pick up all Yard Trash generated by residential units which has been properly prepared and stored for collection as follows:

Yard Trash shall be placed in Garbage Cans or other reusable containers or plastic or paper bags of approximately 35 gallons, and 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 or forty (40) pounds in weight for any piece or segment, except as provided in subsections 11.11.1, 11.11.2, and 11.11.3. Prior to placement in vehicle, Yard Trash shall be free of all paper, plastic, metal, glass and other contaminants.

In the County, each residential unit may place for collection five (5) bags of approximately 35 gallons of Yard Trash per week. Equivalent sized containers or bundles may be substituted for any of the bags. For additional Yard Trash, the Contractor will provide a method using stickers whereby residential customers may dispose of Yard Trash in excess of the five (5) bag per week limit, except as provided in subsections 11.11.1, 11.11.2, and 11.11.3. The method utilized must be approved by the Manager. The sticker utilized in the method may be sold by the Contractor, the County, or by private organizations as approved by the County. The rate for the stickers shall be set to recover the costs of collection, disposal and administration of the excess Yard Trash and must be approved by Alachua County, and the Contractor.

- 11.11.1 Limbs and branches exceeding five (5) feet in length, four (4) 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.

11.11.2 Large branches, trees, or bulky or non-containerized material not susceptible to normal loading and collection in loader packer type sanitation equipment used for regular collections from domestic households will not be picked up by the Contractor.

11.11.3 Material left at residences by tree surgeons will not be picked up by the Contractor.

11.12 **Method of Collection of Yard Trash** - The Contractor shall make collections with a minimum of noise and disturbance to the householder. Any Yard Trash spilled by the Contractor shall be picked up immediately by the Contractor. Containers shall be handled carefully by the Contractor, shall not be bent or otherwise abused, and shall be thoroughly emptied and then left at the proper point of collection. Any type receptacle found in a rack, cart or enclosure of any kind shall be returned upright, to such rack, cart or enclosure and lids shall be placed securely and properly on the top of said receptacles.

11.13 **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 Manager shall approve all permanent changes in routes or schedules that alter the day of pick up. Upon approval of the Manager, the Contractor shall publish the change in a newspaper of general circulation in Alachua County at least seven (7) days prior to the effective date of such route or schedule changes. The cost of publication shall be borne solely by the Contractor.

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 disposal site 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 County or City 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.

11.14 **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.

11.15 **Storm** - In case of a storm, the Manager may grant the Contractor reasonable variance from regular schedules and routes. As soon as practicable after such storm, the Contractor shall advise the Manager and the customer of the estimated time required before regular schedules and routes can be resumed. In the case of a storm 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 and Refuse resulting from the storm, 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 has first secured prior written authorization from the Manager. The total cost for such service shall be based on true costs jointly agreed to by the Manager and the Contractor. Documentation of true costs must meet the requirements of the Federal Emergency Management Agency (FEMA). With prior approval of the Manager, excess storm debris may be disposed of in an appropriate manner.

- 11.16 **Recycling of Yard Trash** - The Contractor shall be totally responsible for ensuring that the Yard Trash collected is reused in composting, mulch, fuel or other reuse operation. Any tipping or processing fee charged by the processor shall be the responsibility of the Contractor. To the extent possible based on availability of firms, and their capacity, local businesses operating in Gainesville or Alachua County shall receive the Yard Trash.

The Contractor shall submit proof of the ability to process and market the Yard Trash. This shall include: site location, ownership of facility, permits, written assurance that the site will be available for the full term of the Contract. In addition, the Contractor shall describe how the material will be marketed and list any markets currently used. All processing shall be in accordance with State and local laws, ordinances and regulations. Change(s) in site location, ownership of facility, permits, and marketing of materials may occur provided the Contractor has received prior approval from the Manager, such approval to be later evidenced by a written memorandum confirming the change(s).

- 11.17 **Holidays** - The City and County agree to exempt Residential Collection Service 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, 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.

- 11.18 **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 and disposal equipment. The equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times. All replacement and additional vehicles shall be new equipment unless otherwise agreed by the County and City. 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. A list of the Contractor's equipment shall be given to the County and City at the time of each annual audit.

Equipment is to be painted uniformly in colors selected exclusively for the Yard Trash program with the phrase "(City of Gainesville) Alachua County Recycling Program" and a business telephone number in letters not less than five (5) inches high on each side of the vehicle. The Contractor may also add his or her name and telephone number to the side of the vehicle. The number of the vehicle shall be on the sides and rear of each vehicle in letters not less than five (5) inches high, and a record shall be kept of the vehicle to which each number is assigned. No advertising shall be permitted on vehicles except for that promoting the Yard Trash program. The rear of the vehicle shall contain signs warning the public of frequent stops.

- 11.19 **Promotion of the Yard Trash Recycling Program** - 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.
- 11.20 The Contractor and the City and County may mutually agree to develop and implement pilot programs in selected service areas in order to test innovative and potentially more effective methods for the collection and disposal of Yard Trash.
- 11.21 **"Environmental Landscape Management" Program** - The Contractor shall assist the County and the City in the promotion of home composting and other methods of using Yard Trash on site, with the goal of eliminating the Yard Trash collection, except for Special Service, by September 30, 2004.
- 11.22 **Vacant Lots** - The Contractor shall collect Yard Trash from normal maintenance of vacant lots that are within the designated area 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 building purposes.

12

COMMUNITY BEAUTIFICATION PROJECTS

The Contractor shall provide for all services, containers and equipment required for disposal of yard trash at up to nine (9) designated County cleanups and up to nine (9) designated City cleanups, as deemed appropriate by the Manager, each 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 volume based program.

13

MUNICIPAL COLLECTION SERVICE - City only - to be rewritten by City

- 13.1 The Contractor shall provide Residential or Commercial Yard Trash Collection Service, as appropriate, to all property owned, leased, rented or controlled by the City of Gainesville, including, but not limited to those designated by the City Manager if acquired during the Contract term. These services shall be provided at no charge to the City.
 - 13.1.1 The Contractor shall empty all Refuse containers in any and all of the above mentioned properties at a frequency to be determined by the City 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 City 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.

- 13.2 **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.).

ARTICLE V QUALITY OF SERVICE

14 CONTRACTOR'S PERSONNEL

- 14.1 **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 if, in their judgement, 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. 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 two (2) route supervisors assigned to the City of Gainesville/Alachua County program. Said supervisors must be available for consultation with the 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, approved by the Managers. The method of communication must be available at any time that collection vehicles are on routes.
- 14.2 **Wage and Benefit History** - Contractors shall submit 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.
- 14.3 **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.
- 14.4 **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 with the bid 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.
- 14.5 **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.

- 14.6 **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.
- 14.7 **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.
- 14.8 **Conduct of Employees** - The Contractor shall see to it 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, nor crossing property of neighboring premises unless residents or owners of both such properties have given permission. Care shall be taken to prevent damage to property including cans, carts, racks, trees, shrubs, flowers and other plants.
- 14.9 **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.
- 14.10 Each vehicle operator shall at all times carry a valid driver's license for the type of vehicle that is being driven.
- 14.11 The Contractor shall provide operating training and safety training for all personnel.
- 14.12 The Contractor shall, wherever possible, employ its personnel from residents of Alachua County.

ARTICLE VI CHARGES, RATES, AND LEVEL OF SERVICE

15 PAYMENT AND BILLING

- 15.1 **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 Unit Price 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 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.

- 15.2 **Billing Procedures -- City** - The flow of information between the City and the Contractor shall be as stated in Exhibit C, entitled Billing Procedures Agreement, which is attached hereto and by reference becomes a part of this 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. **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 mandatory 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 the Contract between the Contractor and the City of Gainesville.
- 15.3 **Adjustment to Residential Unit Price** - There shall be no increase in the operational portion of the rates for the initial term of the Contract (October 1, 1999 through September 30, 2004.) 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.
- 15.4 **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 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.
- 15.5 **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.
- 15.6 **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.

- 15.7 **Pilot Programs** - The Contractor and the County and/or City, upon mutual Agreement, may develop and implement pilot programs 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 VII CONTRACT PERFORMANCE/PENALTIES/DEFAULT

16 CONTRACT PERFORMANCE

- 16.1 The Contractor's performance of this Contract shall be supervised by the Manager. If at any time during the life of the Contract, performance is not satisfactory, the Contractor, upon written notification by the Manager, shall increase the labor force, tools and equipment as needed to properly perform this Contract. The failure of the 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.
- 16.2 The Contractor shall furnish the Manager with every reasonable opportunity for ascertaining whether or not the Work is performed in accordance with the requirements of the Contract.
- 16.3 The Manager 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.
- 16.4 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.

17 COOPERATION/COORDINATION

- 17.1 The Manager 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 on or about August 15, 1999.
- 17.2 The 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 Manager of the remedial action to be taken.
- 17.3 The Contractor shall cooperate with the Manager in every reasonable way in order to facilitate the progress of the Work contemplated under this Contract. The Contractor shall at all times have a competent and reliable English-speaking representative on duty authorized to receive orders and to act for him or her in the case of his or her absence.

18 COMPLAINTS AND COMPLAINT RESOLUTION

- 18.1 **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, 8:00 a.m. to 5:00 p.m., Monday through Friday, and 8:00 a.m. to 12:00 noon on Saturday. In addition, a method shall be available for telephone communication between the Contractor and City and County Solid Waste staff for one (1) hour before and one hour (1) after normal business hours. The Contractor shall submit 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.

- 18.2 **Complaints** - In a format approved by the County and City, the Contractor shall prepare and maintain a log of all complaints, and indicate the disposition of each complaint. The log shall be available for County and City inspection during business hours. The form 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 next working day. A monthly listing of all the complaints filed and their disposition shall be mailed to the Manager by the 10th of the following month. Legitimacy of challenged complaints shall be determined on the basis of a joint inspection by the Manager and representative of the Contractor. Disputes shall be referred to the Manager and his or her decision shall be final.
- 18.3 **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.
- 18.4 **Notification to Customers** - The Contractor shall be responsible for advertising all route and collection information, including complaint procedures, rates, regulations, and the days of collection, in a newspaper of general circulation in Alachua County at least twice per year, on or about the 1st of March and the 1st of September of each year, the cost of which is to be borne solely by the Contractor.
- 18.5 **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 breach of Contract, the following amounts, for the following infractions:

Legitimate Complaints (1-4)	\$ 30.00 each complaint
Legitimate Complaints (5-9)	45.00 each complaint
Legitimate Complaints (10-14)	60.00 each complaint
Legitimate Complaints (15-19)	75.00 each complaint
Legitimate Complaints (20 or more)	90.00 each complaint
Using Improper Vehicles without City or County consent	100.00 each case
Spillage or leakage from vehicle not cleaned up within two (2) hours of incident	100.00 each case
Failure to maintain vehicles so that they do not spill or leak fluids	100.00 each case

Failure to clean vehicles or containers	100.00 each case
Loaded vehicles left standing on street unnecessarily	50.00 each case
Complaints requiring City or County action in collecting of Household Trash, Garbage or Recyclable Material	150.00 each complaint plus actual costs incurred by the City or County
Stopping subscription service for any reason without proof of written notification of intent to do so	25.00 each case
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
Failure to submit required records, including, but not limited to, bonds, insurance forms and annual audits	100.00 per month each case
Commingling of contracted and non-contracted waste	triple the tipping fee of the entire truckload
Commingling of Solid Waste and Recyclable Material	50.00 each case
Failure to tag improperly prepared material	30.00 each case
Removal of extra carts without proof of written notification of intent to do so	25.00 each case
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
Notification of City or County by Contractor that a complaint has been resolved, when that complaint has not been resolved	30.00 each case
Collections beginning earlier than 7:00 a.m. or later than 9:00 p.m. without prior approval of the Manager, as specified in subsections 6.10, 10.10 and 11.9	100.00 each case
Exceeding time limit for pick up of Household Furniture, White Goods or Remodeling or Home	

Repair Trash specified in subsections 6.15 and 6.16	40.00 each case
Exceeding time limit for replacement of lost stolen or damaged carts as specified in subsection 6.14	40.00 each case
Exceeding time limit for delivery of carts to new residences as specified in subsection 6.14	40.00 each case
Exceeding time limit for exchanging carts as specified in subsection 6.14	40.00 each case
Changing collection routes without notifying the Manager as specified in subsection 6.18, 10.14 and 11.13	50.00 each route
Not advertising route and collection information twice a year as specified in subsections 6.18, 10.14 and 11.13	25.00 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.

- 18.6 **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 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, the County and City will do so and all costs incurred by the County and 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 Manager determines that disputed Refuse did not conform to Contract specification, the Contractor shall be entitled to reimbursement for the amount deducted.

19

DEFAULT AND DISPUTE OF THE AGREEMENT

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

- 19.1 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,

- 19.2 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,
- 19.3 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,
- 19.4 The Contractor shall voluntarily abandon, desert, or discontinue its operation hereunder granted; or,
- 19.5 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,
- 19.6 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 Manager relative thereto. This shall be considered a material breach of this Agreement and the 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 Manager shall so notify the County and City Commissions and a public hearing shall be set for a date within fifteen (15) days of such notice. The 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 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.

- 19.7 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 Manager, who shall reduce the 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 Manager 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 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 therefor instituted by himself or herself or by the County and City.

20

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 VIII
GENERAL, FINANCIAL AND INSURANCE REQUIREMENTS**

21 PERMITS AND LICENSES

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.

22 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.

23 SUBCONTRACTORS

Subcontractors shall be allowed only with the prior written approval of the City and County Commissions or the Manager acting as their legal representative. The consent of the City and County Commissions or the 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.

24 BONDS AND SURETIES

24.1 **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 \$500,000, and will remain in force for the duration of this Contract. Premium for the bond described above shall be paid by the Contractor.

24.2 **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.

25 INSURANCE REQUIREMENTS

25.1 **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:

25.1.1 **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. 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.

25.1.2 **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.

25.1.3 **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.

25.1.4 **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.

25.1.5 **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.

26

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.

27

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.

28

SOVEREIGN IMMUNITY

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

29

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 shall be brought in the Circuit Court of Alachua County, Florida.

30 **PUBLIC ENTITY CRIMES FORM**

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.

31 **DRUG-FREE WORKPLACE**

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.

32 **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 or County. In the event of any assignment, the assignee shall assume the full liability of the Contractor.

33 **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.

34 **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. – to be considered for revision – NOTE: At this time, County Finance and Accounting does not see the need to change this language.] 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.

35 **NOTICES**

A letter addressed and sent by United States mail to either party at its business address shown herein shall be sufficient notice whenever required for any purpose under this Agreement.

36

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.

37

CONSTRUCTION

The parties recognize that although bid prices will be based upon the award utilizing the "assuming City and County jointly" bid form, 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.



City of Gainesville/Alachua County Residential Curbside Collection Program



City of Gainesville
Solid Waste Division
Post Office Box 490, Station 10
Gainesville, Florida 32602-0490
Telephone: (904) 334-2166

Alachua County
Office of Waste Collection
Post Office Box 1188
Gainesville, Florida 32602-1188
Telephone: (904) 338-3233

CERTIFIED MAIL

September 17, 1998

C.K. "Bubba" Bussard, Jr.,
District Manager
Boone Waste Industries, Inc.
5002 SW 41st Boulevard
Gainesville, FL 32608

Dear Mr. Bussard:

The City of Gainesville and Alachua County Commissions have authorized us to notify you of the intent to renew the contracts for solid waste, recycling and yard trash collections for an additional five years. As Boone Waste Industries, Inc., and Waste Management of Central Florida, Inc., are now one company, there will be one contract with the City and one contract with the County for solid waste, recycling and yard trash collections. The term of each contract will be October 1, 1999 through September 30, 2004.

The approved rate schedules, with fixed operational costs through the contract term, are attached.

Staff will be meeting with you in the near future to finalize contract language.

If you have any questions, please feel free to contact us.

Sincerely,

Handwritten signature of Richard D. Tarbox in black ink.

Richard D. Tarbox, County Manager
Alachua County

Handwritten signature of Wayne Bowers in black ink.

Wayne Bowers, City Manager
City of Gainesville

Enclosures

xc: Teresa Scott, P.E., Public Works Director, City of Gainesville
Edwin E. Culpepper, P.E., Public Works Director, Alachua County



Printed on Recycled Paper

An Equal Opportunity Employer M.F.V.H.

**Solid Waste, Recycling and Yard Trash Unit Prices
Alachua County Mandatory Curbside Collection Area
To Begin October 1, 1999
Start Time 7:00 a.m.**

Costs per household per month
County Curbside Area:

No operational increase for 5 years

	<u>Solid Waste -- Curbside</u>			
	18 gal.	35 gal.	64 gal.	96 gal.
Collection	<u>\$ 3.80</u>	<u>\$ 4.22</u>	<u>\$ 4.30</u>	<u>\$ 4.54</u>

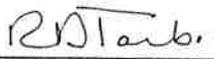
<u>Recycling</u>	
Collection	Processing
<u>\$ 1.91</u>	<u>\$ 0.00</u>

<u>Yard Trash -- 10 bag limit</u>	
Collection	Processing/Disposal
<u>\$ 1.96</u>	<u>\$ 0.60</u>

Additional Services

Backdoor Collection:		
Solid Waste	<u>\$ 8.00</u>	per household per month
Recycling	<u>\$ 5.58</u>	per household per month
Per Bag Collection	<u>\$ 0.52</u>	per household per month
Scheduled Bulk	<u>\$ 0.37</u>	per household per month
Cart Delivery	<u>\$ 5.00</u>	per Service Change Delivery
Special Services	<u>\$ 35.00</u>	for first 15 minutes
	<u>\$ 1.00</u>	per additional minute

APPROVED


Richard D. Tarbox, County Manager

9/24/98
Date

**Solid Waste, Recycling and Yard Trash Unit Prices
With Municipal Services at No Additional Cost
City of Gainesville
To Begin October 1, 1999
Start Time 7:00 a.m.**

Costs per household per month
City of Gainesville:

No operational increase for 5 years

	<u>Solid Waste -- Curbside</u>			
	18 gal.	35 gal.	64 gal.	96 gal.
Collection	<u>\$ 3.80</u>	<u>\$ 4.22</u>	<u>\$ 4.30</u>	<u>\$ 4.54</u>

<u>Recycling</u>	
Collection	Processing
<u>\$ 1.91</u>	<u>\$ 0.00</u>

<u>Yard Trash -- unlimited</u>	
Collection	Processing/Disposal
<u>\$ 2.33</u>	<u>\$ 0.73</u>

Additional Services

Backdoor Collection:		
Solid Waste	<u>\$ 8.00</u>	per household per month
Recycling	<u>\$ 5.58</u>	per household per month
Per Bag Collection	<u>\$ 0.52</u>	per household per month
Portable bulk *	<u>\$ 0.37</u>	per household per month
Cart Delivery	<u>\$ 5.00</u>	per Service Change Delivery
Special Services	<u>\$ 35.00</u>	for first 15 minutes
	<u>\$ 1.00</u>	per additional minute

APPROVED


Wayne Bowers, City Manager

9-24-98

Date

DRAFT

Waste Management's Action Plan, Policies and Procedures for Proper Handling of Residential Solid Waste and Recycling Customer Issues for Alachua County and the City of Gainesville

Purpose: The following documented action plan, policies and procedures have been developed to sustain high levels of customer service and communication to the residents and Contract Administrators of Alachua County and the City of Gainesville.

The "Lawn Stake" tagging system will be utilized for enhanced communication to residents by providing the following information:

- * Notifying resident of a late set out
- * Notifying resident of loose debris, not bagged, boxed, or containerized.
- * Notifying resident of mixed garbage and yard waste
- * Notifying resident of materials > 6 feet from curb
- * Notifying resident of proper yard waste preparation specifications
- * Notifying resident of items that can not be collected, items improperly prepared, or items to be collected that require a special collection vehicle (ie.tires and appliances, large bulk and yard waste accumulations)
- * Notifying resident of improper materials set out for recycling collection.
- * Notifying resident that a cart repair or swap was attempted
- * Notifying resident of any other collection or communication problem or concern

Customer Service Resolution System for Service

Issues received from City/County Residents in the AM

Customer service issues faxed or phoned to Waste Management before 12:00 noon will be addressed in the following manner:

1. Each issue will be entered into WMI Customer Information Management System (CIMS) under the "Customer Notes Field" A hard copy of the note will be immediately dispatched to an Operations Supervisor for field investigation and resolution.

2. The Operations Supervisor will investigate and resolve the service issue by the end of that collection day. Missed pickups caused by WMI will be collected by the end of that collection day.
3. After field visit, if necessary, and resolution, the Operations Supervisor will return the CIMS Customer Note to the WMI office. The Operations Clerk will enter resolution/action into CIMS Customer Notes.
4. Operations Clerk will contact customer by phone for confirmation of resolution. Upon confirmation from the customer that the issue has been resolved, the Operations Clerk will close out the Customer Note. Any unresolved customer issues will be handled immediately by the Site Manager.

Customer Service Resolution System for Service

Issues received from City/County Residents in the PM

Customer service issues faxed or phoned in after 12:00 noon will be addressed in the following manner:

1. Each issue will be entered into WMI Customer Information Management System (CIMS) under the "Customer Notes Field" A hard copy of the note will be immediately dispatched to an Operations Supervisor for field investigation and resolution.
2. The Operations Supervisor will investigate and resolve the service issue by 12:00 noon of the next collection day. Missed pickups caused by WMI will be collected by 12:00 noon of the next collection day.
3. After field visit, if necessary, and resolution, the Operations Supervisor will return the CIMS Customer Note to the WMI office. The Operations Clerk will enter resolution/action into CIMS Customer Notes. Operations Clerk will contact customer by phone for confirmation of resolution. Upon confirmation from the customer that the issue has been resolved, the Operations Clerk will close out the Customer Note. Any unresolved customer issues will be handled and resolved immediately by the Site Manager.

Other Service Enhancement Notations

Any communication from Contract Administrator's office to WMI labeled as "high priority" will be investigated within two hours, and a status report will be called in, or faxed into the Contract Administrator within three hours of the notification.

Any extraordinarily difficult problem with providing service to a particular resident, will be reported to the Contract Administrator immediately by fax or phone.

Any commitment of service by WMI to a resident that can not be fulfilled as promised, will require personal or phone contact with the resident and the Contract Administrator, to explain the failure to complete the obligation, and to reschedule the commitment of service.

Any "miss pick-ups" recoveries that are not at curbside when recovery is attempted, will result in customer contact in person or telephone call "follow-up".

The Site Manager will personally contact Contract Administrator once daily for issues.

All "DriverTagged" issues and other significant service issues or delays will be reported to the City by FAX or phone.

All cart swaps, repairs and deliveries will be completed within one week of notification.

County and City personnel will be given NEXTEL radios for instant communication to Supervisors, dispatch, Customer Service Center, and managers.

