


# Memo



**Date:** September 17, 2013  
**To:** City Commission   
**Via:** Russ Blackburn, City Manager  
**From:** Teresa Scott, Public Works Director  
**Subject:** Revisions to Solid Waste Contract Renewal

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The City, County and WCA agreed to make the following revisions to the Solid Waste Contract Renewal primarily for clarification, and to prevent any ambiguity about the intent of these clauses.

Section 1.3.19.3 – Remove the words “and/or commercial”, to indicate that the \$8,000 per year of public education signage is intended to only appear on residential collection vehicles.

Section 1.3.19.4 – Change the time frame to 16 months for replacing only the Recycling collection vehicles with CNG fueled vehicles from the time WCA is notified by the City and County that they have decided what level and type of recycling service they will require. (The time frame for changing all the other collection vehicles to CNG remains 5 months from execution of the renewal contract.

Section 1.8.6.1 – Delete the reiteration of the requirement for \$8,000 per year of public education signage from the section on “Promotion of Recycling Program” since it already appears in section 1.3.19.3.

Section 1.9.3.1 – Delete the reiteration of the requirement for \$8,000 per year of public education signage from the section on “Promotion of Yard Trash Recycling Program” since it already appears in section 1.3.19.3.

**SOLID WASTE, RECYCLABLE MATERIALS AND YARD TRASH  
COLLECTION RENEWAL AGREEMENT BETWEEN CITY OF  
GAINESVILLE AND WCA OF FLORIDA, LLC**

This Renewal Agreement ("Agreement") made and entered into this \_\_\_ day of \_\_\_\_\_ 2013 between the CITY OF GAINESVILLE, Florida, a municipal corporation (hereinafter "CITY"), and WCA OF FLORIDA LLC, a Florida limited liability company (hereinafter "CONTRACTOR").

**WHEREAS**, on October 1, 2009, the CONTRACTOR began providing Solid Waste, Recyclable Materials and Yard Trash Collection Services in the city under a seven (7) year agreement with the CITY; and

**WHEREAS**, by the terms of the Agreement the CITY has the option to renew the Agreement for two (2) additional five (5) year periods; and

**WHEREAS**, the CITY has chosen to renew this Agreement for one (1) additional five (5) year period, effective immediately and terminating five (5) years following the original termination date; and

**WHEREAS**, the CITY desires to continue to employ the CONTRACTOR to provide Solid Waste, Recyclable Materials and Yard Trash Collection Services; and

**WHEREAS**, CONTRACTOR is willing and capable of performing such services.

NOW, THEREFORE, CITY and CONTRACTOR hereby agree as follows:

**I. TERM**

This renewed Agreement is effective from the date of its execution until September 30, 2021 (five (5) years following the original termination date of the Agreement). The CITY has the option of renewing this Agreement for one (1) additional five (5) year period. Negotiations for the one (1) additional five (5) year period shall commence at least fifteen (15) months before the expiration date of the first renewal term and shall be concluded at least twelve (12) months before the expiration of the renewal term. The obligations of the CITY as to any funding required pursuant to this Agreement shall be limited by an obligation in any given year to budget and appropriate from legally available funds, after monies for essential CITY services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the CITY shall not be prohibited from pledging any legally available ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the CITY pursuant to this Agreement.

**II. DUTIES OF CONTRACTOR**

The CONTRACTOR shall have and perform the duties, obligations and responsibilities to the CITY as specified in the "General and Technical Specifications for Solid Waste, Recyclable Materials and Yard Trash Collections within the City of Gainesville and Alachua County" (Attachment A). In addition, CONTRACTOR agrees to:

- convert its residential solid waste collection vehicles from diesel to compressed natural gas;
- develop a fast fill compressed natural gas station for public use by December 31, 2014;
- purchase all its natural gas from Gainesville Regional Utilities;
- eliminate the diesel fuel surcharge through the end of the existing contract term and through the length of the renewal term;
- to establish a flat rate of \$0.10 per household per month to cover the cost of compressed natural gas;

- to reduce the current scheduled and future contract rate increases in FY '15 and FY'19 from 8% to 6%.

## II. DUTIES OF CITY

The CITY shall have and perform the duties, obligations and responsibilities to the CITY as specified in the "General and Technical Specifications for Solid Waste, Recyclable Materials and Yard Trash Collections within the City of Gainesville and Alachua County" (Attachment A).

## III. ASSIGNMENT

The Agreement may not be assigned by the CONTRACTOR, in whole or in part, without the prior written consent of the CITY. Such consent may be granted or denied in the sole discretion of the CITY. In the event of any approved assignment or sublet, the assignee shall assume, in writing, all rights, obligations and liabilities of the contractor as set forth in this Agreement. In the event the CITY approves any assignment or sublet, the CONTRACTOR shall pay the CITY \$250,000 at the time of any such assignment or sublet.

## IV. COMPENSATION/PAYMENT

CONTRACTOR shall be compensated in accordance with the Negotiated 4 Day Collection Schedule attached hereto as Attachment "B" and made a part hereof.

Invoicing - The contractor shall be responsible for invoicing the CITY for payment as described below.

Payment - Payment will be due to the CONTRACTOR thirty (30) days after receipt of the invoice, provided that CONTRACTOR shall not submit more than one invoice per thirty-day period. Payment may be withheld by the CITY due to failure by the CONTRACTOR to comply with these Specifications or because unacceptable equipment or materials were delivered as determined by the CITY's inspection or failure by the CONTRACTOR to comply with the "Prompt Payment: Late Payments by Contractors to Subcontractors and Material Suppliers; penalty:" clause. The CITY shall notify the CONTRACTOR of any unsatisfactory performance as soon as practicable so that it can be corrected without delaying payment if possible.

CONTRACTOR payment by CITY issued procurement card (currently VISA) is preferred. Otherwise, CONTRACTOR will be paid electronically as an electronic funds transfer (EFT).

Prompt Payment Assurance: Late Payments by Contractors to Subcontractors and Material Suppliers; penalty: When a CONTRACTOR receives from the City of Gainesville any payment for contractual services, commodities, materials, supplies, or construction contracts, the CONTRACTOR shall pay such moneys received to each subcontractor and Material Supplier in proportion to the percentage of Work Completed by each Subcontractor and Material Supplier at the time of receipt. If the CONTRACTOR receives less than full payment, then the CONTRACTOR shall be required to disburse only the funds received on a pro rata basis with the Contractors, Subcontractors, and Material Suppliers, each receiving a prorated portion based on the amount due on the payment. If the CONTRACTOR without reasonable cause fails to make payments required by the section to Subcontractors and Material Suppliers within 10 days after the receipt by the CONTRACTOR of full or partial payment, the CONTRACTOR shall pay to the Subcontractors and Material Suppliers a penalty in the amount of 1 percent of the amount due, per month, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payment owed. Retainage is also subject to this prompt payment requirement and must be returned to the Subcontractor or Material Supplier whose Work has been completed, even if the prime contract has not been completed. The CONTRACTOR shall include the above obligation in each subcontract it signs

with a Subcontractor or Material Supplier.

Records of progress payment made by prime contractors to Subcontractors or Material Suppliers are required at least on a monthly basis. However, information can be submitted more frequently than monthly.

#### **V. DEFAULT AND TERMINATION**

Default and termination shall be handled as specified in the original Request for Proposals and Addenda thereto.

#### **VI. INSURANCE AND BONDS**

The provisions of insurance and a performance bond shall be as specified in the original Request for Proposals and Addenda thereto.

#### **VII. INDEPENDENT CONTRACTOR**

CONTRACTOR shall be considered an independent contractor and as such shall not be entitled to any right or benefit to which CITY employees are or may be entitled to by reason of employment. CONTRACTOR shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the CONTRACTOR in the full performance of this Agreement.

#### **VIII. INDEMNIFICATION**

CONTRACTOR agrees to indemnify and hold harmless the CITY, its officers, agents, or employees from suits, actions, damages, liability and expense, including attorney's fees and costs, in conjunction with loss of life, bodily or personal injury or property damage arising from or occasioned by any act of negligence or intentional wrongdoing on the part of the CONTRACTOR.

#### **IX. SOVEREIGN IMMUNITY**

Nothing in this Agreement shall be interpreted as a waiver of the CITY'S sovereign immunity as granted under Section 768.28, Florida Statutes.

#### **X. TIMELINESS**

The CITY and CONTRACTOR further agree time is of the essence and that work under this Agreement is required to be performed in an expeditious manner and with care reasonably expected of a consultant performing these duties.

#### **XI. VALIDITY**

If any provision of this Agreement is contrary to, prohibited by, or deemed invalid by applicable law, rules or regulations of any jurisdiction in which it is sought to be enforced, then such provision shall be deemed inapplicable and omitted, and shall not invalidate the remaining provisions of this Agreement.

#### **XII. CONTACT PERSONS**

The parties hereto designate the following persons to be contacted regarding the performance of this Agreement:

CITY: Teresa Scott  
Public Works Director  
City of Gainesville  
P.O. Box 490  
Gainesville, FL 32627

CONTRACTOR: Bob Shires  
Regional Vice President  
WCA of Florida, LLC  
5002 SW 41<sup>st</sup> Blvd.  
Gainesville, FL 32608

**XIII. ENTIRE AGREEMENT**

The original Contract Documents and this first amendment and attachments thereto, constitute the entire agreement between the CITY and CONTRACTOR. Any modifications, amendments or alterations shall be in writing and executed by both parties prior to becoming effective.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

CITY OF GAINESVILLE

WCA OF FLORIDA, LLC

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Title:

WITNESS:

WITNESS:

\_\_\_\_\_  
Printed name:

\_\_\_\_\_  
Printed name:

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
Nicolle M. Shalley, City Attorney  
City of Gainesville, Florida

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

Prepared by: ALACHUA COUNTY AND CITY OF GAINESVILLE  
5620 NW 120<sup>th</sup> Lane  
Gainesville, FL 32653  
(352) 338-3233

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Attachment 1.....

DESCRIPTION OF THE UNIVERSAL CURBSIDE COLLECTION AREA OF UNINCORPORATED ALACHUA COUNTY.....

Attachment 2.....

DESCRIPTION OF THE SUBSCRIPTION COLLECTION AREA OF UNINCORPORATED ALACHUA COUNTY.....

1.0 **SCOPE OF SERVICES**

1.1 **Liaison Between City/County and Contractor**

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

1.2 **Definition of Terms**

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

1.2.2 **“Back Door Service”** means any physical location for the placement of Solid Waste or Recyclable Materials on the customer's property intended for Residential Collection Service and disposal that is not "Curbside/Roadside."

1.2.3 **“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.

1.2.4 **“Biological Waste”** means Solid Waste that causes or has the capability of causing disease or infection and includes, but is not limited to, Biomedical Waste, diseased or dead animals, except as described herein, and other wastes capable of transmitting pathogens to humans or animals. The term does not include human remains that are disposed of by persons licensed under Chapter 470, *Florida Statutes*.

1.2.5 **“Board”** means the Board of County Commissioners of Alachua County, Florida.

1.2.6 **“Bulk Items”** means those items that may require special handling and management, including, but not limited to: Household Furniture, White Goods and materials not exceeding two cubic yards of Interior Remodeling and Home Repairs Trash. 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 Exempt Waste.

1.2.7 **“City”** means the City of Gainesville, Florida, a municipal corporation, or the area within the municipal corporate limits of the City, as same may change from time to time.

1.2.8 **“City Manager”** means the City Manager of Gainesville, Florida, or the designee of such person.

1.2.9 **“Commercial Property”** means all improved property other than Residential Property.

1.2.10 **“Commercially-generated Waste”** means Rubbish, Yard Trash or Bulk Items, or any combination thereof, generated by builders, building contractors, nurseries, privately-employed tree trimmers, tree surgeons and landscape services, (other than regular yard maintenance), which shall not be collected as Residential Solid Waste.

1.2.11 **“Construction and Demolition Debris”** means discarded materials generally considered to be not water-soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a



- structure, and including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site. Mixing of Construction and Demolition Debris with other types of solid waste will cause it to be classified as other than Construction and Demolition Debris. The term Construction and Demolition Debris shall also include:
- 1.2.11.1 Clean cardboard, paper, plastic, wood, and metal scraps from a construction project;
  - 1.2.11.2 Except as provided in Section 403.707(12)(j), *Florida Statutes*, unpainted, nontreated wood scraps from facilities manufacturing materials used for construction of structures or their components and unpainted, nontreated wood pallets provided the wood scraps and pallets are separated from other solid waste where generated and the generator of such wood scraps or pallets implements reasonable practices of the generating industry to minimize the commingling of wood scraps or pallets with other solid waste; and
  - 1.2.11.3 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.
- 1.2.12 **“Container”** means and includes any light gauge steel, plastic, or galvanized receptacle, closed at one end and open at the other, having two (2) handles upon the sides of the can or bail by which it may be lifted and shall have a tight-fitting top, or any other metal or plastic container of approximately 35 gallons capacity which has handles or bails for lifting.
  - 1.2.13 **“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.
  - 1.2.14 **“County”** means the Board of County Commissioners of Alachua County, Florida or an Authorized Representative.
  - 1.2.15 **“County Manager”** means the County Manager of Alachua County, Florida, or the designee of such person.
  - 1.2.16 **“Curbside/Roadside”** means four (4) feet from the edge of the traveled road or an alternative designated physical location for the placement of Solid Waste, Recyclable Materials and Yard Trash accumulations intended for Residential Collection Service. This designated location shall be as near as possible to the traveled streets or alley. The intention of a Curbside/Roadside designation is to allow collection by the Contractor's personnel in a rapid manner with minimal walking or reaching. In all cases, the appropriate Manager or designee shall have the authority to approve or specify the precise location for such Curbside/Roadside placement.
  - 1.2.17 **“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.
  - 1.2.18 **“E-Waste”** means discarded home electronic devices containing both valuable as well as harmful materials which require special handling and recycling methods, and can be feasibly recycled as part of the residential solid waste program.
  - 1.2.19 **“Exempt Waste”** means, singularly or in combination, Infectious Waste, 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 that exceeds the dimensions described in the Scope of Services, and residential or commercial solid waste for which there is no legally permitted disposal, processing, transfer or storage facility within Alachua County.
  - 1.2.20 **“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.

- 1.2.21 **“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*.
- 1.2.22 **“Household Furniture”** means all movable articles or apparatus for equipping a residence, including, but not limited to, chairs, tables, sofas and mattresses.
- 1.2.23 **“Household Trash”** means accumulations of paper, magazines, packaging, containers, sweepings, and all other accumulations of a nature other than Garbage or Yard Waste, which are usual to housekeeping and to the operation of stores, offices and other places of business.
- 1.2.24 **“Improper Vehicle”** means any vehicle which is in violation of any provision of this Contract.
- 1.2.25 **“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.
- 1.2.26 **“Institutional Property”** means a dwelling unit owned by any state, county or municipal housing authority, or the federal government or an agency thereof, which is exempt from the payment of ad valorem taxes.
- 1.2.27 **“Interior Remodeling and Home Repairs Trash”** means materials, including, but not limited to, lumber, drywall, plumbing fixtures, carpet or other flooring materials accumulated by the resident during the course of a self-performed interior improvement project.
- 1.2.28 **“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.
- 1.2.29 **“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.
- 1.2.30 **“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.
- 1.2.31 **“Municipal Property”** means all property owned, leased, rented or controlled by the City of Gainesville.
- 1.2.32 **“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.
- 1.2.33 **“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.
- 1.2.34 **“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.

- 1.2.35 **“Recyclable Materials”** means those materials which are capable of being recycled and which would otherwise be processed or disposed of as Solid Waste.
- 1.2.36 **“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.
- 1.2.37 **“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.
- 1.2.38 **“Residential Collection Service”** means the collection and transportation of Recyclable Materials, Yard Trash, and other Solid Waste from residential property by the Contractor to a Solid Waste Management Facility.
- 1.2.39 **“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.
- 1.2.40 **“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.
- 1.2.41 **“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 Commercially-generated Waste or Exempt Waste.
- 1.2.42 **“Rubbish”** means waste material other than Garbage, usually attendant to domestic households or housekeeping, and attendant to the operation of stores, offices and other places of business. Rubbish shall include, but is not limited to, paper, magazines, packaging, receptacles, textile materials, excelsior, bottles, cans and ceramic materials.
- 1.2.43 **“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.
- 1.2.44 **“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.
- 1.2.45 **“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 are not Solid Waste.
- 1.2.46 **“Special Service”** means any collection or disposal service provided which exceeds the specifications of this Contract and for which a special charge is applied.

- 1.2.47 **“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.
- 1.2.48 **“Specifications”** means directions, provisions and requirements contained in these General and Technical Specifications for “Solid Waste, Recyclable Materials and Yard Trash Collections within the City of Gainesville and County of Alachua” and Bonds (if any), together with any written Contract made or to be made setting out or relating to the methods and manner for the Work to be carried out.
- 1.2.49 **“Standard Cart”** means a two-wheeled container with attached lid and handle, available in twenty (20), thirty-five (35), sixty-four (64) and ninety-six (96) gallon or approximate sizes, designed to be dumped mechanically into a hopper.
- 1.2.50 **“Subcontractor”** means any person, firm or corporation other than the Contractor supplying labor or materials for Work being performed under these Specifications.
- 1.2.51 **“Universal Collection Area”** means the portion of the unincorporated area of the County designated as such by the County to be provided curbside Solid Waste, Recyclable Materials and Yard Trash collection services. This area is described hereto in Attachment 1.
- 1.2.52 **“Vegetative Matter”** means any plant material.
- 1.2.53 **“White Goods”** means and includes inoperative and discarded refrigerators, ranges, water heaters, freezers, room air conditioners, and other similar domestic and commercial large appliances.
- 1.2.54 **“Work”** means any work, services, materials, parts or equipment furnished under or made a part of the Contract.
- 1.2.55 **“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.

### 1.3 **Services to be Performed by Contractor – General:**

#### 1.3.1 **Description of the work**

- 1.3.1.1 The Contractor shall provide Residential Solid Waste, Recyclable Materials and Yard Trash collection services within the City and the Universal Collection Area of the County. The Universal Area of the County is described hereto in Attachment 1 and incorporated herein by reference as if set out in full. The Contractor shall not be responsible for the billing and collection of Solid Waste fees from residential customers in the City or the Universal Collection Area of the County. In the non-universal, unincorporated area of the County, as described hereto in Attachment 2 and incorporated herein by reference as if set out in full, the Contractor shall have the exclusive right to provide residential subscription service. The Contractor shall be responsible for the billing and collection of Solid Waste, Recyclable Material and Yard Trash fees from residential subscription customers in the non-universal area.
- 1.3.1.2 It is the responsibility of the Contractor to become familiar with and to determine the nature and conditions affecting the collection and disposal of Solid Waste, Recyclable Materials and Yard Trash in the City and Alachua County.
- 1.3.1.3 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.

1.3.2 **Protection of Adjacent Property and Utilities**

1.3.2.1 The Contractor shall conduct his or her Work in such a manner as to avoid damage to adjacent private or public property and shall immediately repair or pay for any damage incurred through its operations. The Contractor shall be cognizant of all existing utilities and it shall operate with due care in the vicinity of such utilities and shall immediately repair or have repaired at no additional cost to the owner or the City or the County any breakage or damage caused by the Contractor's operation. In the event of any damage caused by the Contractor, the Contractor shall promptly notify the appropriate utility(s) and provide the location of such damage.

1.3.2.2 The Contractor will respond, within twenty-four (24) hours, to any customer who reports property damage alleged to be caused by the Contractor. All damaged mailboxes shall be repaired or replaced within twenty-four (24) hours of notification. The Contractor shall notify the City or County of each property damage complaint, its status and resolution in a timely manner.

1.3.3 **Spillage**

1.3.3.1 The Contractor shall not litter or cause any spillage or leakage, including hydraulic oil and leachate, to occur upon the premises or the rights-of-way wherein the collection shall occur. The Contractor may refuse to collect any Solid Waste or Recyclable Materials that has not been placed in a receptacle, or Yard Trash that has not been prepared as provided herein. All Solid Waste, Recyclable Materials and Yard Trash collected shall be contained, tied, or enclosed so that leaking, spilling, and blowing are prevented. In the event of any spillage or leakage caused by the Contractor, the Contractor shall immediately notify the County or City of the type and location of the event and shall promptly clean up all spillage or leakage.

1.3.4 **Designated Facility**

1.3.4.1 All Solid Waste, Recyclable Materials and Yard Trash shall be hauled to the Designated Facility or Facilities as directed in writing by the appropriate Manager. It is the intent of the Entities to locate such facilities within Alachua County whenever possible.

1.3.5 **Ownership of Materials**

1.3.5.1 All Solid Waste, Recyclable Materials and Yard Trash collected shall remain the property of the County or City. Unless otherwise specified herein, the County or City will be responsible for the processing, disposal and marketing of materials collected in accordance with these Specifications.

1.3.6 **Frequency of Collection**

1.3.6.1 The Contractor shall collect Solid Waste, Recyclable Materials and Yard Trash from places of residence within the Contract collection and subscription areas one (1) time per week. Within the Contract collection areas, Solid Waste, Recyclable Materials and Yard Trash collections shall be provided on the same day for each residence.

1.3.7 **Days of Collection**

1.3.7.1 All collection services shall be provided on a Monday through Thursday four day work week. For the week in which the holiday occurs during a scheduled service day, collection shall be one day following the normally scheduled collection day for all days of that week, beginning with the holiday and finishing on Friday of that week.

1.3.7.2 **For the County ONLY**

Only Within the Subscription Area, collection services may be provided on a Monday through Friday workweek. For the week in which a holiday occurs during a scheduled service day, collection shall be one day following the normally scheduled collection day for all days of that week, beginning with the holiday and finishing on Saturday of that week.

1.3.8 **Route Maximization**

1.3.8.1 City and County collection routes may be blended if the Contractor can demonstrate that this will increase efficiency and cost effectiveness, which will reduce per household collection rates for the County and City. The Contractor shall provide a reliable method for calculating the amount of Solid Waste, Recyclable Materials and Yard Trash collected in the City and County respectively on all overlapping routes.

1.3.8.2 The Contractor shall provide an annual route audit of all blended routes at a time specified by the City and County. For a period of no less than one full work week each year, the Contractor will provide separate collection of all Solid Waste, Recyclable Materials and Yard Waste. The Contractor will also provide an accurate house count for all services and cart sizes for solid waste collections as part of the audit.

1.3.9 **Hours of Collection**

1.3.9.1 Collection shall begin no earlier than, and shall cease no later than, the start and finish times stipulated by County and City Ordinances respectively. In the event of an emergency, collection may be permitted at times not allowed by this paragraph, provided the Contractor has received prior verbal approval from the appropriate Manager, to be later evidenced by a written memorandum confirming the approval. Should the Contractor not confirm and obtain in writing the approval to operate on an emergency basis, it shall be conclusively presumed that the Contractor had not obtained such approval. No collection shall occur on Sundays or on holidays as designated herein, except in a time of emergency.

1.3.10 **Point of Pickup**

1.3.10.1 Collections of Residential Solid Waste, Recyclable Materials and Yard Trash shall be at Curbside/Roadside or other such locations as will provide ready accessibility to the Contractor's collection crew and vehicle. Standard Carts must be placed at least four (4) feet away from the recycling containers and from Yard Trash. All Solid Waste, Recyclable Materials and Yard Trash must be placed at least four (4) feet away from mailboxes and other obstacles. Where the resident of a dwelling unit is disabled due to age or infirmity, or the structures are located in such a manner as to limit access by the crew or vehicle, an alternative location may be arranged with the Contractor at no additional charge. In the event an appropriate location cannot be agreed upon, the appropriate Manager shall designate the location. The Contractor may provide additional services such as Back Door Service for an additional fee. **City:** Such additional fee shall be charged directly to the City. **County:** Such additional fee shall be charged directly to the resident.

1.3.11 **Vacant Lots**

1.3.11.1 The Contractor shall collect Yard Trash and Bulk Items from normal maintenance of vacant lots that are within the city limits of Gainesville in the same manner as the collection from residences. It will not be the responsibility of the Contractor to remove Yard Trash resulting from clearing property for construction purposes.

1.3.12 **White Goods**

1.3.12.1 All White Goods collected are to be recycled. Collection of any chlorofluorocarbons shall be in accordance with State and local laws, ordinances and regulations.

1.3.13 **E-Waste**

1.3.13.1 Items designated as E-Waste by the City or County respectively are to be recycled unless the City or County determines that recycling them is not feasible.

1.3.14 **Method of Collection**

1.3.14.1 The Contractor shall make collections with a minimum of noise and disturbance to the householder. The Contractor shall pick up any Solid Waste, Recyclable Materials or Yard Trash spilled by the Contractor immediately. All containers shall be handled carefully by the Contractor, shall not be bent, thrown or otherwise abused, and shall be

thoroughly emptied and then left at the proper point of collection. The Contractor shall be responsible for the timely repair or replacement of containers in the event of damage by the Contractor.

**1.3.15 Schedules and Routes**

1.3.15.1 The Contractor shall provide the County and City with schedules for all collection routes and keep such information current at all times. This information shall include route maps that identify each route by number and designate both the beginning and ending points of each route. If any change in the collection routes occurs, then the County and City shall be immediately notified in writing. The appropriate Manager shall approve all permanent changes in routes or schedules that alter the day of pick up. Upon approval of the appropriate Manager, the Contractor shall publish the change in a newspaper of general circulation in Alachua County at least fourteen (14) calendar days prior to the effective date of such route or schedule changes. The cost of publication shall be borne solely by the Contractor.

1.3.15.2 NOTE: The Contractor's attention is directed to the fact that at times during the year, the quantity of Solid Waste 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.

**1.3.16 Street Closures**

1.3.16.1 The County and City reserve the right to deny Contractor's vehicles access to certain streets, alleys and public ways inside the County or City in route to the Designated Facility where it is in the interest of the general public to do so because of the condition of the streets or bridges. The Contractor shall not interrupt the regular schedule or quality of service because of street closure less than eight (8) hours in duration. The City or County shall notify the Contractor of street closures of longer duration and arrangements for service will be made in a manner satisfactory to Contractor and County or City. Customers under this Contract shall receive reasonable notification of the schedules provided by the Contractor prior to commencement of service.

**1.3.17 Disaster**

1.3.17.1 In case of a disaster, the appropriate Manager may grant the Contractor reasonable variance from regular schedules and routes. As soon as practicable after such disaster, the Contractor shall advise the appropriate Manager and the customers of the estimated time required before regular schedules and routes can be resumed. In the case of a disaster where it is necessary for the Contractor and the County or City to acquire additional equipment and to hire extra crews to clean the County or City of debris resulting from the disaster, the Contractor shall be required to work with the County or City in all possible ways for the efficient and rapid cleanup of the County or City. The Contractor shall receive extra compensation above the Contract Agreement for additional labor, overtime, and cost of rental equipment, provided he or she has first secured prior written authorization from the appropriate Manager. The total cost for such service shall be based on true costs jointly agreed to by the appropriate Manager and the Contractor. Documentation of true costs must meet the requirements of the Federal Emergency Management Agency (FEMA).

**1.3.18 Holidays**

1.3.18.1 The City and County agree to exempt Residential Solid Waste, Recyclable Materials and Yard Trash collections from the Monday through Thursday Days of Collection on those holidays designated by the Manager, including, but not limited to, New Year's Day, Martin Luther King, Jr. Day, Memorial Day, the Fourth of July, Thanksgiving Day and Christmas Day. For the week in which the holiday occurs, collection shall be one day following the normally scheduled collection day for all days of that week, beginning with the holiday.

**1.3.19 Equipment**

1.3.19.1 The Contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor to adequately and efficiently perform its contractual duties. All collection vehicles shall carry spill kits at all times that are adequate for containing and cleaning up oil and hydraulic leaks and spills. Equipment shall be obtained from nationally known and recognized manufacturers of collection equipment. As of October 1 of each year of the contract, the average age of the primary residential collection equipment used in the performance of this contract shall be no more than eight (8) years with a maximum age of ten (10) years. All replacement and added primary residential collection vehicles shall be new equipment unless otherwise agreed in writing by the County and City. For Solid Waste and Yard Trash collection service, equipment shall be of the enclosed loader packer type. All equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times. The Contractor shall have available reserve equipment, which can be put into service within two (2) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties and shall be no older than ten (10) years. A list of the Contractor's equipment shall be given to the City and County at the time of each annual audit.

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

1.3.19.3 Primary and reserve equipment is to be painted uniformly with the name of the Contractor, business telephone number and the number of the vehicle in letters and numbers not less than six (6) inches high on each side of the vehicle. The number of the vehicle shall be placed on the center or left side of the front bumper, the center or left side of the rear tailgate and on the front half of both sides of the vehicle in an area that will remain visible at all times. The Managers must approve the placement and location. A record shall be kept of the vehicle to which each number is assigned. The Contractor shall pay up to \$8,000 annually for materials and installation of public education signage, approved by the City and County, for residential collection vehicles. The City and County may change the signage up to two (2) times each year. No advertising shall be permitted on vehicles, except for the advertising of events as approved in writing by the County or City.

1.3.19.4 The Contractor shall convert its residential collection vehicles operating within the County and the City to vehicles which operate on compressed natural gas within five (5) months of the execution of this Contract, with the exception of support vehicles, smaller pup trucks, and vehicles used exclusively for collection of Recyclable Materials. Conversion of support vehicles and pup trucks will occur at such time as chassis become available that support compressed natural gas. Recycled Materials collection vehicles will be replaced with compressed natural gas vehicles within sixteen (16) months of the City and County providing written notification to the Contractor of their final determination as to what type of vehicles are desired for the collection of Recyclable Materials. The Contractor shall provide documentation of the conversion to the County and the City within two (2) weeks of the conversion. If the Contractor fails to convert all or some of its residential Solid Waste and Yard Trash collection vehicles to vehicles which operate on compressed natural gas within five (5) months of the execution of this Agreement, the City or the County may withhold liquidated damages in accordance with this technical specification (Using Improper Vehicles without City or County consent).

**1.3.20 For the County ONLY**

1.3.20.1 Within the Subscription Area and within certain subdivisions, the Contractor shall make available, for Solid Waste and Recyclable Materials collection, equipment of a smaller



size in order to provide service to areas without roadways adequate for the larger collection equipment. Such equipment commonly referred to as ‘pup trucks’, generally have a single rear axle and less than eighteen (18) cubic yard capacity.

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

1.3.20.3 The Contractor may request to utilize a split body design collection vehicle for collection of Solid Waste and Recyclable Materials in the Subscription Area that requires the use of pup trucks for collection. Such authorization to use a single split body vehicle for collection of Solid Waste and Recyclable Materials shall require written approval by the County for each specific route or collection area. The County may immediately revoke this authorization if the Contractor mixes Recyclable Materials with Solid Waste.

**1.3.21 Pilot Programs**

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

**1.4 Services To Be Performed By Contractor - Solid Waste**

**1.4.1 Description of the Work:**

**1.4.1.1 Collection/Disposal**

1.4.1.1.1 The Contractor shall collect and dispose of all Solid Waste, Bulk Items and White Goods, from or generated by Residential Property.

**1.4.1.2 Receptacles**

1.4.1.2.1 The Contractor shall provide Standard Carts to residents of the curbside collection areas, with attached lids and embossed serial numbers, owned by the Contractor. The first digit of the serial number shall reflect the cart size; i.e.: 2 for “mini-can” (20 gallon), 3 for 35 gallon, 6 for 64 gallon or 9 for 96 gallon. The carts shall have wheels and shall be of a type approved by the City and County. All new carts will be equipped with radio-frequency identification tags. For the duration of the Contract, the appropriate Manager shall approve any change in type or color of containers. The carts are to be available to the residents in sizes that approximate twenty (20) gallons (“mini-can”) and thirty-five (35), sixty-four (64) and ninety-six (96) gallon sizes. The “mini-can” shall be green, and the other carts shall be black.

1.4.1.2.2 The Contractor will be responsible for delivery and pick up of all carts. For each cart that is exchanged for a cart of a different size, the City or County will pay the Contractor the sum due as listed in the Negotiated Solid Waste, Recycling and Yard Trash Unit Prices, which by reference becomes a part of this Contract, subject to any conditions or deductions as provided under this Contract Agreement. Carts will be exchanged within eight (8) calendar days of receipt of request. The customer’s ability to exchange carts shall be as prescribed by the appropriate Manager. The carts shall be placed at Curbside/Roadside or at such other single collection point as may be agreed upon by the Contractor and the customer.

1.4.1.2.3 The Contractor shall provide new residents with carts within eight (8) calendar days of receipt of request. The Contractor shall repair or replace all carts having damaged wheels, lids, other damage, and all lost or stolen

carts within eight (8) calendar days of receipt of request. The Contractor shall replace within twenty-four (24) hours any cart dropped into the collection vehicle. Until the cart is delivered or replaced, the Contractor must collect all bagged or containerized Solid Waste placed by the resident at Curbside/Roadside.

1.4.1.2.4 The City and County will notify the Contractor of all cart deliveries and repairs 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. All work orders will be returned to the City and County, with the cart serial numbers and date of delivery or repair, within nine (9) calendar days of receipt by the Contractor.

1.4.1.2.5 The Contractor shall collect excess Solid Waste provided such excess is placed in special bags approved by the City and the County.. The bags utilized (Official Yellow Bags) 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. The Alachua County Board, the City Manager and the Contractor must approve these rates. Compensation to the Contractor will be based on the number of bags sold during the previous month.

#### 1.4.1.3 **Preparation of Solid Waste for Collection**

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

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

#### 1.4.1.4 **Interior Remodeling and Home Repairs Trash**

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

#### 1.4.1.5 **Bulk Items**

1.4.1.5.1 Bulk Items, including Household Furniture and Interior Remodeling and Home Repairs Trash, shall be collected at no charge and must be collected on the same collection day as solid waste and in the same collection vehicle. Items too large to be collected in the solid waste truck will be called in by the driver and collected by 12:00 noon the following day. The customer and the City or County will be notified of any item scheduled for alternative collection. White Goods shall be collected on a specified schedule approved by the City and County and shall be recycled. White Goods will be collected on the next scheduled service day after notification to Contractor, provided that it is called in to the Contractor by three-o'clock pm (3:00 pm) on the day preceding the next scheduled collection day. All reclamation of refrigerants shall be the responsibility of the Contractor, either through the Contractor's personnel or through an outside person who is certified to perform reclamation of refrigerants. Bulk Items need not be containerized.

Bulk Items to be collected are further described in the Alachua County/City of Gainesville Curbside Bulk Collection Policy.

1.4.1.5.2 The Contractor shall not collect material that is not acceptable for bulk collection as described in the City and County Bulk Collection Policy. Tags shall be left by the Contractor to notify the resident of the reason such unacceptable or improperly prepared materials were not collected. Such tags will be attached to the material or uncollected item in an effective and conspicuous manner.

1.4.1.5.3 Material that is not acceptable for Bulk collection as described in the City and County Bulk Collection Policy, including concrete, dirt, bricks, building materials and other non-compactable wastes shall be collected by a Special Service. The Special Service shall be arranged between the customer and the Contractor at a fee approved by the County or City. The resident shall pay the fee directly to the Contractor. The Contractor shall provide the customer with a cost estimate within twenty-four (24) hours of request and shall provide such collection within eight (8) calendar days of the date the customer pays for such additional service.

1.4.1.5.4 **For the City ONLY**  
Immediately following the end of each university semester, the Contractor will be required to provide additional trucks and crews for collection of Bulk Items, three (3) calendar days a week in affected neighborhoods, during peak periods of student turnover.

#### 1.4.2 **Record Keeping**

1.4.2.1 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 parties may modify the Letter of Understanding in writing from time to time.

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

#### 1.5 **Community Beautification Projects:**

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

Prices and shall not include disposal costs.

1.6 **Special Wastes, Infectious Waste, Hazardous Waste, Biomedical Waste, Biological Waste and Sludge:**

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

1.7 **Collection Services for Municipal Property - City ONLY**

1.7.1 The Contractor shall provide collection service, as needed and as designated by the Manager, to all property or right-of-way owned, leased, rented or controlled by the City of Gainesville, at the rates listed in the Negotiated Solid Waste, Recycling and Yard Trash Unit Prices, which by reference becomes a part of this Contract, subject to any conditions or deductions as provided under this Contract. This service shall include, but not be limited to the following: The Contractor shall empty all Solid Waste and Recycling containers in any and all of the above-mentioned properties at a frequency to be determined by the Manager. The City shall have the right to use Mechanical Containers, commercial type trash cans with covers or any other container as approved by the Manager. The Contractor shall provide all Mechanical Containers for the use of the City, which containers shall be kept in maintenance free condition by the Contractor throughout the life of the Contract. Overflowing containers or cans will be picked up and all Household Trash piled at the same location will be picked up. Any contamination present in Recycling containers will be removed by the Contractor during collection. The Contractor will assist in maintaining public trash and Recycling containers in a reasonably clean and sightly condition, and in good working order. This shall include cleaning cans and lids and removing gum and stickers on every public trash and Recycling container at least quarterly. Any trash accumulating under the liner or container shall be removed each time the can is serviced. Any missing lids, liners, or other repairs needed shall be reported to the Solid Waste Division immediately.

1.7.2 **Special Events**

1.7.2.1 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.).

1.7.3 **Miscellaneous**

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

1.8 **Services to be Performed by the Contractor – Recycling:**

1.8.1 **Collection**

1.8.1.1 The Contractor shall collect, at a minimum, all newspapers, magazines, catalogs, telephone books, corrugated cardboard, pasteboard, brown paper bags, junk mail, office paper, glass and plastic bottles and jars, yogurt cups, margarine tubs and aluminum and metal cans, including empty aerosol cans, set out for the purpose of recycling from or generated by Residential Property. The collection of Recyclable Material shall be conducted through a two-bin system. In the event that the City and County choose to convert to a cart based recycling system, the Contractor shall, in good faith, renegotiate the unit price for recycling collection based upon a comparison of current rates for similar services within the state of Florida.

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

**1.8.2 Receptacles**

1.8.2.1 The Contractor shall pick up all Recyclable Materials, which has been properly prepared for collection, placed in approved recycling containers, paper bags, or other rigid containers of comparable size to the approved recycling containers and set at Curbside/Roadside. Plastic bags are not approved containers. The Contractor will return all containers to the point of pickup.

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

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

1.8.2.4 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.

**1.8.3 Preparation of Recyclable Materials for Collection**

1.8.3.1 Residents shall place all Recyclable Materials in approved containers. Glass and plastic bottles and jars, no larger than four (4) gallons in size, yogurt cups, margarine tubs, gable-top and aseptic containers, aluminum and metal cans, including empty aerosol cans, shall be placed in the blue recycling container. Newspapers, magazines, catalogs, telephone books, paperback books, corrugated cardboard, pasteboard, brown paper bags, junk mail and office paper shall be placed in the orange recycling container. Corrugated cardboard shall be flattened and shall be no larger than four (4) feet by four (4) feet in size. Excess Recyclable Material may be placed in paper bags or other rigid containers comparable in size to the recycling containers. Cardboard may be placed under or beside the orange recycling container.

**1.8.4 Record Keeping**

1.8.4.1 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, 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. The Contractor shall furnish monthly reports containing the requested information to the County and City by the 10th of the following month. Requests for new reports or additional information shall be provided to the County and City within thirty (30) calendar days.

**1.8.5 Contamination**

1.8.5.1 The Contractor shall collect the Recyclable Materials in such a manner as to minimize contamination. Any load delivered to the processing facility shall contain no more than three percent (3%) contamination by weight or volume. The Contractor shall be responsible for disposal costs for contamination in excess of three percent (3%) and may be subject to liquidated damages pursuant to these Specifications.

**1.8.6 Promotion of the Recycling Program**

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

**1.9 Services to be Performed by the Contractor - Yard Trash**

**1.9.1 Preparation of Yard Trash for Collection**

1.9.1.1 Although the County has no current plans to do so, the County reserves the right to drop curbside yard trash collection during the term of the agreement if changes are adopted in the future that makes this necessary.

1.9.1.2 The Contractor shall pick up all Yard Trash from or generated by Residential Property which has been properly prepared and stored for collection by the resident as follows:

1.9.1.2.1 Yard Trash, such as leaves, grass clippings and hedge trimmings, shall be placed in reusable containers or paper bags of approximately 35 gallons, and will be placed at Curbside/Roadside or at such other single collection point as may be agreed upon by the Contractor and the resident. Plastic bags will not be collected. Non-containerized Yard Trash shall be collected providing that it does not exceed five (5) feet in length, eight (8) inches in diameter and/or forty (40) pounds in weight for any piece or segment, except as provided herein. The Contractor shall collect Yard Trash free of plastic, metal, glass and other contaminants.

1.9.1.2.2 Each residential unit may place out for collection an unlimited volume of yard trash generated from the residence.

1.9.1.2.3 The Contractor will provide a method whereby residential customers may pay the Contractor to collect Yard Trash in excess of the size or weight limit, except as provided herein. Tags shall be left by the Contractor to notify the resident of the reason improperly prepared materials were not collected. Such tags will be attached to the material in an effective and conspicuous manner.

1.9.1.2.4 Limbs and branches exceeding five (5) feet in length, eight (8) 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 resident shall pay the fee directly to the Contractor. The Contractor shall provide the customer with a cost estimate within twenty-four (24) hours of request and shall provide such collection within eight (8) calendar days of the date the customer pays for such additional service.

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

**1.9.2 Record Keeping**

1.9.2.1 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. The Contractor shall furnish monthly reports to the County and City, due by the 10th of the following month containing the requested information. Requests for new reports or additional information shall be provided to the County and City within thirty (30) calendar days.

**1.9.3 Promotion of the Yard Trash Recycling Program**

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

**1.10 Quality Of Service:**

**1.10.1 Contractor's Personnel**

**1.10.1.1 Contractor's Officer(s)**

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

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

**1.10.2 Wage and Benefit History**

1.10.2.1 Contractors shall submit to the County details of its standard benefit package including vacation, sick leave, retirement and insurance policies. The Contractor is also requested to supply its assumption for the average wages to be paid at the Alachua County/City of Gainesville operation for the following positions: laborer, equipment operator, clerical, and route supervisor.

**1.10.3 Employee Wages and Benefits**

1.10.3.1 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.

**1.10.4 Equal Opportunity**

1.10.4.1 With respect to the County contract, the Contractor for reasons of race, sex, marital status, national origin, creed, age, physical disability or religion shall deny no person employment. Contractors shall submit written policies detailing company commitment to employment of Alachua County residents; company policies toward minority employment and equal opportunity; and current percentage of African-American, Hispanic and female employees.

1.10.4.2 With respect to the City contract, no person shall, on the grounds of age, race, color, religion, sex, disability, gender identity, sexual orientation, national origin or familial status, be refused the benefits of any activities resulting from this RFP, or be otherwise subjected to discrimination under any activities resulting from this RFP.

**1.10.5 Compliance with State, Federal, County and Municipal Law**

1.10.5.1 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.

**1.10.6 Dangerous Animals and Solid Waste, Recyclable Materials and Yard Trash Collection**

1.10.6.1 Employees of the Contractor shall not be required to expose themselves to dangerous animals in order to accomplish Solid Waste, Recyclable Materials and Yard Trash collection. In any case, where such animals are 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.

**1.10.7 Conduct of Employees**

1.10.7.1 The Contractor shall ensure that its employees serve the public in a courteous, helpful and impartial manner. Contractor's collection employees will be required to follow the regular walkway for pedestrians while on private property. No trespassing by employees will be permitted or crossing property of neighboring premises unless residents or owners of both such properties consent. Care shall be taken to prevent damage to property including but not limited to cans, carts, racks, trees, shrubs, flowers and other plants.

**1.10.7.2 Employee Uniform Regulations**

1.10.7.2.1 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.

1.10.7.2.2 Each vehicle operator shall at all times carry a valid driver's license for the type of vehicle that is being driven.

1.10.7.2.3 The Contractor shall provide operating training and safety training for all personnel.

1.10.7.2.4 The Contractor shall, wherever possible, employ its personnel from residents of Alachua County.

**1.11 Charges, Rates and Level Of Service:**

**1.11.1 Payment And Billing**



**1.11.1.1 Compensation**

1.11.1.1.1 The County and City shall pay the Contractor compensation for the performance of the Contract, the sums due based on the unit prices as listed in the Negotiated Solid Waste, Recycling and Yard Trash Unit Prices, which by reference becomes a part of this Contract, subject to any conditions or deductions as provided under the Contract. The Negotiated Solid Waste, Recycling and Yard Trash Unit Prices shall not include disposal or processing costs. The Contractor will not be required to pay Solid Waste disposal fees. The Contractor shall submit invoices to the City and County by the 10th of each month for services rendered during the preceding month, and payments will be made to the Contractor within 30 calendar days of verification of the invoice submitted.

**1.11.1.2 Billing Procedures – City**

1.11.1.2.1 The flow of information between the City and the Contractor shall be as stated in the Billing Procedures Agreement, which is attached hereto and by reference is a part of the City's Contract. Both the City and the Contractor understand that this Billing Procedures Agreement may be changed from time to time with the mutual consent of both parties to accommodate desirable changes in the billing and collections process.

**1.11.1.3 Billing Procedures – County**

1.11.1.3.1 The total amount of compensation due the Contractor by the County for each year of this Contract shall be computed based on the total number of Universal Collection Area 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 Contract, the County and the Contractor shall, by written amendment to this Contract, set forth the actual compensation due the Contractor by the County. This annual amendment shall be completed by December 15. Compensation for solid waste collection will be based on the actual size carts utilized. 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.

**1.11.1.4 Adjustment to Residential Unit Price**

1.11.1.4.1 There shall be no increase in the operational portion of the rates for the first five (5) years of the Contract (October 1, 2009 through September 30, 2014.) There will be a six percent (6%) increase in the contract amount effective October 1, 2014 and a six percent (6%) increase effective October 1, 2018. During any extension of this Contract beyond said term all rates shall be subject to the prior approval of the City and/or County Commission.

1.11.1.4.2 The City and County will pay the Contractor an additional services fee for the use of compressed natural gas, in accordance with the Negotiated Solid Waste, Recycling and Yard Trash Unit Prices.

**1.11.1.5 Unusual Changes or Costs**

1.11.1.5.1 The Contractor may petition the County and City for rate adjustments at reasonable times based on unusual changes in its cost of doing business, and said request shall not be unreasonably refused. Any rate adjustments shall be approved through written amendment to the Contract. 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.

1.11.1.5.2 **Fuel Adjustment**

1.11.1.5.3 There shall be no fuel adjustment surcharge for fuel cost increases.

1.11.1.6 **Level and Type of Service for Collection of Other Wastes**

1.11.1.6.1 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.

1.11.1.7 **Sales, Service and Other Taxes**

1.11.1.7.1 In the event the Contractor is required, by a change in law, ordinance or resolution, to assess sales, service, or some other tax or surcharge for services provided under this Contract, the amount of such tax or surcharge shall be paid directly by the County or City, as appropriate, or added to the compensation due to Contractor, effective with the effective date such tax or surcharge is due. This paragraph does not apply to franchise fees, administrative fees, or similar fees imposed by the County or the City.

1.12 **Performance/Penalties/Default:**

1.12.1 **Contract Performance**

1.12.1.1 The appropriate Manager shall supervise the Contractor's performance of the Contract. If at any time during the life of the Contract, performance is not satisfactory in the City or the County, the Contractor, upon written notification by the appropriate Manager, shall increase the labor force, tools and equipment as needed to properly perform this Contract in that service area. The failure of the appropriate Manager to give such notification shall not relieve the Contractor of his or her obligation to perform the Work at the time and in the manner specified by the Contract.

1.12.1.2 The Contractor shall furnish the Managers with every reasonable opportunity for ascertaining whether or not the Work is performed in accordance with the requirements of the Contract.

1.12.1.3 The Managers may appoint qualified persons to inspect the Contractor's operation and equipment at any reasonable time, and the Contractor shall admit Authorized Representatives of the County and City to make such inspections at any reasonable time and place.

1.12.1.4 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.

1.13 **Cooperation/Coordination:**

1.13.1 The Managers shall be permitted free access and every reasonable facility for the inspection of all Work, equipment and facilities of Contractor. The City and County will conduct a site inspection of the Contractor's facilities and equipment in Alachua County prior to the beginning of the contract term.

1.13.2 The Contractor shall cooperate with the Managers in every reasonable way in order to facilitate

the progress of the Work contemplated under this Contract.

1.14 **Complaints and Complaint Resolution:**

1.14.1 **Office**

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

1.14.2 **Complaints**

1.14.2.1 In a format approved by the County and City, the Contractor shall prepare and maintain records of all complaints, and indicate the disposition of each complaint. The records shall be available for County and City inspection during business hours. Each record shall also indicate the day and hour on which the complaint was received and the day and hour on which it was resolved. When a complaint is received before 12:00 noon it shall be serviced that day; otherwise, it shall be serviced no later than the close of the next working day, including Saturday. A monthly report of all the complaints filed and their disposition shall be provided to the appropriate Manager by the 10<sup>th</sup> of the following month. Legitimacy of challenged complaints shall be determined based on a joint inspection by the appropriate Manager and representative of the Contractor. Disputes shall be referred to the appropriate Manager for the complainant's area and the decision of the Manager shall be final. Where reasonable and practical, the Contractor, the City, and the County will work toward creating a shared system for recording and storing all cart serial numbers and their assigned locations, all complaints received by each party, and the resolution of each complaint.

1.14.3 **Notification to City and County**

1.14.3.1 The Contractor shall notify the City and County of any difficulties encountered in the provision of services as outlined in this contract, within one (1) hour of said difficulty.

1.14.4 **Notification to Customers**

1.14.4.1 The Contractor shall advertise all route and collection information, including complaint procedures, regulations, days of collection and holiday schedule in a newspaper of general circulation in Alachua County at least once per year, on or about 1 November. The cost of the advertising shall be borne solely by the Contractor.

1.14.5 **Complaints not Serviced**

1.14.5.1 Should the Contractor fail to perform in accordance with the provisions of the Contract, the City and County shall withhold from any money due the Contractor, not as a penalty but as liquidated damages for such failure to perform, the following amounts, for the following infractions:

1.14.5.1.1 Failure to service complaint within time frame specified herein 60.00 each case

1.14.5.1.2 Total reported missed services exceed 0.05% (Approximately 150) of total services provided in a calendar month. 25.00 each case over base in month

1.14.5.1.3	Notification of City or County by Contractor that a complaint has been resolved, when that complaint has not been resolved	75.00 each case
1.14.5.1.4	Failure to collect solid waste in official City/County yellow bags for excess waste	40.00 each case
1.14.5.1.5	Failure to collect bagged or containerized Solid Waste placed at Curbside/Roadside by a resident awaiting cart delivery or repair	40.00 each case
1.14.5.1.6	Leaving carts or recycling containers so that they block access to a driveway or roadway	40.00 each case
1.14.5.1.7	Failure to contact customer within time frame specified for property damage complaint	200.00 each case
1.14.5.1.8	Failure to repair or replace damaged mailbox within time frame specified	200.00 each case
1.14.5.1.9	Failure to provide estimate for collection of special pickup within specified time frame	100.00 each case
1.14.5.1.10	Complaints requiring City or County action in collecting Household Trash, Garbage, Recyclable Materials, Bulk or Yard Trash	200.00 each complaint plus actual costs incurred by the City or County
1.14.5.1.11	Commingling of contracted and non-contracted waste	triple the tipping fee of the entire truckload
1.14.5.1.12	Commingling of Solid Waste, Recyclable Material and Yard Trash that has been separated for collection	250.00 each case
1.14.5.1.13	Failure to tag improperly prepared material	40.00 each case
1.14.5.1.14	Failure to notify customer of alternative Bulk collection or to return for Bulk within time allowed exceeds 0.015% (approximately 15) of bulk services provided in a calendar month	50.00 each case
1.14.5.1.15	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
1.14.5.1.16	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
1.14.5.1.17	Collections beginning earlier than or later than permitted by the County or City	

	without prior approval of the appropriate Manager	250.00 each case
1.14.5.1.18	Exceeding time limit for pick up of White Goods	50.00 each case
1.14.5.1.19	Changing collection routes without notifying the appropriate Manager	300.00 each route
1.14.5.1.20	Using Improper Vehicles without City or County consent	200.00 each case
1.14.5.1.21	Spillage or leakage from vehicle not cleaned up within two (2) hours of incident	500.00 each case
1.14.5.1.22	Failure to maintain vehicles so that they do not spill or leak fluids	500.00 each case
1.14.5.1.23	Failure to clean vehicles or containers	100.00 each case
1.14.5.1.24	Failure to properly sign and equip vehicles	50.00 each case
1.14.5.1.25	Loaded vehicles left standing on street unnecessarily	50.00 each case
1.14.5.1.26	Stopping subscription service for any reason without proof of written notification of intent to do so	50.00 each case
1.14.5.1.27	Removal of extra carts without proof of written notification of intent to do so	50.00 each case
1.14.5.1.28	Exceeding time limit for replacement of lost stolen or damaged carts	60.00 each case
1.14.5.1.29	Exceeding time limit for delivery of carts to new residences	60.00 each case
1.14.5.1.30	Exceeding time limit for exchanging carts	60.00 each case
1.14.5.1.31	Failure to submit required records, including, but not limited to, bonds, insurance forms and annual audits	100.00 per month each case
1.14.5.1.32	Not advertising route and collection information once a year	300.00 each case
1.14.5.1.33	Failure to deliver residential Solid Waste, Recyclable Materials or Yard Waste to the Designated Facilities in Compliance with the requirements of this Contract	100.00 per ton each case

1.14.5.2 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.

1.15 **Disputes About Collection of Certain Items**

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

**DESCRIPTION OF THE UNIVERSAL CURBSIDE COLLECTION AREA OF THE  
UNINCORPORATED AREA OF ALACHUA COUNTY**

The following is a description of the property subject to the non-ad valorem assessment for collection, disposal and recycling of solid waste in the Universal Area:

A rectangle with its eastern boundary running north and south between the southeast corner of Section 8, Township 9 South, Range 21 East and the southeast corner of Section 29, Township 10 South, Range 21 East, with its western boundary running north and south between the southeast corner of Section 11, Township 9 South, Range 18 East and the southeast corner of Section 26, Township 10 South, Range 18 East, with its northern boundary running east and west between the southeast corner of Section 11, Township 9 South, Range 18 East and the southeast corner of Section 8, Township 9 South, Range 21 East, and with its southern boundary running east and west between the southeast corner of Section 26, Township 10 South, Range 18 East and the southeast corner of Section 29, Township 10 South, Range 21 East; less the incorporated area of the City of Gainesville.

In addition to the area described above, the subdivisions and contiguous areas listed on Pages 2, 3, 4 and 5 of this Exhibit A have been added to the original Universal area.

**ADDITIONS TO THE ORIGINAL UNIVERSAL AREA**  
Fiscal Year 2013-14

<u>Plat Book</u>	<u>Subdivision</u>
25-p. 91	Arbor Greens Phase 1, Unit 1
TBD	Arbor Greens Phase 1, Unit 2
24-p. 24-26	Belmont Cluster
26-p. 18	Bristol Oaks Rural Ag. Subdivision
26-p. 14-16	Caraway
24-p. 33	Carollton
24-p. 23-25	Charleston
24-p. 21-22	Charleston Phase II
F-63	Country Club Estates
24-p. 64	Dalton Pines
25-p. 50	Eden's Crossing (DL Clinch Grant)
I-97	Edgecliff
I-87	Farms of Kanapaha
R-41	Foxboro at Wyngate
M-86	Gator Get-away (Misty Oaks)
H-70	Grassy Lake Estates
H-70	Grassy Lake Estates, Lots 100-105
H-70, A&B	Grassy Lake Estates, Replat
J-50	Hammock Ridge Unit 1
O-6, 7	Hammock Ridge, Unit 2
23-p. 8-9	Hammock Ridge, Unit III-A
24-p. 43-44	Hammock Ridge, Unit III-B (Meadows on the Prairie)
25-p. 19	Hammock Ridge, Unit III-C
25-p. 15-16	Hammock Ridge, Unit III-D
25-p. 17-18	Hammock Ridge, Unit III-E
26-p. 2-4	Hammock Ridge, Unit III-F
26-p. 33	Hammock Ridge, Unit III-G
26-p. 33-40	Hammock Ridge, Unit IV
TBD	Hawks Ridge
O-67	Holly Hills
N-07	Ivy Park
Q-69	Ivy Park Replat Lots 1,2,3
P-30	Jockey Club Unit 1
P-47	Jockey Club Unit 2
R-32	Jockey Club Unit 3
S-85	Jockey Club Unit 4
T-13	Jockey Club Replat Lots 47 & 48
22-p. 52	Jockey Club Unit 5
N-13	Kanapaha Highlands Unit 1
P-31	Kanapaha Highlands Unit 2
R-33	Kanapaha Highlands Unit 3
T-19	Kanapaha Highlands Unit 4



T-85	Kanapaha Highlands Unit 5
U-51	Kanapaha Highlands Unit 6
J-73	Kanapaha Pines
L-55	Kanapaha Pines Unit No. 2
U-42	Kanapaha Pines Unit No. 3
L-21	Koinonia
I-78-79	Leeaire Estates
24-p. 88-90	Longleaf, Unit 1, Phase I
25-p. 53-54	Longleaf, Unit 1, Phase II
25-p. 55	Longleaf, Unit 1, Phase III
26-p. 50	Longleaf, Unit II, Phase IV
26-p. 53	Longleaf, Unit II, Phase V
28-p. 17	Longleaf, Unit III, Phase VI
TBD	Longleaf, Unit IV, Phase VII
F-74	Los Trancos Woods
I-99	Meadows of Kanapaha
O-17	Meadows Of Kanapaha Replat Lots 43-44
23-p 35-41	Meadows Of Kanapaha, Phase II
S-53	Oakleigh, Phase I
26-p. 59	Old Oaks Estates
P-25	Parker Place, Phase 1
R-4	Parker Place, Phase II-A
R-65	Parker Place, Phase II-B
R-30	Parker Place, Phase II-C
S-17	Parker Place, Phase III-A
S-92	Parker Place, Phase III-B
TBD	Parkwest Estates
O-19-20	Patio Homes Of West End II-A
O-53-54	Patio Homes Of West End (Replat II-A & II-B)
Q-13-14	Patio Homes Of West End II-B
J-16	Plantation
O-70	Plantation Lot 14 Replat
L-12	Prairie Oaks
K-03	Prairie Pointe
I-73	Prairie South, Phase I
K-36	Prairie South, Phase II
L-17	Prairie South, Phase III
O-09	Rolling K
U-34	Saddlebrook Farms
I-01	San Souci
25-p. 73	San Therese Addition
23-p. 57-59	Santa Fe Forest
J-14	Seminole Woods, Unit 1
L-07	Seminole Woods, Unit 1 Replat
L-46	Seminole Woods, Unit 2
N-92	Shady Oak Estates
O-03	Shady Oak Estates, 1 <sup>st</sup> Addition
T-66	Somerset
S-88-89	Steeplechase Farms
T-70	Steeplechase Farms Replat

R-39	Sterling Place Unit 1
R-81	Sterling Place Unit 2
S-59	Sterling Place Unit 1 Replat Lot 24
T-31	Sterling Place Unit 3
25-p. 88	Strawberry Fields, Unit 1
25-p. 89	Strawberry Fields, Unit 2
J-26	Sunny Acres
22-p. 54	The Grove
J-17	Thousand Oaks
O-100	Thousand Oaks Replat Lot 12
S-72-73	Town of Tioga
T-36	Town of Tioga Unit 2
22-p. 29	Town of Tioga Phase 3
22-p. 74	Town of Tioga Phase 4
23-p. 27	Town of Tioga Phase 5
24-p. 27	Town of Tioga Phase 6
24-p. 57	Town of Tioga Phase 7
25-p. 56	Town of Tioga Phase 8
25-p. 77	Town of Tioga Phase 9
26-p. 45	Town of Tioga Phase 10
26-p. 46	Town of Tioga Phase 11
27-p. 94	Town of Tioga Phase 12
28-p. 13	Town of Tioga Phase 13
TBD	Town of Tioga Phase 14
25-p.35-37	Turnberry Lake Phase 1
25-p. 80-83	Turnberry Lake Phase 2
TBD	Turnberry Lake Phase 3
24-p. 65	Utopia
M-81	Villas of West End Unit No. 1
O-93-94	Villas Of West End Unit 1 Replat
N-42	Villas of West End Unit 1B
O-92	Villas Of West End Unit 1B Replat
N-93-94	Villas Of West End Unit Two Replat
H-72	Way West Subdivision
23-p. 34	Welch
E-31	West End Estates, Gainesville's
J-05	West End Golfview Estates
L-39	Westside Farms
27-p.44	Willow Oak Plantation
23-p. 42-43	Wyndsong
O-85-86	Wyngate Farms
UNRECORDED	Canterbury, surveyed by Terrence J. Brannan, 10/8/1986
UNRECORDED	Edwards Rural Ag. Subdivision
UNRECORDED	Fletcher Center West, surveyed by M.K. Flowers, 4/4/1975, and 6/23/1978
UNRECORDED	Marchant Meadows, surveyed by Alachua County Land Surveyors
UNRECORDED	Miller Farms, surveyed by David D. Parrish Land Surveyors, Inc.
UNRECORDED	Millhopper Road Estates, surveyed by William D. Parrish, 9/18/1971
UNRECORDED	North Hampton, surveyed by Alan Haaker
UNRECORDED	Prairie Breeze, surveyed by Mike Pardue, 6/15/2004
UNRECORDED	Rolling Meadows Unit 2, surveyed by M.K. Flowers and H.H. Green

UNRECORDED Sullivan Plantations, surveyed by Stacy Hall, 3/24/2004  
UNRECORDED Turkey Ridge, surveyed by Terrence J. Brannan, 10/5/2000 and 1/24/2002  
UNRECORDED Wacahoota Ridge, surveyed by Mike Pardue, 8/12/2002  
UNRECORDED Windy Hills, surveyed by Harris Green, 5/28/1979

### **Additional Areas Added**

#### Gated Community S of Williston Road (20 Parcels)

20 parcels located on SW 42<sup>nd</sup> Terrace, 43<sup>rd</sup> Drive & 80<sup>th</sup> Place S of Williston Rd. and N of Savannah Point. Parcel numbers within D L Clinch Grant 07231-112-001 thru -018, 07231-110-000, -111-000 & 114-000.

#### West Newberry Road (4 Parcels)

4 parcels S of W. Newberry Road, W of Town of Tioga and E of Jockey Club. Parcel numbers 04333-002-000, -003-000, -003-001, & -004-000.

#### SW 75<sup>th</sup> & 77<sup>th</sup> Streets (15 Parcels)

15 Parcels S of SW 73<sup>rd</sup> Avenue on SW 77<sup>th</sup> Street & W Side of SW 75<sup>th</sup> Street between and including 7316 and 8012. Parcel numbers 07098-009-000, -010-000 thru -003, -011-000 thru -018-000, -025-000 & -001.



SUBSCRIPTION COLLECTION AREA  
**LEGAL DESCRIPTION OF THE AREA SUBJECT TO THE NON-AD VALOREM  
 ASSESSMENT FOR THE OPERATION OF THE RURAL COLLECTION  
 CENTERS INCLUDING RECYCLING AND DISPOSAL**

**Alachua County.**--The boundary lines of Alachua County are as follows: Begin where the range line between ranges sixteen and seventeen east intersects the thread of the Santa Fe River; thence run south on said range line to the southwest corner of section seven, township eleven south, range seventeen east; thence run east along the south line of sections seven, eight, nine, ten, eleven and twelve to the northwest corner of section eighteen, township eleven south, range eighteen east; thence run south along the west line of sections eighteen, nineteen, thirty and thirty-one, township eleven south, range eighteen east to southwest corner of said section thirty-one; thence run east along south line of sections thirty-one, thirty-two, thirty-three and thirty-four to southeast corner of section thirty-four, township eleven south, range eighteen east outside of Arredonda Grant; thence run north along east line of said section thirty-four to southwest corner of section thirty-four, township eleven south, range eighteen east inside said grant; thence run east along the township line between townships eleven and twelve, south, to its intersection with the west margin of Orange Lake; thence following the western and southern margin of Orange Lake to its intersection with the range line between range twenty-two and twenty-three east; thence run north along said range line to where same is intersected by the north and east margin of Santa Fe Lake; thence run north following the east margin of said Santa Fe Lake to its westernmost intersection with a line which is the prolongation of the north line of McManus Subdivision as per plat book "A", page 117 of the public records of Alachua County; thence west along the north line of said subdivision to its intersection with the east line of government lot three of section

twenty-one, township eight south, range twenty-two east; thence north along said east line to the southeast corner of the southwest quarter of the northwest quarter of said section twenty-one; thence north along the line between the east half and the west half of the northwest quarter of said section twenty-one to the north line of said section twenty-one; thence west along the north line of said section twenty-one to the southeast corner of section seventeen, township eight south, range twenty-two east; thence west to the southwest corner of the southeast quarter of the southeast quarter of said section seventeen; thence north to the southeast corner of the southwest quarter of the northeast quarter of said section seventeen; thence west to the southwest corner of the east half of the southwest quarter of the northeast quarter of said section seventeen; thence north to the northwest corner of the east half of the southwest quarter of the northeast quarter of said section seventeen; thence west to the southwest corner of the northwest quarter of the northeast quarter of said section seventeen; thence north to the half-mile corner of the south line of section eight, township eight south, range twenty-two east; thence west to the southwest corner of the east half of the southeast quarter of the southwest quarter of said section eight; thence north to the northwest corner of the east half of the northeast quarter of the northwest quarter of said section eight; thence north to the northeast corner of the west half of the southeast quarter of the southwest quarter of section five, township eight south, range twenty-two east; thence west to the northwest corner of the southwest quarter of the southwest quarter of said section five; thence north along the west line of said section five to the northeast corner of the

southeast quarter of the northeast quarter of section six, township eight south, range twenty-two east; thence west to the southwest corner of the northeast quarter of the northeast quarter of said section six; thence north to the northwest corner of the northeast quarter of the northeast quarter of said section six; thence west along the north line of said section six to the northwest corner of said section six; thence north along the east line of section one, township eight south, range twenty-one east to the southeast corner of section thirty-six, township seven south, range twenty-one east; thence north along the east line of said section thirty-six to the northeast corner of the southeast quarter of the southeast quarter of said section thirty-six; thence west to the northwest corner of the southwest quarter of the southwest quarter of said section thirty-six; thence north along the west line of said section thirty-six to its intersection with the thread of the Santa Fe River; thence northerly and westerly along the thread of the Santa Fe River to its intersection with the east line of the southwest quarter of the northwest quarter of section thirty-three, township seven south, range twenty-one east; thence north to the northeast corner of the southwest quarter of the northwest quarter of said section thirty-three; thence west to the northeast corner of the southeast quarter of the northeast quarter of section thirty-two, township seven south, range twenty-one east; thence west to the northwest corner of the southwest quarter of the northwest quarter of said section thirty-two; thence west to the southwest corner of the northeast quarter of the northeast quarter of section thirty-one, township seven south, range twenty-one east; thence north to the northwest corner of the northeast quarter of the northeast quarter of said section thirty-one; thence west to the half-mile corner of the south line of section thirty, township seven south, range twenty-one east; thence north on the quarter section line of said section thirty to its intersection with the thread of the Santa Fe River; thence southerly and westerly along the thread of said Santa Fe River to its

intersection with the south line of the southwest quarter of the northeast quarter of section twenty-eight, township seven south, range twenty east; thence west to the southwest corner of the northeast quarter of said section twenty-eight; thence north to the northwest corner of the northeast quarter of said section twenty-eight; thence west to the northwest corner of said section twenty-eight; thence north along the east line of section twenty, township seven south, range twenty east to the southeast corner of the northeast quarter of said section twenty; thence west on the quarter section line of said section twenty to its intersection with the thread of the Santa Fe River; thence northerly and westerly along the thread of the Santa Fe River to its southernmost intersection with the east line of section two, township seven south, range seventeen east; thence run south along the east line of said section two to the northeast corner of section eleven, township seven south, range seventeen east; thence run south along the east line of said section eleven to the northeast corner of government lot four in said section eleven; thence run west to the northwest corner of said government lot four; thence run south along west line of said government lot four to the southwest corner of said government lot four; thence run west along the south line of said section eleven to the northwest corner of section fourteen, township seven south, range seventeen east; thence run south along the west line of said section fourteen to the southwest corner of said section fourteen; thence run east along south line of said section fourteen to its intersection with the thread of the Santa Fe River; thence run southerly and westerly along the thread of said river to the point of beginning; less the incorporated areas of the City of Alachua, the City of Archer, the City of Gainesville, the City of Hawthorne, the City of High Springs, the Town of LaCrosse, the Town of Micanopy, the City of Newberry and the City of Waldo; and less the Mandatory Area as described in Exhibit A.

