

GRANTS AND CONTRACTS - TRANSMITTAL MEMO

Date: May 2, 2014

From: John Johnson, Grants and Contracts Administrator

To: Ken Fair

CONTRACT #: 7133

VENDOR: WCA of Florida, LLC

DESCRIPTION: Fifth Amendment for Solid Waste, Recyclable Materials and Yard Trash Collection.

APPROVED BY: Board

APPROVAL DATE: 4/22/2014

Received On:

TERM START 4/22/2014

TERM END 9/30/2021

AMOUNT: n/a

ACCOUNT: 148-7600-534.43-50

ENCUMBRANCE # n/a

RFP/BID # n/a

ACTIONS REQUIRED: Please forward a copy to the vendor & retain a copy for your files.
One original sent to Ken 5/2/14.

copy to: F&A
Risk
Purchasing
File

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

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

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

This Renewal Agreement ("Renewal Agreement") is entered into this 22 day of April, 2014 ("Effective Date") between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and WCA of Florida, LLC, doing business at 5002 SW 41st Boulevard, Gainesville FL 32608, hereinafter referred to as "Contractor."

Whereas, on September 22, 2009, Emerald Waste Services, LLC, entered into an agreement with the County ("2009 Agreement") and on October 1, 2009, Emerald Waste Services, LLC began collecting Solid Waste, Recyclable Materials and Yard Trash in the County pursuant to the 2009 Agreement; and

Whereas, on February 28, 2010, Emerald Waste Services, LLC, was acquired by WCA Waste Systems, Inc.; and

Whereas, on August 28, 2012, WCA Waste Systems, Inc., and Alachua County executed an amendment to the 2009 Agreement, acknowledging that WCA of Florida, LLC., is the successor to Emerald Waste Services, LLC, and is a party to the amended 2009 Agreement; and

Whereas, the Contractor is a wholly owned subsidiary of WCA of Florida, LLC.; and

Whereas, under the terms of the 2009 Agreement, the County has the option to renew the agreement for two (2) additional five (5) year periods; and

Whereas, the County is willing to renew the 2009 Agreement for one (1) additional five (5) year period, subject to the terms and conditions contained in this Renewal Agreement; and

Whereas, in exchange for the benefits offered to the Contractor in this Renewal Agreement, the Contractor is willing to: convert its fleet of vehicles from diesel fuel to compressed natural gas ("CNG"); eliminate the monthly diesel fuel surcharge authorized under the 2009 Agreement; develop a publicly accessible CNG refueling station; reduce the rate increase authorized under the 2009 Agreement from eight percent (8%) to six percent (6%); permanently restrict the use of the Contractor's transfer station on Bear Archery Road pursuant to a restrictive covenant; reduce the rates authorized under the 2009 Agreement for the collection of public trash and recycling containers; pay up to Eight Thousand Dollars (\$8,000) for educational messages on the Contractor's collection vehicles; purchase CNG from the Gainesville Regional Utilities for the Contractor's vehicles and refueling station; purchase new carts for the collection of Solid Waste and equip such carts with radio frequency identification ("RFID") tags; and pay a Two Hundred and Fifty Thousand Dollar (\$250,000) fee if this Renewal Agreement is assigned to another Person; and

Whereas, the Contractor also has agreed to enter into annual disposal agreements that require the Contractor to deliver all of the Solid Waste it collects in Alachua County, whether commercial or residential Solid Waste, to Alachua County's Transfer Station in the Alachua County Leveda Brown Environmental Park; and

Whereas, the County desires to continue to employ the Contractor for the collection of Solid Waste, Recyclable Materials and Yard Trash; and

Whereas, the Contractor represents that it is qualified to provide these services; and

Whereas, the County finds that it is in the public interest to renew the 2009 Agreement, subject to the terms and conditions contained in this Renewal Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the County and the Contractor agree to be bound by and comply with the following terms and conditions of this Renewal Agreement:

I. RECITALS AND DEFINITIONS

A. The County and Contractor agree that the foregoing recitals are true and correct. The recitals are incorporated into and made a part of this Renewal Agreement as if fully set forth herein.

B. The capitalized words and phrases in this Renewal Agreement are defined in Attachment A. Attachment A includes certain definitions that are adopted by reference from Section 1.2 of the "General and Technical Specifications for Solid Waste, Recyclable Materials and Yard Trash Collections within the City of Gainesville and Alachua County" dated December 2013 ("General and Technical Specifications"), which is attached hereto as Attachment B.

II. SCOPE OF SERVICES

The Contractor shall provide the services described herein, including the services described in the General and Technical Specifications. The Contractor shall comply with all of the requirements contained in this Renewal Agreement, including the requirements set forth in the General and Technical Specifications.

III. REPRESENTATIONS AND WARRANTIES

The Contractor makes the following express representations and warranties:

A. The Contractor is a limited liability company duly incorporated and validly existing in good standing under the laws of the state of its formation. The Contractor is in good standing under the laws of the state of Florida and is duly qualified to carry on the business and operations contemplated by this Renewal Agreement. Among other things, the Contractor is qualified to perform the services described in this Renewal Agreement, including the services described in the General and Technical Specifications, in compliance with the requirements contained herein.

B. The Contractor has the requisite power, authority, and legal right to enter into and perform its obligations, as set forth in this Renewal Agreement. This Renewal Agreement has been duly executed and delivered by the Contractor and, as of the Effective Date, constitutes a legal, valid, and binding obligation of the Contractor, enforceable by the County against the Contractor in accordance with its terms. The execution, delivery, and performance of this Agreement by the

Contractor have been duly authorized by all requisite corporate action of the Contractor, and no other corporate proceedings on the part of the Contractor are necessary to authorize this Renewal Agreement or to perform the duties and obligations of the Contractor contemplated by this Renewal Agreement.

C. The Contractor did not engage, directly or indirectly, in any collusion, bribery, deception or fraud in connection with its negotiations and efforts to procure this Renewal Agreement with the County.

D. None of the agents, members, managers, partners, officers, directors, employees, executives or shareholders of the Contractor, or any affiliate that is active in the management of the Contractor, has been convicted of a public entity crime, as defined in Section 287.133(g), Florida Statutes.

E. The personnel employed by the Contractor have the proper skills, licenses, training, background, knowledge, experience, authorizations, integrity and character necessary to perform the Contractor's obligations in accordance with the terms of this Renewal Agreement.

F. No County employee received or will receive, directly or indirectly, any benefit, interest, or profit out of the procurement process pursuant to which this Renewal Agreement was awarded or in connection with this Renewal Agreement or the services to be provided pursuant to this Renewal Agreement, and no County employee has or will have any direct or indirect financial interest in the award of this Renewal Agreement or any of the services to be provided pursuant to this Renewal Agreement.

G. The Contractor acknowledges that Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods and services of One Million Dollars (\$1,000,000) or more, that are on either the Scrutinized Companies with Activities in the Sudan List and/or the Scrutinized Companies with Activities in the Iran Petroleum Energy List, both lists of which are created pursuant to Section 215.473, Florida Statutes, and certifies, represents, and warrants to the County that the Contractor is not on either of those lists.

H. The Contractor warrants that all the work performed by the Contractor and its subcontractors shall comply with the requirements contained in this Renewal Agreement. The Contractor acknowledges that the Contractor's obligations under this Renewal Agreement shall not be diminished or otherwise reduced as a result of the County's review of or failure to review the work performed by the Contractor.

IV. TERM

A. This Renewal Agreement shall be in effect and binding upon the Parties from the Effective Date until September 30, 2021 (*i.e.*, five (5) years after the date when the 2009 Agreement was scheduled to terminate), unless this Renewal Agreement is terminated earlier or renewed in the manner set forth herein.

B. The County may, at its option, renew this Renewal Agreement for one (1) additional term of five (5) years.

V. ADDITIONAL CONTRACTUAL OBLIGATIONS OF CONTRACTOR

In addition to the requirements contained in the General and Technical Specifications, the Contractor shall comply with the following requirements:

A. The Contractor shall deliver all of the Solid Waste it collects in Alachua County to the County's Transfer Station at the Leveda Brown Environmental Park. This requirement shall apply to all Solid Waste, including but not limited to Solid Waste that is collected from commercial and residential property located in the incorporated and unincorporated areas of the County. The County may waive the requirements in this Section V.A with regard to certain types of Solid Waste (*e.g.*, Special Waste), but no waiver shall be effective unless it is in writing and signed by the County.

B. The Contractor shall enter into annual disposal agreements with the County, which shall require the Contractor to deliver all of the Solid Waste that it collects in Alachua County to the County's Transfer Station at the Leveda Brown Environmental Park.

C. The Contractor has a fleet of vehicles that it uses to collect and transport Solid Waste in Alachua County. The Contractor shall convert its fleet from diesel fuel to Compressed Natural Gas ("CNG") in compliance with the requirements described in Section 1.3.19.4 of the General and Technical Specifications.

D. Within one hundred fifty days (150) days after the Effective Date of this Renewal Agreement, the Contractor shall construct a "slow-fill" CNG refueling station in Alachua County for the Contractor's vehicles. On or before December 31, 2014, the Contractor shall construct a "fast-fill" CNG refueling station, which shall be open to any member of the general public.

E. During the term of this Renewal Agreement, the Contractor shall purchase all of the natural gas required for its converted fleet, and all of the natural gas required for the slow-fill and fast-fill CNG refueling stations, from Gainesville Regional Utilities.

VI. USE OF WRH TRANSFER STATION

A. The Contractor acknowledges that it is an affiliate of WRH Gainesville, LLC ("WRH"), and WRH owns real property ("WRH Property") located at 5002 SW 41st Boulevard, Gainesville, Florida, which is more specifically described in Attachment C to this Renewal Agreement. The Contractor acknowledges that it has operated a Transfer Station on the WRH Property in the past. Beginning on the Effective Date of this Renewal Agreement and continuing thereafter throughout the term of this Renewal Agreement, the Contractor shall take all steps necessary to ensure that the WRH Property is not used by any Person for the management, Processing, storage, disposal, transfer or delivery of Solid Waste or Recovered Materials, except as provided in Sections VI.B. and C., below.

B. Notwithstanding the prohibition in Section VI.A., above, the Contractor may use the WRH Property for the management, Processing, storage transfer and delivery of Construction and Demolition Debris. However, if any Load or container of Construction and Demolition Debris is comprised of other types of Solid Waste (*e.g.*, Garbage) and such waste comprises more than five percent (5%) of the material in the Load or container, as determined by visual inspection, then all of the materials in the Load or container shall be managed as such waste (*i.e.*, not Construction

and Demolition Debris) and, therefore, such materials shall not be managed, Processed, stored, transferred, or delivered on or to the WRH Property.

C. With the consent of the Contractor and WRH, the County may allow Solid Waste and Recovered Materials to be managed, Processed, stored, disposed, transferred and delivered to the WRH Property during a state of emergency declared by the County pursuant to Section 252.38, Florida Statutes.

VII. DUTIES OF COUNTY

The County shall comply with the requirements contained in this Renewal Agreement, including the General and Technical Specifications.

VIII. TITLE TO SOLID WASTE, RECYCLABLE MATERIAL AND YARD TRASH

The County shall hold title to and own all of the Solid Waste, Recyclable Materials and Yard Trash collected by the Contractor in Alachua County; however, the County shall not accept or hold title to any Hazardous Waste. The title to and liability for Hazardous Waste shall remain at all times with the Person that generated such waste.

IX. ASSIGNMENT

A. This Renewal Agreement shall not be assigned by the Contractor, in whole or in part, without the prior written consent of the County. Except as otherwise provided in this Section IX, such consent may be granted or denied in the sole discretion of the County. In the event of any approved assignment, the assignee shall assume, in writing, all of the rights, obligations and liabilities of the Contractor, as set forth in this Renewal Agreement. If the County approves any assignment, the Contractor shall pay the County Two Hundred and Fifty Thousand Dollars (\$250,000) at the time of any such assignment. For the purposes of this Section IX, this Renewal Agreement shall be deemed to be assigned if any transaction results in another legal entity being obligated to provide part or all of the services that the Contractor has agreed to provide.

B. The terms and conditions in this Renewal Agreement shall be binding upon the County, the Contractor, and their respective successors and assigns.

X. COMPENSATION AND PAYMENT

For all services actually, timely, and faithfully performed, the County will pay the Contractor as follows:

A. The Contractor shall be paid for the collection of Residential Solid Waste, Recyclable Materials, and Yard Trash in the Alachua County Universal Collection Area and the Subscription Area, as those areas are described and depicted in Exhibits A and B to the General and Technical Specifications. The Contractor shall be paid on a per unit basis, in accordance with the "Solid Waste, Recycling and Yard Trash Unit Prices," which are set forth in Exhibit D to the General and Technical Specifications.

B. As a condition precedent for any payment, the Contractor shall submit an invoice to the County on a monthly basis requesting payment for services properly rendered and expenses due. The Contractor's invoice shall describe with reasonable particularity: (1) each service rendered; (2) the date when the service was rendered; (3) the time expended, if the Contractor rendered a service for which payment is based on the time expended; and (4) the Person(s) rendering such service. The Contractor's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may reasonably require. Each invoice shall bear the signature of the Contractor, which signature shall constitute the Contractor's representation to the County that: (5) the invoice accurately describes each service for which payment is requested; (6) the services identified in the invoice have been properly and timely performed in compliance with the requirements in this Renewal Agreement; (7) the expenses included in the invoice have been reasonably incurred in compliance with this Renewal Agreement; (8) all services described in the invoice were provided to the public for the purposes set forth herein; (9) all obligations of the Contractor covered by prior invoices have been paid in full; (10) the amount requested by the Contractor is currently due and owing; and (11) the Contractor is not aware of any reason why the amount set forth in the invoice should not be paid by the County. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt from the County of the amount invoiced, all obligations of the Contractor to others, including its consultants and subcontractors, incurred in connection with the work described in the invoice, will be paid in full. The Contractor shall submit invoices to the County at the following address:

Office of Waste Collection
ATTN: Waste Collection Manager
5620 NW 120th Lane
Gainesville, FL 32653

Payments for all sums properly invoiced shall be made in accordance with the provisions of Chapter 218, Part VII, Florida Statutes ("Local Government Prompt Payment Act") and sent to:

WCA of Florida, LLC
5002 SW 41st Boulevard
Gainesville, FL 32608

C. The County's performance and obligation to pay under this Renewal Agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The Contractor acknowledges and agrees that this Renewal Agreement is not a commitment of future appropriations by the County.

XI. DEFAULT AND TERMINATION

A. Events of Default.

Each of the following events, acts, and conditions shall constitute a breach of this Renewal Agreement:

1. The Contractor takes the benefit of any present or future insolvency statute, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of

the United States, or any state thereof, or consents to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property; or,

2. By order or decree of a court, the Contractor shall be adjudged bankrupt, or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of the Contractor seeking its reorganization or the readjustment of its indebtedness under federal bankruptcy laws or under any law or statute of the United States or of any state thereof; provided that, if any such judgment or order is stayed or vacated within sixty (60) calendar days after the entry thereof, any notice of cancellation shall be and become null, void, and of no effect; or,
3. By or pursuant to or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the property of the Contractor, and such possession or control shall continue in effect for a period of sixty (60) calendar days; or,
4. The Contractor shall voluntarily abandon, desert, or discontinue its operations under this Renewal Agreement; or,
5. The Contractor has abandoned, failed, or refused to perform or comply with each and every provision in this Renewal Agreement, or has failed or refused to comply with the lawful instructions of the County Manager relative thereto.

B. Procedures Upon Default by Contractor.

1. The County Manager shall notify the Contractor in writing of any breach. A copy of such written notice shall be mailed to the surety on the performance bond. If within a period of seven (7) calendar days the Contractor has not eliminated the conditions considered to be a breach of this Renewal Agreement, the County Manager shall so notify the County Commission and a public hearing shall be set for a date within fifteen (15) calendar days of such notice. The County Manager shall, not less than five (5) calendar days prior to the date of such hearing, notify the Contractor and the surety of the date and place of the public hearing at which the Contractor shall be required to show cause why the Contractor has not breached the terms of this Renewal Agreement. Should the Contractor fail to appear at the hearing or fail to show cause why it has not breached the terms of this Renewal Agreement, to the satisfaction of the County Commission, the County Commission may declare a default on this Renewal Agreement and notify the Contractor and the surety on the performance bond of such a declaration of default, or authorize the County Manager to take other action.
2. If the Contractor or his or her surety fails to cure such default within two (2) calendar days after the County Commission's final decision, then the County Commission may thereupon declare this Renewal Agreement canceled. Upon such a declaration of default, all payments due the Contractor shall be retained by the County and applied to the completion of the work required under this Renewal Agreement and to damages suffered and expenses incurred by the County by reason of such default, unless the surety on the performance bond shall assume this Renewal Agreement, in which event all payments remaining due to the Contractor at the time of default, less amounts due the County from the Contractor and

less all sums due the County for damages suffered and expenses incurred by reason of such default, shall be due and payable to such surety. Thereafter, such surety shall receive monthly payments equal to those that would have been paid to the Contractor had the Contractor continued to perform under this Renewal Agreement. If such surety fails to exercise such option, (a) the County may complete the work required under this Renewal Agreement or any part hereof, either by day labor or by reletting the Renewal Agreement, (b) the County shall have the right to take possession of and use any or all of the vehicles, materials, equipment, facilities, and property of every kind provided by the Contractor for the performance of this Renewal Agreement and (c) the County may procure other vehicles of the same kinds and to charge the cost of the vehicles to the Contractor, together with the costs incident thereto.

3. In the event the County completes the work required under this Renewal Agreement at a lesser cost than would have been payable to the Contractor under this Renewal Agreement if the same had been fulfilled by the Contractor, then the County shall retain such difference. If the cost to the County is greater, the Contractor shall be liable for and pay the amount for such excess to the County.
4. Except as otherwise provided in this Renewal Agreement, any dispute concerning a question of fact or an interpretation of a requirement of the Renewal Agreement which is not disposed of by mutual consent between the Parties shall be decided by the County Manager, who shall reduce his decision to writing and furnish a copy thereof to the Parties. In connection with any dispute proceeding under this clause, each Party shall be afforded an opportunity to be heard and to offer evidence in support of its view of the facts and interpretation of the Renewal Agreement. The County Manager shall make such explanation as may be necessary to complete, explain, or make definite the provisions of this Renewal Agreement and the County Manager's findings and conclusions shall be final and binding on both Parties. Pending the County Manager's final decision regarding a dispute, the Contractor shall proceed diligently with the performance of its work under the Renewal Agreement in accordance with the preliminary directions of the County Manager.

C. Excuse for Failure to Perform.

1. The Contractor shall be excused from performance in cases of war, insurrection, riot or causes deemed by the County Manager to be beyond the Contractor's control. If the Contractor is unable to resume full or substantial performance within thirty (30) calendar days, the County may terminate this Renewal Agreement by giving the Contractor five (5) calendar days written notice. The parties hereto shall thereafter have no further obligations and liabilities under this Renewal Agreement, except those which arose prior to the date performance was interrupted or suspended. For the purpose of this Section XI.C.1, a strike shall be considered within the control of the Contractor. Relief shall not be granted under this Section XI.C.1 simply because of changing economic conditions, financial hardship, or changes in tax laws.
2. In the event of a breach by the Contractor or excuse of performance under this Section XI.C such that the Contractor is not providing full or substantial performance in the opinion of the County, the County may immediately begin negotiations, execute an agreement, and provide service on a temporary basis with another provider during the

period that cure procedures and/or waiting periods are ongoing, without such actions being deemed a breach of this Renewal Agreement.

D. Default by County.

The Contractor expressly recognizes the paramount right and duty of the County to provide adequate garbage and household trash collection as necessary government functions. The Contractor agrees that if the County invokes the provisions of this Section XI regarding breach by the Contractor, or in the event of a breach by the County, the Contractor will first negotiate in good faith with the County for a resolution of the matter or matters in dispute, failing which, the Contractor will present the matter(s) to a court of competent jurisdiction for resolution. The Contractor's sole remedy in the event of breach by the County shall be specific performance. The Contractor shall not be entitled to suspend its performance under this Renewal Agreement or seek termination of this Renewal Agreement.

E. Termination of Agreement with City.

In the event that the agreement with the City is terminated for any reason, the County may then terminate this Agreement at its convenience.

F. Right to Require Performance.

The failure of either Party at any time to require performance or to exercise any right under any provisions herein shall in no way affect the right of either Party thereafter to enforce the same, nor shall waiver by either Party of any breach of any provision herein waive any succeeding breach of such provisions.

XII. INDEMNIFICATION

The Contractor agrees to protect, defend, indemnify, and hold the County, and its Commissioners, directors, officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees and other expenses and liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind or character in connection with or arising directly or indirectly out the acts, omissions, or negligence of the Contractor, its directors, officers, employees, agents, and subcontractors under the 2009 Agreement or this Renewal Agreement. Without limiting the generality of the foregoing, any and all such claims, including but not limited to personal injury, death, damage to property (including destruction), defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The indemnity hereunder also includes all losses and claims, as described above, that arise or relate to the County's decision to enter into this Renewal Agreement with the Contractor, and/or the Contractor's failure to disclose one or more documents in compliance with the Florida Public Records Law. The Contractor further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if the claims are groundless, false, or fraudulent. The Contractor agrees that indemnification of the County shall extend to any and all work performed by the Contractor, its subcontractors,

employees, agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor's insurance coverage. This indemnification provision shall survive the termination of its Renewal Agreement.

XIII. INSURANCE REQUIREMENTS

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

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

A. Worker's Compensation

The Contractor shall provide and maintain at all times during the term of this Renewal Agreement, at its own expense, Workers Compensation Insurance coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. In addition, the policy shall include employers' liability insurance with a limit of \$100,000 each accident, \$500,000 disease policy limit and \$100,000 disease each employee.

B. Comprehensive General Liability

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

- Minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability.
- Premises and/or operations.
- Independent contractors.
- Products and/or completed operations.
- The contractual coverage shall specify that it covers the hold harmless agreement (Section XII), which is part of this Renewal Agreement.

C. Business Automobile Policy

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

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

- Owned vehicles.
- Hired and non-owned vehicles.
- Employers' non-ownership - The contractual coverage shall specify that it covers the hold harmless agreement (Section XII), which is part of this Renewal Agreement.

D. Umbrella Liability

The Contractor shall provide and maintain at all times during the term of this Renewal Agreement, at its own expense, umbrella liability insurance with minimum limits of \$5,000,000 for Solid Waste collection services, \$1,000,000 for the collection of Recyclable Materials, and \$1,000,000 for Yard Trash collection services to protect the County from any claims arising as a result of such services.

E. Certificate of Insurance

Certificates of all insurance required from the Contractor shall be filed with the County and shall be subject to the County's approval for adequacy and protection. Certificates from the insurance carrier stating the types of coverage provided, limits of liability, and expiration dates, shall be filed in triplicate with the County before operations are commenced under this Renewal Agreement. The required certificates of insurance shall not only name the types of policies provided, but shall also refer specifically to this Renewal Agreement and shall state that such insurance is as required by this Renewal Agreement. If the initial insurance expires prior to the completion of the work, renewal certificates shall be furnished thirty (30) calendar days prior to expiration and shall state that such insurance is as required by this Renewal Agreement.

The Certificate Holder shall be: Alachua County Board of County Commissioners. The Certificates shall be mailed or faxed to:

Ebix
 212 Kent Street
 PO Box 257
 Portland, MI 48875
 Ph. 517-647-1700
 Fax 517-647-7900

F. Minimum Requirements for Insurers

Insurance companies selected by the Contractor are subject to the approval of the County. All of the insurance provided pursuant to this Renewal Agreement must be issued by an insurance company duly authorized and licensed to do business in the State of Florida with an A.M. Best Financial Rating of A+ IX or higher.

G. Other Insurance Requirements

The County reserves the right, but not the obligation, to reject any insurance policies and insurance companies that fail to meet the criteria stated herein. Neither approval by the County of any insurance supplied by the Contractor or a subcontractor, nor a failure to disapprove such insurance, shall relieve the Contractor or any subcontractor of their responsibility for liability, damages, and accidents as set forth herein. The insurance policies required herein shall be the primary coverage for any losses covered by the policies. The Contractor shall confirm that any company issuing insurance pursuant to this Renewal Agreement agrees it has no recourse against the County for payment of premiums or assessments in any form.

XIV. PERFORMANCE BONDS

The Contractor shall procure a Performance Bond and shall maintain such bond in effect at all times during the term of this Renewal Agreement. The Performance Bond shall be in the amount equal to the total amount of compensation anticipated to be due the Contractor for the upcoming fiscal year, as calculated in Section 1.11.1.3.1 of the General and Technical Specifications. The Performance Bond shall be written by a surety company licensed to do business in the State of Florida with an A.M. Best Financial Rating of A+ IX or higher for the most current calendar year available. Any Surety shall be required to have a resident agent in the State of Florida and shall be duly licensed to conduct business therein. The County may waive the requirement for a Florida resident agent if evidence satisfactory to the County is provided that applicable requirements have been met to permit service of process on a state official under State law. The form of the Performance Bond is attached hereto as Exhibit C to the General and Technical Specifications.

XV. INDEPENDENT CONTRACTOR

In the performance of this Renewal Agreement, the Contractor is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Contractor is solely responsible for the means, method, technique, sequence, and procedure utilized by the Contractor in the full performance of the requirements contained in this Renewal Agreement.

XVI. SOVEREIGN IMMUNITY

Nothing in this Renewal Agreement shall be interpreted to mean that the County waives its common law sovereign immunity or the limits on liability established in Section 768.28, Florida Statutes.

XVII. TIMELINESS

The County and the Contractor agree that time is of the essence. All work under this Renewal Agreement shall be performed in an expeditious manner and with the care reasonably expected of a contractor performing the duties set forth herein.

XVIII. MISCELLANEOUS TERMS

A. Construction of Renewal Agreement.

1. Both Parties are represented by legal counsel and they hereby waive any rule of law that would require any doubtful or ambiguous provisions contained herein to be construed against the Party that physically prepared this Renewal Agreement. The rule sometimes referred to as "Fortius Contra Proferentum" shall not be applied to the interpretation of this Renewal Agreement. The parties agree that this Renewal Agreement shall not be

construed more strictly against one Party than against the other merely because one Party prepared the document.

2. In this Renewal Agreement, the words “include” and “including” shall be deemed to be followed by the phrase “without limitation.” References to included matters or items shall be regarded as illustrative only and shall not be interpreted as a limitation on or an exclusive listing of the matters or items referred to.
3. All of the citations herein to the Florida Statutes shall mean and refer to the Florida Statutes as they exist on the Effective Date.

B. Governing Law & Venue. This Renewal Agreement shall be governed by the laws of the State of Florida. Venue for any litigation concerning this Renewal Agreement shall reside solely in the state and federal courts in and for Alachua County.

A. Permits, Laws & Regulations. Prior to commencing performance and throughout the term of this Renewal Agreement, the Contractor shall obtain and maintain, at its own expense, all permits and licenses required by Applicable Law. Upon request, the Contractor shall provide copies of such permits and licenses to the County. The Contractor shall comply with all laws, ordinances, regulations, and requirements applicable to the work required by this Renewal Agreement. The Contractor acknowledges that it is familiar with all Applicable Law that may in any way affect the work outlined in this Renewal Agreement. The Contractor shall be solely liable for any violation of any Applicable Law and all subsequent damages or fines.

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

C. Non-Waiver. The failure of any Party to exercise any right in this Renewal Agreement shall not be considered a waiver of such right. To be effective, any waiver shall be in writing and signed by the Party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Renewal Agreement.

D. Captions & Section Headings. Captions and section headings used herein are for convenience only and shall not be used in construing this Renewal Agreement.

- E. Attachments.** All of the attachments to this Renewal Agreement are incorporated into and made part of this Renewal Agreement by reference.
- F. Counterparts.** This Renewal Agreement may be executed by the Parties in separate counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument.
- G. Severability.** If any provision of this Renewal Agreement is declared void by a court of law, all other provisions shall remain in full force and effect.
- H. Third Party Beneficiaries.** This Renewal Agreement does not create any relationship with, or any rights in favor of, any third party.
- I. Collusion.** By signing this Renewal Agreement, the Contractor declares that this Renewal Agreement is made without any previous understanding, agreement or connections with any Person, contractor or corporation and that this Renewal Agreement is fair, and made in good faith without any outside control, collusion or fraud.
- J. Conflict of Interest.** The Contractor warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Renewal Agreement. The Contractor shall promptly notify the County of any conflict of interest that it becomes aware of or that arises subsequent to the execution of this Renewal Agreement.
- K. Waiver of Jury Trial.** THE COUNTY AND THE CONTRACTOR HEREBY KNOWINGLY, VOLUNTARILY, AND PERMANENTLY WAIVE ANY RIGHT THEY MAY HAVE TO A JURY TRIAL CONCERNING THE PERFORMANCE, INTERPRETATION, APPLICATION, OR ENFORCEMENT OF THIS RENEWAL AGREEMENT.

XIX. RIGHT TO AUDIT

The County shall have the right to review all records maintained by the Contractor on three (3) calendar days written notice. An annual audit of the books and records pertaining to this Renewal Agreement by a duly licensed Florida independent certified public accounting firm shall be presented to the County within ninety (90) calendar days of the close of the fiscal year of such parent company or associated entity on an annual basis throughout the term of the Renewal Agreement and any extension thereof. The statement shall be prepared in such form as to fully disclose all income and expenses properly chargeable to the work performed under the Renewal Agreement as a separate operating entity and in a uniform accounting format required by the County. In addition, a certified annual financial statement of the parent company or associated entity shall be furnished to the County within ninety (90) calendar days of the close of the fiscal year of such parent company or associated entity on an annual basis throughout the term of this Renewal Agreement and any extension thereof.

XX. RIGHT TO INSPECT

The Contractor shall allow the County to inspect the WRH Property, including the Transfer Station on the WRH Property, at any reasonable time.

XXI. PUBLIC RECORDS

A. During the term of this Renewal Agreement, the Contractor shall comply with the Florida Public Records Law, to the extent such law is applicable to the Contractor. If Section 119.0701, Florida Statutes, is applicable, the Contractor shall do the following: Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service; Provide the public with access to the public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost allowed by law; Keep from disclosure those public records that are exempt or confidential; Meet all requirements for retaining public records and upon termination of this Renewal Agreement, transfer, at no cost, all public records to the County, and destroy any duplicate public records that are confidential or exempt from disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

B. The Contractor shall keep and make available to the County for inspection and copying, upon written request by the County, all records in Contractor's possession relating to this Renewal Agreement. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity unless considered Confidential Information. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), Florida Statutes. Any document in the Contractor's possession is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

C. During the term of this Renewal Agreement, the Contractor may claim that some or all of the Contractor's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by the Contractor in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. The Contractor shall clearly identify and mark Confidential Information as "Confidential Information" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Contractor as "Confidential Information."

D. The County shall promptly notify the Contractor in writing of any request received by the County for disclosure of the Contractor's Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. The Contractor shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. The Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the County, at the Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. The Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Renewal Agreement, the provisions of this Section XXI.D

shall continue to survive. The Contractor releases County from all claims and damages related to any disclosure of documents by County.

E. If the Contractor refuses to perform its duties under this Section XXI within 14 calendar days of notification by the County that a demand has been made to disclose the Contractor's Confidential Information, then the Contractor waives its claim that any of its information is Confidential Information, and releases the County from claims or damages related to the subsequent disclosure by County.

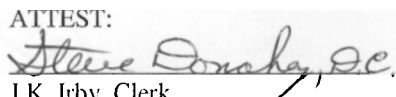
F. If the Contractor fails to comply with the Public Records Law, the Contractor shall be deemed to have breached a material provision of this Renewal Agreement.

XXII. ENTIRE AGREEMENT

This Renewal Agreement constitutes the entire agreement of the parties and supersedes the 2009 Agreement and all other prior written or oral agreements, understandings and representations.

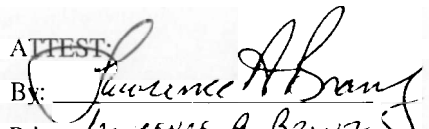
IN WITNESS WHEREOF, the County and the Contractor have caused this Renewal Agreement to be executed for the uses and purposes herein expressed on the day and year first above-written.

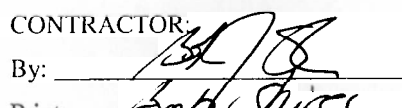
ALACHUA COUNTY, FLORIDA
By: 
Lee Pinkoson, Chair
Board of County Commissioners

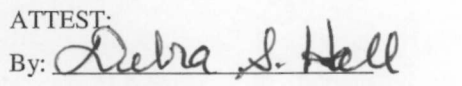
ATTEST:

J.K. Irby, Clerk
(SEAL)

APPROVED AS TO FORM:

Alachua County Attorney's Office

ATTEST:
By: 
Print: LAWRENCE A. BRANZ
Title: REGION CONTROLLER

CONTRACTOR:
By: 
Print: Bob Shires
Title: Region Vice President

ATTEST:
By: 
Print: Debra S Hall
Title: Sales Coordinator

Attachment A to Renewal Agreement

DEFINITIONS

The definitions contained in this Attachment "A" shall control when interpreting this Renewal Agreement. As indicated below, certain words and phrases shall be defined in the manner set forth in Section 1.2 of the General and Technical Specifications, which are contained in Attachment "B" to this Renewal Agreement.

1. "Alachua County Universal Collection Area" shall have the meaning set forth in Section 1.2.51 of the General and Technical Specifications.
2. "Applicable Law" means any local, state, or federal statute, law, constitution, charter, ordinance, judgment, order, decree, permit, rule, regulation, directive, policy, standard or similar binding authority, or a judicial or administrative interpretation of any of the same, which are in effect or are enacted, adopted, promulgated, issued, or enforced by a governmental agency or authority during the term of this Renewal Agreement, and relate or apply in any manner to the performance of the County or Contactor under this Renewal Agreement.
3. "City" shall have the meaning set forth in Section 1.2.7 of the General and Technical Specifications.
4. "CNG" means compressed natural gas.
5. "Commercial Property" shall have the meaning set forth in Section 1.2.9 of the General and Technical Specifications.
6. "Construction and Demolition Debris" shall have the meaning set forth in Section 1.2.11 of the General and Technical Specifications.
7. "County" means, depending on the context, either (a) the geographical area contained in the incorporated and unincorporated portions of Alachua County, Florida or (b) the government of Alachua County, acting through its County Commission, employees, agents, and designees.
8. "County Commission" means the Board of County Commissioners of Alachua County, Florida.
9. "Effective Date" means the date when this Renewal Agreement is signed and duly executed by the County Commission, which shall occur after the Renewal Agreement is signed and duly executed by the Contractor.
10. "Load" means the Solid Waste and other material that comprises the cargo in a vehicle collecting such materials for the Contractor.
11. "Party" means, depending on the context, either the County or the Contractor.
"Parties" means the County and the Contractor.

12. "Person" means any and all persons, natural or artificial, including any individual, firm, partnership, joint venture, or other association, however organized; any municipal or private corporation organized or existing under the laws of the State of Florida or any other state; any county or municipality; and any governmental agency or subdivision of any state or the federal government.
13. "Processing," "Processed" and other variations of the verb "to process" mean any technique designed to change the physical, chemical, or biological character or composition of any Solid Waste so as to render it: safe for transport; amenable to recovery, storage, or recycling; safe for disposal; or reduced in volume or in concentration.
14. "Public Records Law" means Chapter 119 of the Florida Statutes.
15. "Recovered Materials" shall have the meaning set forth in Section 1.2.34 of the General and Technical Specifications.
16. "Recyclable Materials" shall have the meaning set forth in Section 1.2.35 of the General and Technical Specifications.
17. "Residential Collection Service" shall have the meaning set forth in Section 1.2.38 of the General and Technical Specifications.
18. "Residential Solid Waste" shall have the meaning set forth in Section 1.2.41 of the General and Technical Specifications.
19. "Solid Waste" shall have the meaning set forth in Section 1.2.45 of the General and Technical Specifications.
20. "Subscription Area" means the land identified in Exhibit B to the General and Technical Specifications.
21. "Transfer Station" means a facility that is primarily used to store or hold Solid Waste prior to transport to a Processing or disposal facility. The operations at a Transfer Station may include the separation of incidental amounts of Recyclable Materials or unauthorized waste.
22. "Yard Trash" shall have the meaning set forth in Section 1.2.55 of the General and Technical Specifications.

Attachment B to Renewal Agreement

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

January 2014

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

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Exhibit A
 DESCRIPTION OF THE UNIVERSAL CURBSIDE COLLECTION AREA OF UNINCORPORATED
 ALACHUA COUNTY

Exhibit B
 DESCRIPTION OF THE SUBSCRIPTION COLLECTION AREA OF UNINCORPORATED
 ALACHUA COUNTY

Exhibit C
 FORM OF PERFORMANCE BOND

Exhibit D
 SOLID WASTE, RECYCLING AND YARD TRASH UNIT PRICES

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 **“CNG”** means compressed natural gas.

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

1.2.11 **“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.

1.2.12 **“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:

- 1.2.12.1 Clean cardboard, paper, plastic, wood, and metal scraps from a construction project;
 - 1.2.12.2 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
 - 1.2.12.3 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.
- 1.2.13 **“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.
 - 1.2.14 **“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.
 - 1.2.15 **“County”** means the Board of County Commissioners of Alachua County, Florida or an Authorized Representative.
 - 1.2.16 **“County Manager”** means the County Manager of Alachua County, Florida, or the designee of such person.
 - 1.2.17 **“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.
 - 1.2.18 **“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.
 - 1.2.19 **“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.
 - 1.2.20 **“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.
 - 1.2.21 **“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.
 - 1.2.22 **“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*.

- 1.2.23 **“Household Furniture”** means all movable articles or apparatus for equipping a residence, including, but not limited to, chairs, tables, sofas and mattresses.
- 1.2.24 **“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.
- 1.2.25 **“Improper Vehicle”** means any vehicle which is in violation of any provision of this Contract.
- 1.2.26 **“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.
- 1.2.27 **“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.
- 1.2.28 **“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.
- 1.2.29 **“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.
- 1.2.30 **“Load”** means the Solid Waste and other material that comprises the cargo in a vehicle collecting such materials for the Contractor.
- 1.2.31 **“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.
- 1.2.32 **“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.
- 1.2.33 **“Municipal Property”** means all property owned, leased, rented or controlled by the City of Gainesville.
- 1.2.34 **“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.
- 1.2.35 **“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.
- 1.2.36 **“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.
- 1.2.37 **“Recyclable Materials”** means those materials which are capable of being recycled and which would otherwise be processed or disposed of as Solid Waste.

- 1.2.38 **“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.
- 1.2.39 **“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.
- 1.2.40 **“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.
- 1.2.41 **“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.
- 1.2.42 **“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.
- 1.2.43 **“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.
- 1.2.44 **“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.
- 1.2.45 **“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.
- 1.2.46 **“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.
- 1.2.47 **“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.
- 1.2.48 **“Special Service”** means any collection or disposal service provided which exceeds the specifications of this Contract and for which a special charge is applied.
- 1.2.49 **“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.
- 1.2.50 **“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.
- 1.2.51 **“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.

- 1.2.52 “**Subcontractor**” means any person, firm or corporation other than the Contractor supplying labor or materials for Work being performed under these Specifications.
- 1.2.53 “**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.
- 1.2.54 “**Vegetative Matter**” means any plant material.
- 1.2.55 “**White Goods**” means and includes inoperative and discarded refrigerators, ranges, water heaters, freezers, room air conditioners, and other similar domestic and commercial large appliances.
- 1.2.56 “**Work**” means any work, services, materials, parts or equipment furnished under or made a part of the Contract.
- 1.2.57 “**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 in Exhibit A, which is attached hereto and incorporated herein by reference as if set out in full. The Contractor shall not be responsible for the billing and collection of Solid Waste fees from residential customers in the City or the Universal Collection Area of the County. In the non-universal, unincorporated area of the County, as described hereto in Exhibit B (“Subscription Collection Area”) which is attached hereto and incorporated herein by reference as if set out in full, the Contractor shall have the exclusive right to provide residential subscription service. The Contractor shall be responsible for the billing and collection of Solid Waste, 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 by the Contractor 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 any week in which a holiday occurs on a scheduled service day, collection shall be performed 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 any week in which a holiday occurs on 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. E-Waste is currently collected by ARC. If ARC stops providing E-Waste collection, the parties will negotiate for any E-Waste collection.

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 currently uses diesel-fueled trucks and motor vehicles to collect Residential Solid Waste within the County and the City. Within five (5) months after the Effective Date of the Renewal Agreement, the Contractor shall convert all such vehicles to, or replace all such vehicles with, new vehicles that use Compressed Natural Gas (“CNG”) as their primary fuel. However, support vehicles and smaller “pup” trucks shall be replaced or converted within 16 months after the chassis become available from a nationally known and recognized manufacturer of collection equipment for using CNG with such vehicles. The vehicles used by the Contractor to collect Recyclable Materials shall be replaced with CNG-fired vehicles within sixteen (16) months after the City and County provide written notice to the Contractor concerning the type of vehicles they desire for the collection of Recyclable Materials. The Contractor shall provide monthly reports to the County and the City concerning the Contractor’s efforts to replace or convert its vehicles to CNG-fired vehicles. If the Contractor fails to convert all of its vehicles used for the collection of Residential Solid Waste and Yard Trash to vehicles operating on CNG within five (5) months after the Effective Date of the Renewal Agreement, the County may withhold liquidated damages from the County’s payments to the Contractor, in accordance with the provisions in Section 1.14.5.1.20, below (“Using improper vehicles without City or County consent”). The liquidated damages shall apply to each vehicle that the Contractor fails to convert in a timely manner, as required herein. Thereafter, each week of delay shall result in the assessment of new liquidated damages for each vehicle.

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 any 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 all residents of the curbside collection areas. Each cart shall have an attached lid and embossed serial number. 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 carts replaced or added to the Contractor’s inventory after the Effective Date shall be new and shall be equipped with radio-frequency identification tags. For the duration of the Renewal Agreement, the appropriate Manager shall approve any change in type or color of the carts. 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 the assembly, 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 subject to any conditions or deductions provided under the Renewal Agreement (Exhibit D). Exhibit D is incorporated herein by reference as a part of these General and Technical Specifications. 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 residents with carts within eight (8) calendar days of receipt of request. The Contractor shall repair or replace all carts having damaged wheels, lids or other damage, and shall replace 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 Contractor’s 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 requests for 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 After a cart is delivered to a resident, the Contractor shall collect all of the Solid Waste placed in the cart, as well as the Solid Waste placed outside of the cart (*i.e.*, excess waste), provided such excess waste is placed in special bags approved by the City and the County. The bags (Official Yellow Bags) will be available at grocery stores and other retail outlets 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 waste. Compensation to the Contractor will be paid annually and shall be based on the total number of bags sold during the previous fiscal year ending September 30.

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. Roll-off boxes for the "Annual Great American Cleanup" and for the four "City Neighborhood Cleanups" shall be provided to the City free of charge.

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.). Roll-off boxes for the "Annual Great American Cleanup" and for the four "City Neighborhood Cleanups" shall be provided to the City free of charge.

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 shall 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 may, but is not required to 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.

1.10.1.1.3 Contractor shall maintain a business office in Alachua County, Florida staffed and open during regular business hours.

- 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 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 billing procedures shall be as established in the Amended Agreement.

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 from October 1, 2009 through September 30, 2014. There will be a six percent (6%) increase in the rates effective October 1, 2014 and another six percent (6%) increase effective October 1, 2018. If there is an extension of the Renewal Agreement beyond September 30, 2021, the proposed 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 service fee for the use of compressed natural gas, in accordance with the Negotiated Solid Waste, Recycling and Yard Trash Unit Prices, which are contained in Exhibit D to these General and Technical Specifications.

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.

1.11.1.6 Fuel Adjustment

1.11.1.6.1 There shall be no fuel adjustment surcharge, even if there are increases in the Contractor's fuel costs.

1.11.1.7 Level and Type of Service for Collection of Other Wastes

1.11.1.7.1 If the Contractor agrees to collect Special Wastes, Infectious Waste, Hazardous Waste, Biomedical Waste, Biological Waste or Sludge for a customer, 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.

1.11.1.8 Sales, Service and Other Taxes

1.11.1.8.1 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 10th 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.

ATTACHMENT C to Renewal Agreement

Parcel 1:

A tract of land situated in the Gary Grant, Township 10 South, Range 19 East, Alachua County, Florida, said tract of land being more particularly described as follows:

Commence at the Northwest corner of the Gary Grant, Township 10 South, Range 19 East, and run South $39^{\circ} 44'41''$ East, 1195.21 feet; thence run North $83^{\circ} 57'50''$ East, 3803.72 feet; thence run South $14^{\circ} 41'23''$ West, 247.20 feet; thence run North $49^{\circ} 57'21''$ East, 947.10 feet; thence run South $10^{\circ} 10'42''$ East, 200.00 feet to the Point of Beginning; thence run North $63^{\circ} 26'37''$ East, 660.25 feet to the Westerly right of way line of S.W. 41st Boulevard (100 foot right of way); thence run South $21^{\circ} 43'34''$ East along said Westerly right of way line, 230.00 feet; thence run South $54^{\circ} 03'59''$ West, 754.45 feet; thence run North $10^{\circ} 10'42''$ West, 367.00 feet to the Point of Beginning.

Parcel 2:

A tract of land situated in the Gary Grant, Township 10 South, Range 19 East, Alachua County, Florida, said tract of land being more particularly described as follows:

Commence at the Northwest corner of the Gary Grant, Township 10 South, Range 19 East and run thence South $39^{\circ} 44'41''$ East, 1195.21 feet; thence run North $83^{\circ} 57'50''$ East, 3803.72 feet; thence run South $14^{\circ} 41'23''$ West, 247.20 feet; thence run North $49^{\circ} 57'21''$ East, 947.10 feet; thence run South $10^{\circ} 10'42''$ East, 567.00 feet; thence run North $54^{\circ} 03'59''$ East, 373.44 feet to the Point of Beginning; thence continue North $54^{\circ} 03'59''$ East, 381.01 feet to the Westerly right of way line of S.W. 41st Boulevard; thence run South $21^{\circ} 43'34''$ East along said right of way line, 139.98 feet; thence run Southeasterly with a curve concave Northeasterly, said curve having a central angle of $02^{\circ} 04'58''$, a radius of 2341.83 feet, an arc length of 85.13 feet and a chord bearing and distance of South $22^{\circ} 46'03''$ East, 85.13 feet; thence run South $53^{\circ} 48'44''$ West, 327.27 feet; thence run North $35^{\circ} 56'01''$ West, 220.04 feet to the Point of Beginning.

Parcel 3:

A tract of land lying in the Gary Grant, Township 10 South, Range 19 East, Alachua County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the G.I.F. Clark Grant as shown on plat recorded in Plat Book A, Page 114, Public Records of Alachua County, Florida and thence run North $2^{\circ} 01'31''$ East, a distance of 266.63 feet; thence run North $50^{\circ} 03'47''$ East, a distance of 947.01 feet to a concrete monument; thence run South $10^{\circ} 10'42''$ East, a distance of 200.00 feet to a concrete monument at the Northwest corner of lands described in Official Records Book 2111, Page 2779, Public Records of Alachua County, Florida and the Point of Beginning; thence run North $63^{\circ} 25'26''$ East along the North line of said lands, a distance of 660.21 feet to a concrete monument on the West right of way line of S.W. 41st Boulevard; thence run North $21^{\circ} 46'45''$ West along said right of way line, a distance of 192.54 feet to a concrete monument; thence South $63^{\circ} 25'26''$ West, a distance of 619.85 feet to a concrete monument; thence South $10^{\circ} 10'42''$ East, a distance of 200.00 feet to the Point of Beginning.

Parcel 4:

A tract of land lying in the Gary Grant, Township 10 South, Range 19 East, Alachua County, Florida, described as follows:

Commence at the Northeast corner of the G.I.F. Clark Grant as shown on plat recorded in Plat Book A, Page 114, of the Public Records of Alachua County, Florida; and run North 02° 01'17" East, a distance of 266.80 feet; thence North 49° 57'21" East along the Northerly line of lands described in Official Records Book 1736, Page 2672, a distance of 449.26 feet to the Point of Beginning; thence continuing North 49° 57'21" East along said line, a distance of 498.49 feet to the Northeastly corner of said tract; thence South 10° 10'42" East along the Easterly line of said tract, a distance of 566.90 feet; thence South 54° 02'58" West, a distance of 217.93 feet; thence North 39° 54'06" West parallel to the East line of said Clark Grant, a distance of 476.06 feet to the Point of Beginning.

EXHIBIT A TO GENERAL AND TECHNICAL SPECIFICATIONS

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 COLLECTION AREA

<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 I
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 st 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 42nd Terrace, 43rd Drive & 80th 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 75th & 77th Streets (15 Parcels)

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

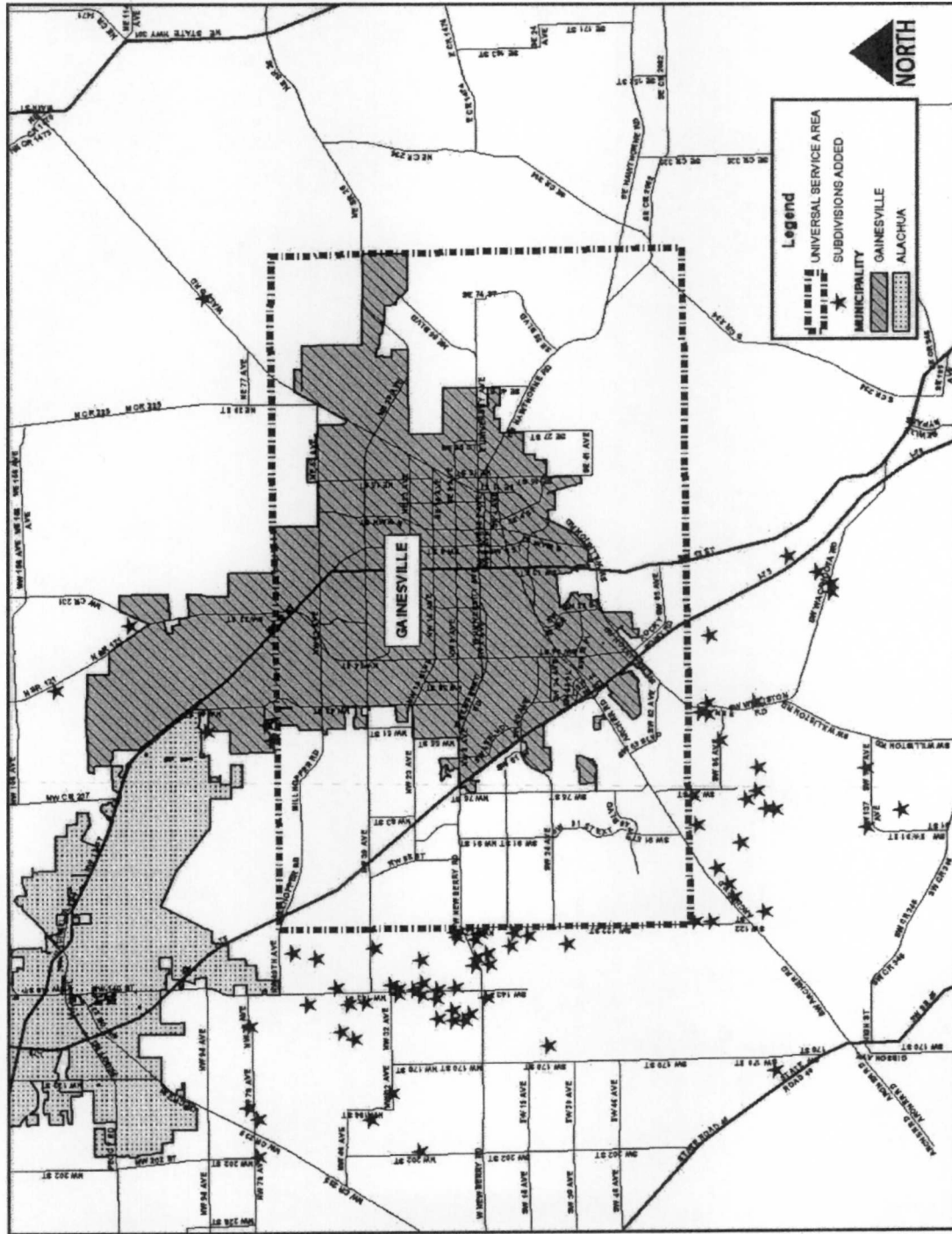


EXHIBIT B TO GENERAL AND TECHNICAL SPECIFICATIONS

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.

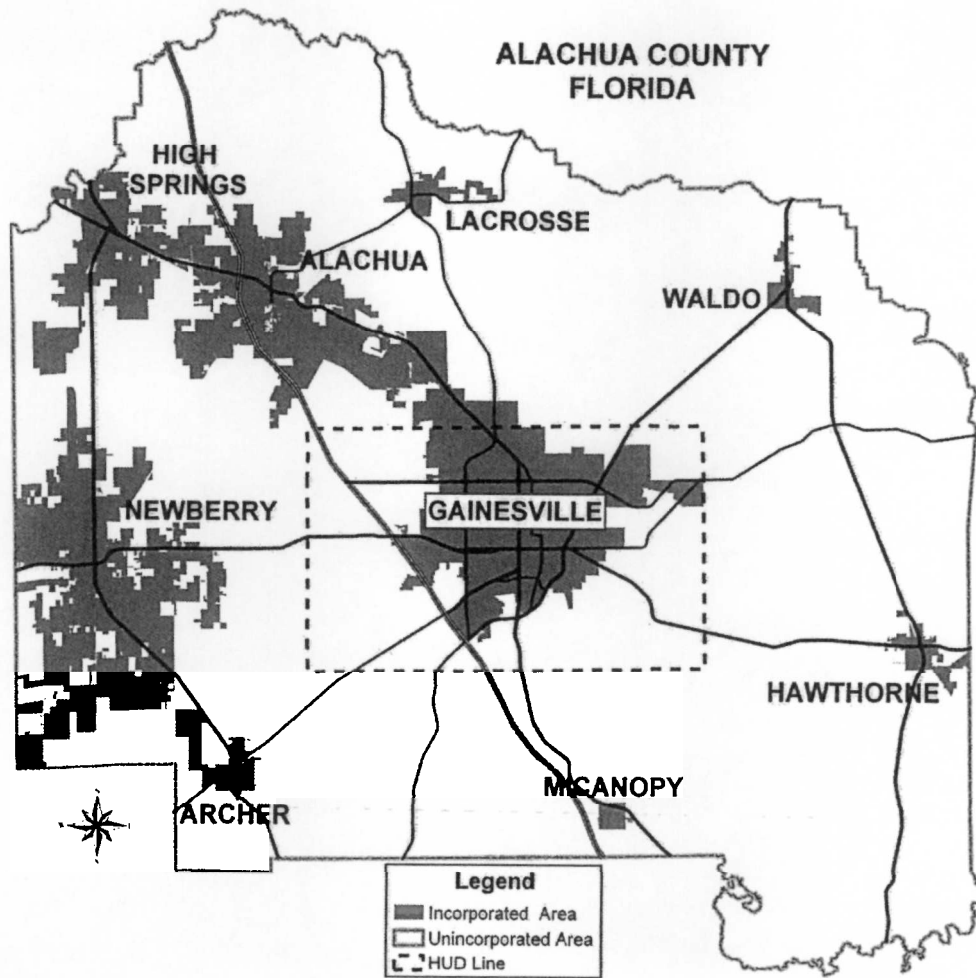


Exhibit C to General and Technical Specifications
Form of Performance Bond

PERFORMANCE BOND

CONTRACTOR (PRINCIPAL)

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

SURETY

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

OWNER (OBLIGEE)

NAME: Alachua County Board of County Commissioners

PRINCIPAL BUSINESS ADDRESS: 12 S.E. First Street, Gainesville, Florida 32601

TELEPHONE NUMBER: 352-374-5204

CONTRACT DETAILS

DATE EXECUTED:

AMOUNT:

GENERAL DESCRIPTION:

STREET ADDRESS OF PROJECT:

PO #, RFP, OR BID #:

BOND

BOND NUMBER:

DATE:

AMOUNT:

KNOW ALL MEN BY THESE PRESENTS:

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to the Board of County Commissioners of Alachua County, Florida, as Obligee, hereinafter called the County, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a contract, identified above, with County, which contract documents are by reference made a part hereof, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

1. performs the Contract between Contractor and County, at the times and in the manner prescribed in the Contract; and
 2. pays County all losses, damages, including liquidated damages and damages caused by delay, expenses, costs and attorneys fees including appellate proceedings, that County sustains as a result of default by Contractor under the Contract; and
 3. performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract;
- then THIS BOND IS VOID, OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.

Whenever Contractor shall be, and is declared by County to be, in default under the Contract, and County having performed County's obligations there under, the Surety may promptly remedy the default, or shall promptly:

1. complete the Contract in accordance with its terms and conditions; or
2. obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if County elects, upon determination by County and Surety jointly of the lowest responsible bidder, arrange for a contract between such Bidder and County, and make available as work progresses sufficient funds, paid to County, to pay the cost of completion and other costs and damages for which the Surety may be liable hereunder.

No right of action shall accrue on this bond to or for the use of any person or corporation other than County named herein.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other Work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to Work or to the specifications.

This instrument shall be construed in all respects as a common law bond. It is expressly understood that the time provisions and statute of limitations under Section 255.05, Florida Statutes, shall not apply to this bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by Obligee.

Signed and sealed this _____ day of _____, 20_____.

CONTRACTOR (PRINCIPAL)

Signed, sealed and delivered
in the presence of:

Witnesses as to Contractor

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____,
200__, by _____, as _____ of
_____, a _____ corporation, on behalf of the
corporation. He/she is personally known to me **OR** has produced _____ as
identification.

Notary Public (Signature) _____

Printed Name _____ My Commission Expires: _____

(AFFIX NOTARY SEAL)

SURETY

SIGNATURE: _____ SEAL

PRINTED NAME AND TITLE: _____ ATTORNEY IN FACT

EXHIBIT D TO GENERAL AND TECHNICAL SPECIFICATIONS

NEGOTIATED
Solid Waste, Recycling and Yard Trash Unit Prices
Alachua County and City of Gainesville with Routes Maximized
4 Day Collection Schedule

City & County -All rates to be expressed as cost per household per month
City & County Curbside Area (Collection Routes are Blended for Maximum Efficiency):

The following unit prices will be unchanged until Oct. 1, 2014 when there will be a one-time increase of 6% for FY'15 through FY'18; and Oct. 1, 2018 when there will be a one-time increase of 6% for FY'19 through FY'21.

Solid Waste -- Curbside				
	20 gal.	35 gal.	64 gal.	96 gal.
Collection	\$3.90	\$4.00	\$4.50	\$4.95
Recycling Collection		Yard Trash unlimited Collection		
\$2.55		\$3.75		

Additional Services

Alternative fuels (all collections):	\$ 0.10	per household per month
Fuel type	<u>CNG</u>	
Backdoor Collection:		
Solid Waste	\$9.50	per household per month
Recycling	\$ 7.25	per household per month
Per Bag Collection	\$ 0.75	per Official Yellow Bag
Cart Delivery & Maintenance	\$ 1.00	per household per. month
Cart Exchange	\$12.00	per Service Change Delivery
Special Services	\$45.00	for first 15 minutes
	\$ 1.00	per additional minute
Neighborhood Cleanups	\$88.00	per hour/ per truck
<u>COUNTY ONLY:</u> Pup Trucks	\$ 2.00	per household per month
<u>CITY ONLY:</u> Special Events	\$88.00	per hour, per truck
Municipal Services		
Commercial FEL Containers	\$ 4.10	per collection per cubic yard, based on \$51.10 / ton disposal fee
Cardboard FEL Containers	\$ 2.50	per collection per cubic yard
Hand Stops- Solid Waste	\$ 7.00	per collection per stop, based on \$51.10 / ton disposal fee
Hand Stops - Recycling	\$ 5.00	per collection per stop, Contractor to decontaminate
Roll-off Containers	\$99.00	per pull (haul), disposal not included

EXHIBIT D TO GENERAL AND TECHNICAL SPECIFICATIONS

**Negotiated
Solid Waste, Recycling and Yard Trash Unit Prices
for Alachua County Subscription Area
5 Day Collection Schedule**

The following unit prices will be unchanged until October 1, 2014 when there will be a one-time increase of 6% for FY'15 through FY'18 and there will be an additional increase of 6% for FY'19 through FY'21.

Curbside Collection Services	Rate
<hr/>	
Solid Waste (by cart size)	
20 gallon	\$ 12.18 per household per month
35 gallon	\$ 12.38 per household per month
64 gallon	\$ 12.58 per household per month
96 gallon	\$ 13.20 per household per month
Recycling	\$ 3.50 per household per month
<hr/>	
Additional Services	Rate
Alternative Fuels (CNG)	\$ 0.10 per household per month
Backdoor Collection:	
Solid Waste	\$ 25.25
Recycling	\$ 10.75 per household per month
Extra Bag Collection	\$ 0.75 per Official Yellow Bag
Cart Delivery & Maintenance	\$ 1.00 per household per month
Cart Exchange*	\$ 12.00 per Service Change Delivery
Special Services	\$ 45.00 for first 15 minutes
	\$ 1.00 per additional minute

* Cart Exchange fee may be charged to subscriber for redelivery of cart following stop service collection of cart by Contractor for non payment.



Alachua County Agenda

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

April 22, 2014 Regular BoCC Meeting
Agenda Item #16

Title

Solid Waste: Curbside Collection Contract (Amended)

Amount

N/A

Description

Request approval of the Solid Waste, Recyclable Materials and Yard Trash Collection Renewal Agreement between Alachua County and WCA of Florida, LLC.

Recommendation

Approve the Solid Waste, Recyclable Materials and Yard Trash Collection Renewal Agreement with WCA.

Alternative(s)

Do not approve the renewal agreement and continue with the terms of the current agreement until it expires. This will discontinue the twenty (20) year joint curbside collection partnership with the City of Gainesville.

Requested By

David Cerlanek, 352-374-5245

Originating Department

Public Works

Attachment(s) Description

Declaration of Covenants, Conditions and Restrictions, Curbside Collection Renewal Agreement, Commercial Solid Waste Disposal Agreement

Documents Requiring Action

Solid Waste, Recyclable Materials and Yard Trash Collection Renewal Agreement

Executive Summary

On December 11, 2012, the Board heard a staff presentation on the proposal offered by WCA. Staff worked with the City of Gainesville and WCA representatives to analyze the proposal and on July 9, 2013, the Board directed staff to negotiate with WCA. Staff worked with the City of Gainesville and WCA representatives to agree upon the following for the curbside collection agreement: 1) Conversion of WCA waste collection vehicles from diesel fuel to compressed natural gas (CNG). 2) Eliminate the diesel fuel surcharge authorized under the current agreement at a savings of approximately \$240,000 per year. 3) Reduce the scheduled rate increase in the current agreement from 8% to 6% at an estimated savings of \$64,000 per year. 4) A flat rate increase of \$0.10 per household per month. Approximately \$27,000 per year. 5) Extend the term by five (5) years, from 2016 to 2021. 6) Minor changes to improve operational efficiencies. In addition to the terms of the curbside contract, WCA has agreed to: 1) A restrictive covenant to permanently restrict the use of the WCA transfer station located on Fred Bear Drive. This deed restriction limits the use of the WCA transfer station to processing of construction and demolition debris only and terminates the use of the facility to process municipal solid waste (MSW). 2) To deliver all MSW collected by WCA to the County's Leveda Brown Environmental Park and Transfer Station (LBEP). This results in an estimated

annual savings of \$247,000 for the operation of the LBEP, which will help to stabilize tipping fees. 3) Develop a publicly accessible CNG fueling station. 4) To purchase CNG from Gainesville Regional Utilities. This contract extension was made contingent upon the City of Gainesville Commission approval of a reciprocal curbside agreement, the conversion of the WCA fleet to CNG and an executed deed restriction for the WCA transfer station. These contingencies have been met. The City of Gainesville entered into a curbside agreement with WCA on January 28, 2014.

Background

Since 1994, Alachua County and the City of Gainesville have worked together to secure solid waste and recycling collection services for both entities. Subsequently, there were joint negotiations for contract extensions for both the County and City curbside collection contracts in 1999 and 2004. In 2009, Alachua County and the City of Gainesville issued and awarded a joint RFP for curbside collection services. On September 22, 2009, the County entered into an agreement with EWS Central Florida Hauling, LLC (now WCA of Florida, LLC.) for solid waste, recyclable materials and yard trash collection, effective October 1, 2009 through September 30, 2016. The City of Gainesville also entered into a reciprocal agreement with WCA in September 2009. In addition, the City and the County have an interlocal agreement detailing the shared goals for the solid waste system which runs through the length of the curbside agreement. The Solid Waste, Recyclable Materials and Yard Trash Collection Agreement between Alachua County and WCA of Florida, LLC expires September 30, 2016. The agreement contains a provision to renew the agreement for two (2) additional five (5) year terms. In the joint RFP, issued in 2009, the County and City of Gainesville asked prospective vendors to submit a proposal for utilizing alternative fuel collection vehicles. This alternative was determined not to be feasible at the time.

Issues

Issues associated with a contract extension at this time: 1) The City of Gainesville executed an extension in January 2014. To not enter into a reciprocal agreement may jeopardize the long-term solid waste partnership with the City. 2) There will always be volatility in the cost of any fossil fuel, which could result in higher diesel fuel surcharge costs. 3) Without a competitive bid process there is not an opportunity to directly evaluate the current market conditions. 4) Although not directly associated with the curbside contract, without a deed restriction on the use of the WCA Fred Bear Drive transfer station and guaranteed delivery of all waste to the Leveda Brown transfer station, the County solid waste system faces the threat of financial compromise. This could result in higher costs for the curbside customer and all other users of the solid waste system.

Fiscal Recommendation

Approve the negotiated renewal agreement with WCA for a five (5) year extension of the curbside solid waste and recycling collection agreement.

Fiscal Alternative(s)

Approve the negotiated renewal agreement with WCA for a five (5) year extension of the curbside solid waste and recycling collection agreement.

Funding Sources

Solid Waste MSBU Fund

Account Code(s)

148-7600-534.43-50

Attachment: [Alachua WCA Disposal Agreement 2014.pdf](#)

Attachment: [2014 WCA Declaration SIGNED.pdf](#)

Attachment: [WCA Yard Trash Renewal Final.pdf](#)