

**Exclusive Franchise Agreement**  
**between**  
**Alachua County, Florida**  
**and**  
**GFL Solid Waste Southeast, LLC**  
**for the Collection of**  
**Solid Waste and Recyclable Materials**  
**RFP No. 24-26, NO. 13862**

# Exclusive Franchise Agreement

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## **EXCLUSIVE FRANCHISE AGREEMENT**

This Exclusive Franchise Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 ("Effective Date") by and between Alachua County, Florida ("County"), a charter county and political subdivision of the State of Florida, and GFL Solid Waste Southeast, LLC ("Contractor"), a Foreign Limited Liability Company.

### **RECITALS**

WHEREAS, the County issued a request for proposals ("RFP") (County RFP No. 24-26-TW) for the Collection of certain types of Solid Waste and Recyclable Materials that are generated in the County; and

WHEREAS, the Contractor submitted a proposal in response to the County's RFP; and

WHEREAS, the County has relied upon the proposal and other information provided by the Contractor concerning the Contractor's experience and ability to provide Collection Services to the County; and

WHEREAS, after evaluating all of the proposals that were submitted in response to the County's RFP, the County Commission ("Commission") finds that the Contractor has submitted the best proposal; and

WHEREAS, the County wishes to use and the Contractor wishes to provide the Contractor's services for the Collection of Solid Waste and Recyclable Materials, subject to the terms and conditions contained in this Agreement; and

WHEREAS, the Commission finds that granting an exclusive franchise to the Contractor, subject to the terms and conditions contained in this Agreement, is in the public interest and will protect the public health, safety, and welfare; and

WHEREAS, the Commission finds that the franchise granted herein properly balances (a) the Commission's desire to provide excellent, environmentally-sound Collection Services to the County's residents and (b) the Commission's desire to minimize the cost of such services.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and the mutual benefits provided hereunder, the receipt and sufficiency of which are hereby acknowledged, the County and the Contractor agree that they shall be bound by and shall comply with the following provisions of this Agreement:

## 1. DEFINITIONS

The capitalized words and phrases in this Agreement are defined in this Section 1. The definitions contained in this Section 1 shall be used when interpreting this Agreement. If a word or phrase is not defined in this Agreement, the definition of such word or phrase in the County's Ordinances shall apply. In the event that a definition contained herein conflicts with a similar definition in a federal, state or local law, including but not limited to the Ordinances, the definition herein shall prevail when construing this Agreement. If the definition of a word or phrase in this Agreement is inconsistent with the definition of the same word or phrase in Section 403.703, Florida Statutes, the definition in Section 403.703 shall prevail, but only to the extent necessary to resolve the conflict between the two (2) definitions.

**1.1 Administrator** shall mean the County's contract administrator under this Agreement. The Administrator shall be a County employee designated by the Manager to be the County's official representative in routine discussions with the Contractor regarding this Agreement.

**1.2 Advertising** shall mean any written communication for the purpose of promoting a product or service. The Contractor's name and telephone number, and other information provided in the manner specified in this Agreement, is not Advertising.

**1.3 Agreement** shall mean this Exclusive Franchise Agreement between the County and the Contractor.

**1.4 Applicable Law** shall mean 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 is in effect or is enacted, adopted, promulgated, issued or enforced by a governmental body during the term of this Agreement, and relates in any manner to the performance of the County or the Contractor under this Agreement.

**1.5 Automated Collection Service** shall mean the Collection of Garbage and Rubbish in a Garbage Cart using fully automated equipment (e.g., a side-loading Collection Vehicle that is manned with a driver only) or semi-automated equipment (e.g., a rear-loading Collection Vehicle that is equipped with a hydraulic "tipper," a driver, and a crew of one or two people).

**1.6 Biomedical Waste** shall mean any solid or liquid waste which may present a threat of infection to humans, including non-liquid tissue, body parts, blood, blood products, and body fluids from humans and other primates; laboratory and veterinary wastes which contain human disease-causing agents; discarded sharps; and absorbent materials saturated with blood or body fluids.

**1.7 Bulky Waste** shall mean a large item that (a) is discarded by a Customer on their own Property as a result of normal housekeeping activities on that property, (b) cannot be placed in a Garbage Cart because of its size, shape or weight, and (c) is not Yard Waste or Land Clearing Debris. Bulky Waste includes furniture, mattresses, fixtures, sinks, toilets, ladders, large pieces of carpet, and construction debris from small "do-it-yourself" projects.

**1.8 Certificate of Occupancy** shall mean a document issued by the County certifying that a newly constructed or renovated building complies with the County's specifications and is suitable for use.

**1.9 Change in Law** shall mean the adoption, promulgation, or modification of any Applicable Law after the Effective Date that directly and substantially affects the Contractor's or County's ability to perform

under this Agreement. A Change in Law does not include a change in any tax law or workers' compensation law.

**1.10 Collection** shall mean the process of picking up Solid Waste (e.g., Garbage, Rubbish, Bulky Waste, White Goods, and Yard Waste) and Program Materials from a Person that generates such waste and materials, and then transporting and delivering the Solid Waste and Program Materials to a Designated Facility.

**1.11 Collection Container** shall mean Garbage Carts, Recycling Containers, and Mechanical Containers that comply with the standard specifications for containers used in the Solid Waste industry, as determined by the Administrator.

**1.12 Collection Plan** shall mean the Contractor's written plan for providing Collection Service in compliance with the requirements in this Agreement, as described in Section 25, below.

**1.13 Collection Service** shall mean one or more of the services provided by the Contractor for the Collection of Solid Waste and Recyclable Materials pursuant to this Agreement. Collection Service includes Curbside Residential Collection Service, Multi-Family Collection Service, Commercial Collection Service, Special Collection Service, and Collection Service provided to the County.

**1.14 Commencement Date** shall mean the date when the Contractor shall begin providing Collection Services pursuant to this Agreement. The Commercial Commencement Date is October 1, 2023. The Residential Commencement Date is October 1, 2026.

**1.15 Commercial Collection Service** shall mean the Collection of Commercial Waste from a Commercial Customer. Commercial Collection Service also includes the Collection of Source Separated Recyclable Materials from a Commercial Customer if the Customer requests such service. Commercial Collection Service includes: (a) the rental of Mechanical Containers; (b) opening and closing doors and gates to access Collection Containers; (c) rolling out and returning Collection Containers on the Customer's site; (d) exchanging Collection Containers; (e) locking and unlocking Mechanical Containers; (f) supplying locks and locking mechanisms for Mechanical Containers; and (g) other services required for the proper use and maintenance of Collection Containers used by Commercial Customers.

**1.16 Commercial Commencement Date** shall mean October 1, 2023, which is the date when the Contractor shall begin providing Collection Services to each Commercial Customer and Multi-Family Complex in the Service Area.

**1.17 Commercial Customer** shall mean any Person that owns or occupies Commercial Property and receives or should receive Commercial Collection Service from the Contractor pursuant to this Agreement.

**1.18 Commercial Property** shall mean real property that is located in the Service Area and not classified as Residential Property. Commercial Property includes property used primarily for: (a) commercial purposes, such as hotels, motels, stores, restaurants, business offices, theaters, and service stations; (b) institutional purposes, such as governmental offices, churches, hospitals, and schools; and (c) not-for-profit organizations. Commercial Property also includes industrial property, as well as vacant land that is not classified as Improved Property. Notwithstanding the foregoing, Commercial Property does not include any Dwelling Unit that is 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.

**1.19 Commercial Waste** shall mean Garbage and Rubbish generated on Commercial Property. Commercial Waste does not include Bulky Waste, White Goods, Yard Waste, or Land Clearing Debris.

- 1.20 Commission** shall mean the Board of County Commissioners of Alachua County.
- 1.21 Community Events** shall mean parades, festivals, and other civic events that are designated as Community Events by the Administrator pursuant to Section 8.1, below.
- 1.22 Compactor** shall mean a stationary or mobile mechanism that is used to compress and densify Solid Waste in a Mechanical Container.
- 1.23 Construction and Demolition Debris** shall have the meaning set forth in Section 403.703(6), Florida Statutes. In general, Construction and Demolition Debris means discarded materials generally considered to be not water soluble and non-hazardous in nature, including, but not limited to steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, resulting from the construction, destruction, or renovation of a structure.
- 1.24 Consumer Price Index (CPI)** shall mean the “CPI for All Urban Consumers, garbage and trash collection, U.S. County average, Base Period 1983 = 100 (Series ID CUSR0000SEHG02),” as published by the U.S. Department of Labor, Bureau of Labor Statistics, or a successor agency.
- 1.25 Contaminated Recyclable Material** shall mean Recyclable Material that is mixed or otherwise comingled with Non-Conforming Material (e.g., Garbage) in quantities that exceed the thresholds in this Section 1.25. The contents of a Recycling Container or a Load of Recyclable Material shall be deemed to be Contaminated Recyclable Material if: (a) the contents contain Biomedical Waste, Hazardous Material, or Radioactive Waste; (b) more than ten percent (10%) of the contents is Non-Conforming Material; or (c) comingled Program Materials contain more than five percent (5%) Fiber Products. With regard to Recycling Containers used to collect Fiber Products and with regard to Loads of Fiber Products, the contents of the container or Load shall be deemed to be Contaminated Recyclable Material if more than five percent (5%) of the contents is Non-Conforming Material.
- 1.26 Contingency Plan** shall mean the Contractor’s plan for avoiding an interruption in Collection Service in the event that an emergency, disaster, equipment breakdown, or other situation upsets the Contractor’s normal operations, renders the Contractor’s operations yard or equipment unusable, or prevents the Contractor’s drivers from reporting for work.
- 1.27 Contractor** shall mean GFL Solid Waste Southeast, LLC.
- 1.28 County** shall mean, depending on the context, either (a) the geographic area contained within the boundaries of unincorporated Alachua County, Florida, or (b) the government of Alachua County, Florida, acting through the Commission or the Commission’s designees.
- 1.29 County Indemnified Parties** shall mean the County, the Commission and each of its members, and every agent, officer, official, servant, and employee of the County.
- 1.30 County’s RFP** shall mean the County’s Request for Proposals (RFP No. 2023-YYY) that resulted in the award of this Agreement to the Contractor
- 1.31 Curbside** shall mean a location adjacent to a road or right-of-way that abuts a Customer’s property and provides access for the Contractor’s Collection vehicles. If there is no public access to the Customer’s property, Curbside shall mean a location that is adjacent to a public or private roadway where the Contractor may lawfully gain access and provide Collection Service to the Customer. In all cases, the adjacent location shall be within four (4) feet of the curb or the edge of the road.

**1.32 Curbside Customer** shall mean a Person or Dwelling Unit that receives or is entitled to receive Curbside Residential Collection Service.

**1.33 Curbside Residential Collection Service** shall mean the Collection of Garbage, Rubbish, Yard Waste, Bulky Waste, White Goods, and Source Separated Recyclable Materials at Curbside from a Curbside Residential Dwelling.

**1.34 Curbside Residential Dwelling** shall mean a single family Dwelling Unit, or a Multi-Family Dwelling containing less than ten (10) Dwelling Units, that is located within the Universal Collection Area.

**1.35 Customer** shall mean a Person that uses or is entitled to use one or more of the Contractor's Collection Services under this Agreement. For example, a Customer may be a Curbside Customer, a Commercial Customer, or a Multi-Family Customer.

**1.36 Designated Facility** shall mean a facility designated by the County Manager for the Recycling or disposal of the Solid Waste and Source Separated Recyclable Materials collected pursuant to this Agreement.

**1.37 Disaster Debris** shall mean debris that: (a) is produced or generated by a natural or human event, which is declared an emergency or disaster by the federal, state, or County government; and (b) requires special collection by a vendor secured under a Disaster Debris Contract. Disaster Debris includes Yard Waste, Construction and Demolition Debris, White Goods, and Bulky Waste that is generated by such disaster.

**1.38 Disaster Debris Contract** shall mean the County's contract(s) with one or more contractors for removing, transporting, processing, disposing, or Recycling of Disaster Debris.

**1.39 District Manager** shall mean the senior employee designated by the Contractor as the Contractor's primary representative with regard to matters involving this Agreement.

**1.40 Dwelling Unit** shall mean any type of structure or building, or a portion thereof, intended for or capable of being used for residential living. A Dwelling Unit includes a room or rooms constituting a separate, independent living area with a kitchen or cooking facilities, a separate entrance, and bathroom facilities, which are physically separated from other Dwelling Units, whether located in the same structure or in separate structures. However, a room in a licensed hotel or motel is not a Dwelling Unit.

**1.41 Effective Date** shall mean the date when this Agreement is signed and duly executed by the Commission or its designee, which shall occur after the Agreement is signed and duly executed by the Contractor.

**1.42 Electronic Equipment** shall mean large electronic devices that have been discarded, including but not limited to computers, monitors, televisions, cathode ray tubes, printers, scanners, and copying machines.

**1.43 Exempt Waste** shall mean materials that are exempt from the Contractor's exclusive franchise under this Agreement.

**1.44 Fiber Products** shall mean newspapers (including inserts), magazines, catalogs, telephone books, corrugated cardboard, Mixed Paper, Office Paper, kraft paper bags, and other similar items.

**1.45 Field Supervisor** shall mean the Contractor's employee(s) responsible for directly supervising the Contractor's Collection Services in the County on a daily basis.

**1.46 Force Majeure** shall mean the following events or circumstances, but only to the extent that they delay or preclude the County or the Contractor from performing any of its obligations (other than payment obligation) under this Agreement: (a) an act of God, tornado, hurricane, flood, fire, explosion, landslide, earthquake, epidemic, pandemic, and extremely abnormal and inclement weather; (b) acts of a public enemy, acts of war, terrorism, insurrection, riots, civil disturbances, or national or international calamities; (c) the suspension, termination, or interruption of utilities necessary to a Party's operations or duties under this Agreement; (d) an injunction, or a legal or equitable proceeding brought against a Party, or a Change in Law; and (e) any act, event, or condition that is determined by mutual agreement of the County and the Contractor to be of the same general type as the events of Force Majeure identified in Sections 1.46 (a) through (d). Notwithstanding anything else contained herein, an event of Force Majeure does not include any event or circumstance that is within the reasonable control of the Contractor, its agents, or assigns, including any event or circumstance that is caused entirely or partially by negligence or a lack of due care by the Contractor, its agents, or assigns.

**1.47 Franchise Fee** shall mean the fee paid by the Contractor for: (a) the Contractor's exclusive right to provide certain Collection Services in the County; (b) the County's agreement to not compete in the provision of such Collection Services; (c) the Contractor's use of the County's rights-of-way when conducting its business; (d) reasonable compensation to the County in its proprietary capacity for its oversight of the provision of Collection Services and the implementation of this Agreement; and (e) the other rights and benefits provided to the Contractor under this Agreement.

**1.48 Garbage** shall mean 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.

**1.49 Garbage Cart** shall mean a Garbage container that is made with heavy-duty hard plastic or other impervious material, with an enclosed bottom and sides, mounted on two wheels, equipped with a tight-fitting hinged lid, having a capacity of approximately one hundred (100) gallons or less, with a lift bar, and used for the fully-automated or semi-automated Collection of Garbage and Rubbish.

**1.50 Hazardous Material** shall mean 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. Hazardous Material includes any material or substance identified as a hazardous waste or hazardous substance in the Florida Administrative Code, Florida Statutes, U.S. Code, Code of Federal Regulations, or other Applicable Law.

**1.51 Holiday** shall mean a day when the Contractor is not allowed to provide Collection Services. The only Holidays recognized under this Agreement are New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Thanksgiving, and Christmas (December 25), unless the County Manager and the Contractor mutually agree in writing to designate additional days as Holidays.

**1.52 Improved Property** shall mean any cleared, graded or drained real property upon which a building or structure is erected and occupied or capable of being occupied (i.e., a Certificate of Occupancy has been issued) for residential, commercial, institutional or industrial use.

**1.53 Indemnified Loss** shall mean all actual costs, losses, damages, expenses, and liabilities that a County Indemnified Party incurs or suffers pursuant to or in connection with, or are caused by or result from, directly or indirectly, in whole or in part, any wrongful act, any error or omission, or any negligence by the Contractor or any of its agents or employees, or any tier of subcontractors to the Contractor, or any

subcontractor to a subcontractor of the Contractor, or anyone employed by any of those Persons for whose wrongful act, error or omission, or negligence any of them may be liable, in the execution or performance of the Contractor's obligations under or incidental to this Agreement. Such costs include, but are not limited to attorneys' fees, court costs, and expert witness fees in all trial, appellate, mediation and bankruptcy proceedings. An Indemnified Loss includes, but is not limited to: (a) any bodily injury, property damage, sickness, disease, or death; (b) any claim arising under or from any actual or alleged violation of any Applicable Law (including workers' compensation laws, environmental laws, and health and safety laws) or any common law duty; (c) any actual or alleged infringement of any intellectual rights or property of any Person; (d) any actual or alleged pollution of or damage or destruction to property, natural resources, or the environment; (e) any claim resulting from or related to the designation by the Contractor of any document or material as exempt from public disclosure or public records laws; (f) any lawsuit resulting from or related to the County's decision to award this Agreement to the Contractor; and (h) defending, settling, prosecuting, investigating, or participating in (as a witness or otherwise) any proceeding that arises out of or pertains to any of the foregoing; in each case, to the extent permitted by law and not otherwise prohibited, without regard to or limitation by the amount or type of benefits, damages, or compensation payable by or for the Contractor, any subcontractor of the Contractor, or any subcontractor of a subcontractor of the Contractor under any insurance policy or any Applicable Law (including employee benefits, disability benefits, and workers' compensation laws). Indemnified Loss does not include any loss caused by the sole negligence of the County, its employees, and agents.

**1.54 Interest** shall mean a payment by the County or the Contractor for the use of money, which shall be set at a percentage rate determined pursuant to Section 55.03(1), Florida Statutes.

**1.55 Land Clearing Debris** shall mean the trees, tree trunks, limbs, stumps, bushes, vegetation, rocks, soil, and other materials resulting from a land clearing or lot clearing operation.

**1.56 Legitimate Complaint** shall mean any complaint by a Customer or the County in a case where one or more of the applicable requirements in this Agreement were not satisfied by the Contractor, as reasonably determined by the Administrator.

**1.57 Load** shall mean the Solid Waste, Recyclable Material, and other cargo that is transported in one of the Contractor's Collection vehicles.

**1.58 Manager** shall mean the County Manager for Alachua County or the Manager's designee.

**1.59 Materials Recovery Facility** shall mean a Solid Waste management facility that provides for the extraction from Solid Waste of Recyclable Materials, materials suitable for use as a fuel or soil amendment, or any combination of such materials.

**1.60 Mechanical Container** shall mean a dumpster, Roll-Off Container, Compactor, or other large container that is placed on and removed from a Person's Premises with mechanical equipment, and used for the Collection of Solid Waste or Source Separated Recyclable Materials. However, Garbage Carts and Recycling Carts are not Mechanical Containers.

**1.61 Mixed Paper** shall mean a mixture of various types and grades of paper, including Office Paper, colored paper, corrugated cardboard, envelopes (excluding envelopes with cellophane windows), junk mail, kraft bags, magazines, catalogs, and other similar items. However, Mixed Paper does not include tissue paper or paper towels.



**1.62 Missed Collection** shall mean any occasion when (a) the Contractor fails to provide Collection Service to a Customer in compliance with the requirements in this Agreement and (b) the Customer properly Set Out their Solid Waste and/or Recyclable Material for Collection.

**1.63 Multi-Family Collection Service** shall mean the Collection of Garbage and Rubbish from a Multi-Family Complex.

**1.64 Multi-Family Complex** shall mean a Multi-Family Dwelling that contains ten (10) or more Dwelling Units.

**1.65 Multi-Family Customer** shall mean a Customer that owns, manages, or occupies a Multi-Family Complex.

**1.66 Multi-Family Dwelling** shall mean any structure that has two (2) or more Dwelling Units under one roof.

**1.67 New Customer** shall mean a Person occupying Improved Property that begins to receive or becomes entitled to receive Collection Service from the Contractor on or after the applicable Commencement Date.

**1.68 Non-Collection Notice** shall mean a written form, tag, or sticker that is used by the Contractor to notify a Customer of the reason(s) why the Solid Waste or other materials Set Out by the Customer were not collected by the Contractor.

**1.69 Non-Conforming Material** shall mean any material that is not a Program Material. Non-Conforming Material includes Garbage, Rubbish, Bulky Waste, White Goods, Yard Waste, and Recyclable Materials that are not Program Materials.

**1.70 Office Paper** shall mean paper used for office purposes, including paper with a letterhead, legal paper, loose-leaf paper, white ledger paper, and paper used for letters, computer print-outs, copy machines, or typing.

**1.71 Operating Day** shall mean each calendar day during which the Contractor provides Collection Services pursuant to this Agreement.

**1.72 Operating Month** shall mean each calendar month from the Commercial Commencement Date until this Agreement expires or terminates. The first Operating Month shall begin on the Commercial Commencement Date and the last Operating Month shall end on the day when this Agreement expires or terminates.

**1.73 Operating Year** shall mean a period of twelve (12) consecutive Operating Months, beginning on October 1 and ending on September 30 of the following year. Notwithstanding the foregoing, the last Operating Year shall end on the day when this Agreement expires or terminates.

**1.74 Ordinances** shall mean the County's Code of Ordinances and any amendments thereto.

**1.75 OSHA** shall mean the Occupational Safety and Health Administration.

**1.76 Overflowing** shall mean, depending on the context: (a) a Garbage Cart or Mechanical Container that is so full its lid cannot be closed and the lid is at an angle greater than 45 degrees when compared to a

horizontal line or (b) a Compactor that is so full the materials in the Compactor's container (box) are higher than the sides of the container.

**1.77 Party** shall mean, depending on the context, either the County or the Contractor.

**1.78 Parties** shall mean the County and the Contractor.

**1.79 Performance Bond** shall mean the financial security furnished by the Contractor as a guarantee that the Contractor will perform its work and pay all lawful claims in compliance with the terms of this Agreement.

**1.80 Person** shall mean 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 of any state or the federal government.

**1.81 Plastic Bag** shall mean a bag made of plastic or plastic-like film.

**1.82 Premises** shall mean Improved Property.

**1.83 Program Materials** shall mean Source Separated Recyclable Materials that are accepted for Recycling at the Designated Facility for Recyclable Materials. As of the Effective Date, the Program Materials are: (a) Fiber Products; (b) Recyclable Containers; and (c) other Recyclable Materials that the County Manager designates pursuant to Section 7.2.3, below. The Program Materials include newspapers, magazines, catalogs, telephone books, paperback books, corrugated cardboard, pasteboard, brown paper bags, junk mail, office paper, glass and plastic bottles and jars (not larger than four (4) gallons), yogurt cups, margarine tubs, and aluminum and metal cans, as well as empty aerosol cans.

**1.84 Pup Truck** shall mean a small Collection vehicle that has a single rear axle and typically has less than eighteen (18) cubic yards of cargo capacity.

**1.85 Radioactive Waste** shall mean any equipment or materials that are radioactive or have radioactive contamination, and are required by law to be stored, treated, or disposed of as radioactive waste.

**1.86 Rates** shall mean the fees and charges approved by the County for the Contractor's Collection Services.

**1.87 Recovered Materials** shall mean 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. Recovered Materials do not include any material or substance that does not fit within one of the six categories described in this definition (metal, paper, glass, plastic, textile, or rubber). Among other things, a mixture of different types of Construction and Demolition Debris is not Recovered Material.

**1.88 Recovered Materials Processing Facility** shall mean a facility engaged solely in the storage, processing, resale, or reuse of Recovered Materials.

**1.89 Recyclable Containers** shall mean: aluminum cans; steel and ferrous cans; glass bottles and jars made with green, brown or clear glass; and plastic containers that have a neck or pouring spout.

**1.90 Recyclable Materials** shall mean those materials that are capable of being recycled and would otherwise be processed or disposed of as Solid Waste.

**1.91 Recycling** shall mean any process by which materials that would otherwise have been Solid Waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.

**1.92 Recycling Bin** shall mean a rectangular bin that is approximately eighteen (18) gallons in capacity, made of heavy-duty hard plastic or other impervious material, and used for the storage and Collection of Source Separated Recyclable Materials.

**1.93 Recycling Cart** shall mean a container that is made of heavy-duty hard plastic or other impervious material, with enclosed sides and a bottom, mounted on two wheels, equipped with a tight-fitting hinged lid, having a capacity of approximately one hundred (100) gallons or less, and used for the automated or semi-automated Collection of Source Separated Recyclable Materials.

**1.94 Recycling Container** shall mean any container approved by the Administrator for the Collection of Recyclable Materials, including but not limited to Recycling Bins and Recycling Carts.

**1.95 Residential Commencement Date** shall mean October 1, 2026, which is the date when the Contractor shall begin to provide Collection Service to Curbside Customers in the Universal Collection Area pursuant to this Agreement.

**1.96 Residential Customer List** shall mean a list that identifies the Dwelling Units in the Universal Collection Area that are subject to the County's non-ad valorem special assessment for Solid Waste services. Dwelling Units on the Residential Customer List are entitled to receive Curbside Residential Collection Service from the Contractor.

**1.97 Residential Property** shall mean each parcel of Improved Property that is included in the Residential Customer List. Residential Property generally includes each parcel of Improved Property in the Service Area on which there is a Dwelling Unit, including a single-family Dwelling Unit, duplex, triplex, quadraplex, mobile home, or Multi-Family Dwelling; however, the Administrator may determine that some parcels of Improved Property with Dwelling Units (e.g., mixed use buildings that are predominantly commercial; condominiums) will be excluded from the Residential Customer List and treated as Commercial Property.

**1.98 Residential Waste** shall mean Garbage, Rubbish, Yard Waste, Recyclable Materials, White Goods, and Bulky Waste generated by a Customer upon the Customer's Residential Property.

**1.99 Roll-Off Container** shall mean a large metal container (i.e., typically with a capacity of 10, 20, 30 or 40 cubic yards) used for the Collection of Solid Waste or Source Separated Recyclable Materials, which is rolled-off of a motor vehicle when the container is placed at a site and then rolled onto the vehicle when the container is ready to be transported to a Solid Waste Management Facility.

**1.100 Route** shall mean the roadways that will be used by one Collection vehicle on a single Operating Day when providing Collection Service. Each Route shall have a designated starting location, a designated sequence of streets to be followed when providing Collection Service, a designated location for finishing, and a Scheduled Collection Day.

**1.101 Rubbish** shall mean waste materials (other than Garbage, Yard Waste, White Goods, and Bulky Waste) resulting from normal housekeeping activities on Residential Property and Commercial Property.

Rubbish includes discarded trash, rags, sweepings, packaging, Recyclable Materials that are not source separated, and similar materials.

**1.102 Scheduled Collection Day** shall mean an Operating Day when the Contractor is scheduled to provide a Collection Service.

**1.103 Service Area** shall mean the geographic area where the Contractor shall provide Collection Services pursuant to this Agreement. The Service Area is the unincorporated area of the County, as generally depicted in Exhibit 1.

**1.104 Set Out** shall mean the Customer's preparation and placement of Solid Waste and Source Separated Recyclable Materials for Collection at the Customer's Premises, in accordance with the requirements in this Agreement.

**1.105 Side Door Service** shall mean the Collection of Garbage, Rubbish and Source Separated Recyclable Materials on a Curbside Customer's property pursuant to Section 7.6, below, at a location that is not Curbside.

**1.106 Sludge** shall mean 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 disposal appurtenances or any other waste having similar characteristics.

**1.107 Solid Waste** shall have the meaning set forth in Section 403.703(35), Florida Statutes, which states that 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 waste, or other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural or governmental operations." Solid Waste includes Biomedical Waste, Bulky Waste, Commercial Waste, Construction and Demolition Debris, Disaster Debris, Electronic Equipment, Garbage, Hazardous Material, Land Clearing Debris, Radioactive Waste, Recyclable Materials that have not been source separated, Residential Waste, Rubbish, White Goods, and Yard Waste.

**1.108 Solid Waste Management Facility** means any Solid Waste disposal area, volume reduction plant, transfer station, Materials Recovery Facility, or other facility, the purpose of which is resource recovery or the disposal, Recycling, processing, or storage of Solid Waste. The term does not include Recovered Materials processing facilities that meet the requirements of Section 403.7046, Florida Statutes, except the portion of such facilities, if any, which is used for the management of Solid Waste.

**1.109 Source Separated Recyclable Materials** shall mean Program Materials that are separated from the Solid Waste at the location where they are generated (e.g., Residential Property) and then Set Out for Collection at that location.

**1.110 Special Collection Service** shall mean any service requested by a Customer that is in addition to or different than the normal Collection Service provided to similarly situated Customers. Special Collection Services include: (a) the Collection of discarded material at times other than the Customer's Scheduled Collection Day for such material; (b) the Collection of discarded material in quantities that are greater than the amounts authorized herein for such material; (c) the Collection of Solid Waste or Recyclable Materials with Pup Trucks; (d) the Collection of materials in a Mechanical Container that is Overflowing; and (e) the

services identified in Exhibit 6. Special Collection Service also include services requested by the County that are in addition to or different than the Collection Services normally provided to the County.

**1.111 Subscription Collection Area** shall mean the portion of the Service Area that is outside of the Universal Collection Area. In the Subscription Collection Area, the Improved Property is not subject to the County's non-ad valorem special assessment for Curbside Residential Collection Service.

**1.112 Subscription Collection Services** shall mean the Collection of Garbage, Rubbish, and Source Separated Recyclable Materials at Curbside in the Subscription Collection Area from a single-family Dwelling Unit or a Multi-Family Dwelling that is not a Multi-Family Complex.

**1.113 Tipping Fee** shall mean a fee that must be paid for the disposal of Solid Waste or other material.

**1.114 Transition Period** shall mean the period of time between the Effective Date and the applicable Commencement Date. The Transition Period for Commercial Collection Services begins on the Effective Date and ends on the Commercial Commencement Date. The Transition Period for Curbside Residential Collection Services begins on the Effective Date and ends on the Residential Commencement Date.

**1.115 Transition Plan** shall mean a document describing in detail the activities that will be undertaken and the schedules that will be followed by the Contractor during the Transition Periods to ensure the Contractor successfully provides Collection Service in compliance with this Agreement on and after the applicable Commencement Dates.

**1.116 Universal Collection Area** shall mean the portion of the Service Area where the County imposes a non-ad valorem special assessment on certain parcels of Improved Property to pay for Curbside Residential Collection Services.

**1.117 White Goods** shall mean large discarded appliances (e.g., refrigerators, ranges, washing machines, clothes dryers, water heaters, freezers, and air conditioners) that are generated by the Customer on the Improved Property where the White Goods are collected.

**1.118 Yard Waste** shall mean vegetative matter resulting from yard and landscaping maintenance, including shrub and tree trimmings, bagged grass clippings, palm fronds, and branches. However, Yard Waste does not include Land Clearing Debris.

**1.119 Yellow Bag** shall mean a Plastic Bag that is yellow and has been approved by the County for the Collection of Garbage and Rubbish from Curbside Customers.

## **2. CONTRACTOR'S FRANCHISE**

### **2.1 EXCLUSIVE FRANCHISE FOR RESIDENTIAL, MULTI-FAMILY, AND COMMERCIAL COLLECTION SERVICE**

Subject to the conditions and limitations contained in this Agreement, the Contractor is hereby granted an exclusive franchise to provide Curbside Residential Collection Service, Multi-Family Collection Service, and Commercial Collection Service in the Service Area. More specifically, the Contractor's franchise includes the exclusive right to collect: (a) Garbage, Rubbish, Yard Waste, Bulky Waste, White Goods, and Source Separated Recyclable Materials that are generated on Residential Property and collected at Curbside in the Universal Collection Area; (b) Garbage, Rubbish, Yard Waste, Bulky Waste, White Goods, and Source Separated Recyclable Materials that are generated in Multi-Family Dwellings and collected at Curbside in the Universal Collection

Area: (c) Garbage and Rubbish that are generated in Multi-Family Complexes and collected in Mechanical Containers in the Service Area; and (d) Garbage and Rubbish that are generated on Commercial Property in the Service Area.

The Contractor's exclusive right to provide Commercial Collection Service and Multi-Family Collection Service shall take effect on the Commercial Commencement Date. The Contractor's exclusive right to provide Curbside Residential Collection Service shall take effect on the Residential Commencement Date. These rights shall remain in effect from the applicable Commencement Dates until this Agreement expires or is terminated. On and after the applicable Commencement Date, the Contractor shall have the sole right to provide these Collection Services in the Service Area, and the Contractor shall have the sole responsibility for providing these Collection Services in compliance with the requirements in this Agreement.

On and after the Residential Commencement Date, the Contractor shall provide Curbside Residential Collection Services in the Universal Collection Area to all the Dwelling Units and Improved Properties on which the County imposes its non-ad valorem special assessment for such services. On and after the Residential Commencement Date, the Contractor shall offer to provide Collection Services to all of the Dwelling Units in the Subscription Collection Area. The Contractor shall provide such services to any Person in the Subscription Collection Area that agrees to pay the applicable Rate for the Collection Services.

## **2.2 NON-EXCLUSIVE FRANCHISE FOR CERTAIN WASTES AND SOURCE SEPARATED RECYCLABLE MATERIALS**

Subject to the conditions and limitations contained in this Agreement, the Contractor is hereby granted a non-exclusive franchise for the Collection of Source Separated Recyclable Materials that are generated on Commercial Property and Multi-Family Complexes in the Service Area. The Contractor also is granted a non-exclusive franchise for the Collection of the Solid Waste and Source Separated Recyclable Materials in the Subscription Collection Area that are generated at the single-family Dwelling Units and Multi-Family Dwellings that are not Multi-Family Complexes. At its option, the County may grant any other Person a non-exclusive franchise, license, or other authorization for the Collection of such materials.

On and after the Residential Commencement Date, the Contractor shall offer to provide Collection Services on a subscription basis to all of the single-family Dwelling Units in the Subscription Collection Area. The Contractor shall provide Collection Services for Garbage, Rubbish, and Source Separated Recyclable Materials to any Person in the Subscription Collection Area that agrees to pay the applicable Rate for the Collection Services. The Contractor's right to provide such services to the single-family Dwelling Units in the Subscription Collection Area is not exclusive. The specific Collection Services provided by the Contractor and the specific Rates paid by the Customers in the Subscription Service Area shall be determined through negotiations between the Contractor and the Person receiving the Collection Services.

## **2.3 LIMITATIONS ON THE CONTRACTOR'S FRANCHISE**

This Agreement only grants a franchise for the services and types of Solid Waste that are explicitly addressed herein. No other services or materials are subject to the Contractor's franchise under this Agreement. Section 23, below, identifies some of the materials that are not subject to the Contractor's franchise.

## **2.4 ENFORCEMENT OF THE EXCLUSIVE FRANCHISE**

The Contractor shall provide notice to the County pursuant to Section 73, below, if the Contractor concludes that a Person is not complying with or otherwise infringing upon the Contractor's exclusive rights under this Agreement. The County shall determine, in its sole discretion, the measures the County will use to ensure that the Contractor's exclusive rights under this Agreement are not infringed upon by a third party. The County also shall determine, in its sole discretion, how and when it will implement those measures. The Contractor shall have no right to compel the County to undertake any specific action to enforce or maintain the exclusivity of the Contractor's franchise.

### **3. TERM OF THIS AGREEMENT**

#### **3.1 INITIAL TERM OF FRANCHISE AGREEMENT**

This Agreement shall take effect and be binding upon the Parties from the Effective Date until the date when this Agreement is terminated or expires. The initial term of this Agreement shall begin on the Effective Date and shall expire at 11:59 p.m. on September 30, 2033, unless this Agreement is terminated earlier.

#### **3.2 COUNTY'S OPTION TO RENEW THE AGREEMENT**

At the end of the initial term, the County shall have the right to renew this Agreement for one (1) renewal term of five (5) years, subject to the conditions and Rates in this Agreement, unless the Contractor delivers written notice to the County Manager in accordance with the requirements in Section 73, below, on or before February 1, 2032, and thereby expressly informs the County Manager that the Contractor is not willing to renew this Agreement under such conditions and Rates. At the end of the first renewal term (if any), the Parties may renew this Agreement for a second five (5) year renewal term, subject to any conditions and Rates that are mutually acceptable.

### **4. THE SERVICE AREA**

#### **4.1 DESCRIPTION OF THE SERVICE AREA AND UNIVERSAL COLLECTION AREA**

The Service Area includes all of the land located in the unincorporated areas of the County. The approximate boundaries of the Service Area are depicted in Exhibit 1. Exhibit 2 contains a detailed description of the Universal Collection Area. The Service Area, the Universal Collection Area, and the Subscription Collection Area do not include any land located within an incorporated municipality (e.g., Alachua; Archer; High Springs; La Crosse; Micanopy; Newberry; and Waldo).

#### **4.2 ADJUSTMENTS TO THE SERVICE AREA**

The boundaries of the Service Area may be adjusted if lands are added to or removed from the County pursuant to an annexation, interlocal agreement, or similar change after the Effective Date. In such cases, the rights of the Contractor may be revised in accordance with Section 171.062, Florida Statutes, or other Applicable Laws.

The annexation of lands after the Effective Date may require the Contractor to provide Collection Services in the annexed area or, in the alternative, such area may be served by another Person. In either case, the Contractor shall provide its services to its customers and the County (with or without the annexed area) for the Rates established in this Agreement. There shall be no change in the Contractor's Rates if Collection Service in the annexed area is provided by another Person. There also shall be no change in the Contractor's Rates if the boundaries of the Service Area are revised after the Effective Date.

#### **4.3 ADJUSTMENTS TO THE UNIVERSAL COLLECTION AREA**

The boundaries of the Universal Collection Area may be adjusted by the County from time-to-time, as the County deems appropriate. The Administrator shall provide written notice to the Contractor as soon as practical before the County makes any adjustments to the Universal Collection Area. The Administrator shall grant a reasonable period of time for the Contractor to obtain the necessary trucks and personnel and complete other necessary tasks before the Contractor is required to provide Collection Service in compliance with this Agreement in any newly added portion of the Universal Collection Area.

### **5. CONTRACTOR'S OBLIGATIONS PRIOR TO EACH COMMENCEMENT DATE**

#### **5.1 THE COMMENCEMENT OF CONTRACTOR'S WORK AND THE TRANSITION PLAN**

The Contractor's work under this Agreement will be performed in two (2) phases. In the first phase, the Contractor shall provide Commercial Collection Service and Multi-Family Collection Service throughout the Service Area, beginning on the Commercial Commencement Date. In the second phase, the Contractor shall continue to provide all of the services that it provided during the first phase of operations. In addition, the Contractor also shall provide Curbside Residential Collection Services throughout the Universal Collection Area, and shall provide Collection Services for the County throughout the Service Area, beginning on the Residential Commencement Date. Further, the Contractor shall offer Subscription Collection Services in the Subscription Collection Area, beginning on the Residential Commencement Date.

The Contractor shall ensure that the Customers and the County do not experience any delay or disruption in service when the Contractor begins to provide its services under this Agreement on the two (2) Commencement Dates. The Contractor shall prepare and provide the Administrator with a Transition Plan in compliance with the requirements herein. At a minimum, the Transition Plan shall demonstrate that the Contractor will hire and train the necessary personnel, and procure and prepare the necessary vehicles and equipment, to enable the Contractor to provide its Collection Services in compliance with this Agreement on and after each Commencement Date. The Transition Plan shall contain a detailed description of the steps the Contractor will take, and the schedule for completing each of those steps, as the Contractor prepares for each Commencement Date. Among other things, the Transition Plan shall identify and describe: (a) the number and types of Collection vehicles, Mechanical Containers, Garbage Carts, Recycling Bins, and other equipment, as applicable, that the Contractor will need to have in stock at its local equipment yard before each Commencement Date; (b) how and when the Contractor will provide its Garbage Carts, Recycling Containers, and Mechanical Containers to the Customers before each Commencement Date; and (c) how the Contractor will provide additional personnel, vehicles, and containers to serve the County if the Contractor needs additional resources on or after a Commencement Date. The Transition Plan is subject to the approval of the Administrator. If requested, the Contractor shall revise the plan within twenty (20) calendar days and resubmit the plan for the Administrator's approval.

#### **5.2 TRANSITION PLANNING FOR COMMERCIAL COMMENCEMENT DATE**

With regard to Commercial Collection Service and Multi-Family Collection Service, the Contractor shall address the following performance requirements in the Transition Plan and shall accomplish these requirements no later than the following deadlines:



- (a) Within two weeks after the Effective Date, the Contractor and County shall meet and discuss the concepts to be addressed in the Contractor's Transition Plan and any other matters that will help ensure the successful implementation of the Contractor's Transition Plan.
- (b) On or before May 23, 2023, the Contractor shall provide the Administrator with a Collection Plan for Commercial Collection Service and Multi-Family Collection Service, pursuant to Section 25, below.
- (c) On or before May 30, 2023, the Contractor shall provide the Administrator with its Transition Plan for Commercial Collection Service and Multi-Family Collection Service.
- (d) On or before June 6, 2023, the Contractor shall provide the Administrator with documentation demonstrating that all of the Collection vehicles and Collection Containers necessary for Commercial Collection Service and Multi-Family Collection Service have been ordered and are scheduled to be delivered to the Contractor's equipment yard no later than September 1, 2023. The Contractor also shall provide the Administrator with a copy of the standard form contract that the Contractor intends to use with the Commercial Customers and Multi-Family Complexes.
- (e) On or before June 27, 2023, the Contractor shall provide the Administrator with a preliminary plan for the distribution of all Collection Containers that will be provided to Commercial Customers and Multi-Family Complexes. This plan shall describe how the delivery of the Contractor's Collection Containers will be coordinated with the removal of the Collection Containers currently being used by Commercial Customers and Multi-Family Complexes.
- (f) On or before August 7, 2023, the Contractor shall provide the Administrator with: (1) an updated and detailed plan concerning the distribution of all Mechanical Containers, Garbage Carts, and Recycling Containers; (2) a written safety plan covering the Contractor's operations under this Agreement, in compliance with the requirements of Section 24, below; (3) a Contingency Plan, pursuant to Section 37.4, below; and (4) the name and address of each Commercial Customer and Multi-Family Complex that refused to enter into a contract with the Contractor for Collection Services.
- (g) On or before August 14, 2023, the Contractor shall provide the Administrator with electronic (digital) copies of the notices, brochures, and informational material the Contractor intends to provide to Customers concerning the Commercial Collection Services and Multi-Family Collection Services it will provide under this Agreement. The notices, brochures, and informational materials shall be designed to satisfy the requirements in Section 36, below. The notices, brochures, and informational materials shall be subject to the Administrator's approval and shall be delivered in compliance with the requirements in Section 36.
- (h) On or before August 28, 2023, the Contractor shall have its supervisors, drivers, and other relevant personnel familiarize themselves with the proposed Routes and schedules for providing Commercial Collection Service and Multi-Family Collection Service. The supervisors, drivers, and other relevant personnel shall drive each street on each Route to ensure that the proposed Routes and schedules are appropriate.

- (i) On or before September 4, 2023, the Contractor and the Administrator shall meet and discuss the status of the Contractor's Transition Plan and its implementation. On or before this deadline, the Contractor also shall demonstrate that its computer systems are fully operational and capable of tracking complaints and service requests from Commercial Customers and Multi-Family Complexes in compliance with the requirements in Sections 32.1.4 and 32.1.5, below.
- (j) On or before September 4, 2023, the Contractor shall confirm in writing to the Administrator that all of the vehicles and Collection Containers necessary to provide Commercial Collection Service and Multi-Family Collection Service were delivered to the Contractor's equipment yard in compliance with the deadline in Section 5.2(d), above.
- (k) On or before September 11, 2023, the Contractor shall confirm in writing to the Administrator that all of the vehicles necessary to provide Commercial Collection Service and Multi-Family Collection Service have been registered, licensed, tagged, and equipped, and are ready to perform in compliance with the requirements of this Agreement.
- (l) On or before September 11, 2023, Contractor shall provide the Administrator with a list of the Collection vehicles and Mechanical Containers that will be used by the Contractor to provide Commercial Collection Service and Multi-Family Collection Service. The list of vehicles shall identify the make, model, year, tare weight, license tag number, and identification number for each Collection vehicle. The list of Mechanical Containers shall provide the identification number and capacity of each Mechanical Container that will be used by the Contractor to provide Commercial Collection Service and Multi-Family Collection Service under this Agreement.
- (m) On or before September 18, 2023, the Contractor shall confirm in writing to the Administrator that: (1) the Contractor has delivered the County-approved notices, brochures, and informational materials to all of the Commercial Customers and Multi-Family Complexes in compliance with the requirements and deadlines in this Agreement; (2) the Contractor has hired and trained all of the employees needed to provide Collection Services in compliance with the requirements in this Agreement; (3) all of the Contractor's drivers have inspected their Routes; and (4) all of the Contractor's drivers have confirmed their ability to complete their Routes on time on the Scheduled Collection Days.
- (n) On or before September 29, 2023, the Contractor shall confirm in writing to the Administrator that it has delivered all of the necessary Collection Containers to Commercial Customers and Multi-Family Complexes.

### **5.3 TRANSITION PLANNING FOR RESIDENTIAL COMMENCEMENT DATE**

With regard to Curbside Residential Collection Services and the services that will be provided for the County, the Contractor shall address the following performance requirements in the Transition Plan and shall accomplish these requirements no later than the following deadlines:

- (a) On or before February 1, 2025, the Contractor and County shall meet and discuss the concepts to be addressed in the Contractor's Transition Plan and any other matters that will help ensure the successful implementation of the Contractor's Transition Plan.

- (b) On or before July 1, 2025, the Contractor shall provide the Administrator with a preliminary Collection Plan for Curbside Residential Collection Services, pursuant to Section 25, below.
- (c) On or before August 1, 2025, the Contractor shall provide the Administrator with its Transition Plan for the residential and other Collection Services that the Contractor will provide on the Residential Commencement Date.
- (d) On or before October 1, 2025, the Contractor shall provide the Administrator with documentation demonstrating that all necessary Collection vehicles and Collection Containers have been ordered or will be ordered in time to be delivered to the Contractor's equipment yard by August 18, 2026.
- (e) On or before July 1, 2026, the Contractor shall provide the Administrator with: (1) a detailed plan concerning the distribution of all Garbage Carts and Recycling Bins; (2) an updated safety plan in compliance with the requirements of Section 24, below; and (3) an updated Contingency Plan, pursuant to Section 37.4, below.
- (f) On or before July 1, 2026, the Contractor shall provide the Administrator with electronic (digital) copies of the notices, brochures, and informational material the Contractor intends to provide to Customers concerning the Curbside Residential Collection Services it will provide under this Agreement. The notices, brochures, and informational materials shall be designed to satisfy the requirements in Section 36, below. The notices, brochures, and informational materials shall be subject to the Administrator's approval and shall be delivered in compliance with the requirements in Section 36.
- (g) On or before September 1, 2026, the Contractor shall have its supervisors, drivers, and other relevant personnel familiarize themselves with the proposed Routes and schedules for providing Curbside Residential Collection Service. The supervisors, drivers, and other relevant personnel shall drive each street on each Route to ensure that the proposed Routes and schedules are appropriate.
- (h) On or before September 1, 2026, the Contractor and the Administrator shall meet and discuss the status of the Contractor's Transition Plan and its implementation. On or before this deadline, the Contractor also shall demonstrate that its computer systems are fully operational and capable of tracking complaints and service requests from Curbside Customers in compliance with the requirements in Sections 32.1.4 and 32.1.5, below.
- (i) On or before September 1, 2026, the Contractor shall confirm in writing to the Administrator that all of the vehicles and Collection Containers necessary to provide Curbside Residential Collection Service were delivered to the Contractor's equipment yard in compliance with the deadline in Section 5.3(d), above.
- (j) On or before September 10, 2026, the Contractor shall confirm in writing to the Administrator that all of the vehicles necessary to provide Curbside Residential Collection Service have been registered, licensed, tagged, and equipped, and are ready to perform in compliance with the requirements of this Agreement.
- (k) On or before September 10, 2026, Contractor shall provide the Administrator with: (1) an updated list that shows the make, model, year, tare weight, license tag number, and

identification number for each Collection vehicle; and (2) an updated list that shows the identification number and capacity of each Mechanical Container that will be used by the Contractor to provide Collection Service under this Agreement.

- (l) On or before September 15, 2026, the Contractor shall confirm in writing to the Administrator that: (1) the Contractor has hired and trained all of the employees needed to provide Collection Services in compliance with the requirements in this Agreement; (2) all of the Contractor's drivers have inspected their Routes for providing Collection Service; and (3) all of the Contractor's drivers have confirmed their ability to complete their Routes on time on the Scheduled Collection Days.
- (m) On or before September 25, 2026, the Contractor shall confirm in writing to the Administrator that it has delivered all of the Collection Containers needed to provide Collection Service in compliance with this Agreement.
- (n) On or before September 28, 2026, the Contractor shall confirm in writing to the Administrator that it has delivered notice to all Curbside Customers in compliance with the requirements in Section 36.1, below.

#### **5.4 THE CONTRACTOR'S INITIAL RESIDENTIAL COLLECTION SERVICES**

The Contractor shall assign one of its Customer service representatives to work at the County's offices each Operating Day during the first Operating Month for Residential Collection Services (i.e., October 2026). The Contractor's service representative shall assist the County in addressing Customer complaints concerning the Contractor's performance. After the second week of such operations, the Contractor may request the Administrator to waive the requirements in this Section 5.4 if the County no longer needs the service representative's assistance with the Legitimate Complaints that the County receives as a result of the Contractor's performance under this Agreement.

### **6. GENERAL SCOPE OF CONTRACTOR'S DUTIES**

This Section 6 describes the general scope of the Contractor's duties under this Agreement. The general requirements in this Section 6 are supplemented by the specific requirements in other sections of this Agreement. Subject to the conditions contained herein, the Contractor shall:

- (a) provide Curbside Residential Collection Service in the Universal Collection Area;
- (b) provide Multi-Family Collection Service and Commercial Collection Service in the Service Area;
- (c) provide Subscription Collection Services in the Subscription Collection Area;
- (d) provide Collection Services for Community Events and neighborhood clean-ups;
- (e) deliver all of the Solid Waste and Source Separated Recyclable Materials it collects under this Agreement to the Designated Facilities;
- (f) handle Customer complaints and requests for services, using on-line software to supplement the efforts of service representatives;

- (g) comply at all times with the requirements in this Agreement and Applicable Law;
- (h) provide all labor, services, supervision, materials, equipment, insurance, and other resources necessary to accomplish the Contractor's work in compliance with this Agreement; and
- (i) perform all of its work and satisfy all of its obligations under this Agreement at the Contractor's sole expense, in exchange only for the payments by the County and Customers that are expressly authorized herein.

## **7. CONTRACTOR'S SPECIFIC COLLECTION SERVICES**

### **7.1 GENERAL REQUIREMENTS FOR CURBSIDE RESIDENTIAL COLLECTION SERVICE**

The Contractor shall provide the following Curbside Residential Collection Services to each Curbside Customer that resides in a Dwelling Unit (e.g., a single-family Dwelling Unit; a duplex; a triplex; a quadraplex; a mobile home; or a Multi-Family Dwelling) that is subject to the County's non-ad valorem special assessment for Curbside Residential Collection Service, as determined by the Administrator.

- 7.1.1 The Contractor shall collect each Customer's Garbage and Rubbish at the Curbside once each week. The Contractor shall provide this Collection Service by using automated or semi-automated equipment and Garbage Carts (i.e., Automated Collection Service).
- 7.1.2 The Contractor shall collect each Customer's Source Separated Recyclable Materials at the Curbside once each week. The Contractor shall provide this service by using manual labor and Recycling Bins.
- 7.1.3 The Contractor shall collect each Customer's Yard Waste at the Curbside once each week.
- 7.1.4 The Contractor shall collect each Customer's Bulky Waste and White Goods at Curbside once every other week.
- 7.1.5 The Contractor shall collect all of the Garbage and Rubbish that is Set Out at Curbside in a Customer's Garbage Cart(s). The Contractor also shall collect all of the Source Separated Recyclable Materials that are Set Out at Curbside in Recycling Bins. There is no limit on the number of Garbage Carts and Recycling Bins that may be Set Out at Curbside by a Curbside Customer.
- 7.1.6 The Contractor is not required to collect the contents of a Garbage Cart if the Garbage Cart is Overflowing.
- 7.1.7 The Contractor is not required to collect Garbage or Rubbish that is placed outside of a Garbage Cart, unless the Garbage or Rubbish is in a Yellow Bag. The Contractor shall collect all Yellow Bags that are Set Out at Curbside with a Customer's Garbage Cart.

## **7.2 CURBSIDE RESIDENTIAL COLLECTION SERVICE FOR RECYCLABLE MATERIALS**

- 7.2.1 The Contractor shall collect all of the Source Separated Recyclable Materials that Curbside Customers Set Out in Recycling Bins at Curbside, except as otherwise provided herein. The Contractor also shall collect Source Separated Recyclable Materials that are placed at Curbside in paper bags, cardboard boxes, or other containers that are similar to Recycling Bins. Further, the Contractor shall collect cardboard that is Set Out at Curbside if the cardboard is flattened and cut into pieces no larger than four (4) feet by four (4) feet in size. However, the Contractor shall not collect Recyclable Materials that are in Plastic Bags. The Contractor also shall not collect Contaminated Recyclable Materials. Contaminated Recyclable Materials shall be left at Curbside, tagged with a Non-Collection Notice, and otherwise managed in compliance with the requirements in Section 75, below. The Contractor is not required to collect Recyclable Materials that are in a Recycling Bin or other container weighing more than forty (40) pounds.
- 7.2.2 Source Separated Recyclable Materials shall be collected at Curbside in a “dual stream.” Fiber Products shall be segregated and placed in an orange Recycling Bin. A blue Recycling Bin shall be used for the Collection of Recyclable Containers and other Program Materials. The Contractor shall place these two different streams of Recyclable Materials into separate compartments in the Contractor’s Collection vehicles. The Contractor shall not mix the different types of material together when the Contractor places the Source Separated Recyclable Materials into the Collection vehicle or when the Contractor transports the materials to the Designated Facility for Recycling.
- 7.2.3 The County Manager has the authority to revise the County’s list of Program Materials from time-to-time, as the County Manager deems appropriate. Before the County Manager implements any revisions to the list of Program Materials, the County Manager shall consult with the Contractor to determine whether, and the extent to which, the revisions warrant an amendment to the terms, conditions, or Rates in this Agreement, pursuant to Section 59.3, below.

## **7.3 CURBSIDE RESIDENTIAL COLLECTION SERVICE FOR BULKY WASTE AND WHITE GOODS**

- 7.3.1 Subject to the limitations herein, the Contractor shall collect Bulky Waste that is Set Out at Curbside by Curbside Customers. The Contractor shall collect up to two (2) cubic yards of Bulky Waste from each Curbside Customer every other week.
- 7.3.2 The Contractor shall collect Construction and Demolition Debris (e.g., trash from a “do-it-yourself” project) as Bulky Waste, but the Contractor is not required to collect more than two (2) cubic yards of Construction and Demolition Debris from any Curbside Customer on any Scheduled Collection Day. If a Curbside Customer Sets Out more than two (2) cubic yards of Construction and Demolition Debris for Collection, the Contractor shall collect at least two (2) cubic yards of the material, but the Contractor may leave the remainder. When the Contractor leaves material at Curbside, the Contractor shall place a Non-Collection Notice on the Construction and Demolition Debris or on the Customer’s door knob, in compliance with Section 17.1, below. The Contractor also shall take time and date-stamped photographs before and after collecting part of the Construction and Demolition Debris. The Contractor’s

notice shall be sent to the Administrator via e-mail before the end of the Operating Day when the Contractor left the Construction and Demolition Debris at Curbside. The Contractor's notice shall include the street address where the Construction and Demolition Debris is located, an estimate of the amount of Construction and Demolition Debris remaining at Curbside, and the Contractor's photographs of the Construction and Demolition Debris.

7.3.3 The Contractor shall collect the White Goods that are Set Out at Curbside by Curbside Customers, but the Contractor is not required to collect more than three (3) White Goods from any Residential Customer on any Scheduled Collection Day. If a Curbside Customer Sets Out more than three (3) White Goods, the Contractor shall collect at least three (3) items, but the Contractor may leave the rest of the White Goods at Curbside. When the Contractor leaves White Goods at Curbside, the Contractor shall place a Non-Collection Notice on the remaining items and then notify the Administrator in compliance with Section 17.1, below. The Contractor's notice shall identify the number of items that were Set Out, the number of items that were collected, and the street address where the White Goods are located. The Contractor's notice to the Administrator also shall include time and date-stamped photographs of the White Goods, taken before and after the Contractor removed some of them from the Curbside. The Contractor's notice shall be provided to the Administrator before the end of the Operating Day.

7.3.4 Whenever any White Goods with doors (e.g., refrigerators) are placed at Curbside, the Contractor shall look inside to ensure that no creatures are trapped in the White Goods, and then the Contractor shall securely tape the doors shut. The Contractor shall secure the doors on all of the White Goods that the Contractor collects and all of the White Goods that the Contractor leaves at the Curbside.

#### **7.4 CURBSIDE RESIDENTIAL COLLECTION SERVICE FOR YARD WASTE**

7.4.1 Subject to the limitations herein, the Contractor shall collect Yard Waste that is Set Out at Curbside by each Curbside Customer. Yard Waste that is Set Out at Curbside shall be collected if it is in reusable containers with a volume no greater than approximately 35 gallons or in biodegradable paper bags. Yard Waste also shall be collected if it is tied, bundled, or stacked in piles at Curbside. However, the Contractor shall not collect Yard Waste that is placed at Curbside in Plastic Bags or Yellow Bags. The Contractor is not required to collect grass clippings, leaves, pine needles, and similar small loose items unless such materials are placed in reusable containers with a volume no greater than approximately 35 gallons or biodegradable paper bags. The Contractor also is not required to collect Yard Waste that is placed in a biodegradable paper bag or reusable container that weighs more than forty (40) pounds.

7.4.2 There is no limit on the amount of Yard Waste that may be Set Out at Curbside by Curbside Customers, but the Contractor is not required to collect more than two (2) cubic yards of Yard Waste from any Customer on any Scheduled Collection Day. If a Curbside Customer Sets Out more than two (2) cubic yards of Yard Waste for Collection, the Contractor shall collect at least two (2) cubic yards of the Customer's Yard Waste on the Scheduled Collection Day, but the Contractor may leave the remainder. When the Contractor leaves Yard Waste at Curbside, the Contractor shall place a Non-Collection Notice on the remaining Yard Waste and then notify the

Administrator in compliance with Section 17.1, below. The Contractor's notice shall identify the amount of Yard Waste that was Set Out, the amount that was collected, and the street address where the Yard Waste is located. The Contractor's notice to the Administrator also shall include photographs of the Yard Waste, taken before and after the Contractor removed some of it from the Curbside. The Contractor's notice shall be provided to the Administrator before the end of the Operating Day.

- 7.4.3 The Contractor is not required to collect any single piece of Yard Waste that exceeds five (5) feet in length, eight (8) inches in diameter, or forty (40) pounds in weight. The Contractor is not required to collect Land Clearing Debris.
- 7.4.4 The Contractor shall collect any natural Christmas tree that is Set Out at Curbside, unless the Christmas tree or a section of the tree exceeds five (5) feet in length or forty (40) pounds in weight.
- 7.4.5 If the Contractor elects to leave any Yard Waste or Land Clearing Debris at Curbside, the Contractor shall place a Non-Collection Notice on the remaining material or on the Customer's doorknob, in compliance with Section 17.1, below.
- 7.4.6 The Contractor shall not collect Yard Waste in the same vehicle as Garbage, Rubbish, Source Separated Recyclable Material, Bulky Waste, or White Goods.
- 7.4.7 In addition to the other requirements set forth herein, the County may require the Contractor to collect Yard Waste from Curbside Customers following a storm that is not declared an emergency or disaster. The County may exercise this right up to three (3) times each Operating Year. On such occasions the Contractor shall be required to collect a maximum of eight (8) cubic yards of Yard Waste from each Curbside Customer in the Universal Collection Area. This Collection Service shall be provided in addition to the Contractor's normal weekly Collection Service for two (2) cubic yards of Yard Waste. At its option, the Contractor may satisfy the requirements in this Section 7.4.7 by: (a) providing a separate Collection Service for eight (8) cubic yards of Yard Waste, which may occur on one of the Scheduled Collection Days for Yard Waste or on a different day; or (b) collecting ten (10) cubic yards of Yard Waste on one of the Scheduled Collection Days for Yard Waste. The Administrator shall provide written notice to the Contractor each time the County wishes to exercise its rights under this paragraph. After receiving the Administrator's notice, the Contractor shall begin to collect the additional Yard Waste as expeditiously as possible. The Contractor shall complete its Collection efforts under this Section 7.4.7 within thirty (30) calendar days after receiving the Administrator's notice.

## **7.5 CURBSIDE RESIDENTIAL COLLECTION SERVICE FOR EXCESS AND OVERSIZED MATERIALS**

This Agreement does not require the Contractor to collect the following materials at Curbside from any Curbside Customer on a single Operating Day: (a) Yard Waste that exceeds two (2) cubic yards; (b) Construction and Demolition Debris that exceeds two (2) cubic yards; (c) Bulky Waste that exceeds two (2) cubic yards; (d) more than three (3) items of White Goods; or (e) any item of Yard Waste that exceeds the size and weight limits in Section 7.4, above. At its option, however, the Contractor may collect such materials as part of its routine Collection Service for Curbside Customers. In the alternative, the Contractor may collect such materials as a Special Collection Service, pursuant to Section 9, below.



## **7.6 RESIDENTIAL SIDE DOOR SERVICE**

The Contractor shall provide Side Door Service to a Curbside Customer in the Universal Collection Area if the Curbside Customer is physically unable to deliver their Garbage, Rubbish, and Recyclable Materials to the Curbside and there are no able-bodied people living with the Curbside Customer. However, the Contractor is not obligated to provide Side Door Service for Yard Waste, White Goods, or Bulky Waste. The Contractor also is not obligated to provide Side Door Service to any location that is not accessible. For the purposes of this Section 7.6, an accessible location is: (a) in the Curbside Customer's front yard, side yard or back yard; (b) within two hundred feet (200') of the nearest road or public right-of-way; (c) not inside an enclosure; (d) not behind a gate; and (e) not within a fenced area. Before the Contractor provides Side Door Service to a Curbside Customer, the County shall require the Customer to provide the County with a letter from the Customer's treating physician or other documentation verifying that the Customer is physically unable to deliver their Garbage, Rubbish, and Recyclable Materials to the Curbside. The Administrator shall resolve any disputes concerning this Section 7.6, including disputes as to whether a Curbside Customer is eligible for Side Door Service and disputes as to whether a location is accessible. Any Curbside Customer receiving Side Door Service pursuant to this Section 7.6 shall pay the standard Rate for Curbside Residential Collection Services, but shall not pay an additional Rate or fee for a Special Collection Service.

## **7.7 COLLECTION SERVICE FOR MULTI-FAMILY DWELLINGS**

A Multi-Family Dwelling with less than ten (10) total Dwelling Units shall receive Collection Service at Curbside, unless the Administrator approves the use of Mechanical Containers pursuant to Section 13.1, below. If a Customer resides in a Multi-Family Dwelling in the Universal Collection Area and receives Collection Service at Curbside, the Contractor shall provide Curbside Residential Collection Service to that Customer in compliance with the provisions in Sections 7.1 through 7.6, above.

A Multi-Family Complex shall receive Collection Service with Mechanical Containers, unless the Administrator approves the use of Garbage Carts pursuant to Section 13.1, below. If a Customer resides in a Multi-Family Complex and receives Collection Service with a Mechanical Container, the Contractor shall provide Collection Service to that Customer in compliance with the provisions in Section 7.8, below.

## **7.8 COLLECTION OF GARBAGE AND RUBBISH FROM COMMERCIAL PROPERTY**

- 7.8.1 The Contractor shall collect Garbage and Rubbish from each Commercial Customer in the Service Area. This Collection Service shall be provided at the minimum frequency required pursuant to Section 13.2, below.
- 7.8.2 The Contractor shall use Mechanical Containers to provide Commercial Collection Service for Garbage and Rubbish. However, the Contractor shall allow a Commercial Customer to Set Out its Garbage and Rubbish in Garbage Carts if the Commercial Customer generates less than two (2) cubic yards of waste each week and the Administrator approves the Customer's use of Garbage Carts.
- 7.8.3 The Contractor shall collect the Garbage and Rubbish that is Set Out in Mechanical Containers and Garbage Carts by Commercial Customers, but the Contractor is not obligated to collect Garbage or Rubbish that is placed outside the Mechanical Container or Garbage Cart.

- 7.8.4 The Contractor is not obligated to collect the Garbage, Rubbish, or other material in a Mechanical Container or Garbage Cart that is Overflowing. The Contractor may collect such material as a Special Collection Service, pursuant to Section 9, below.

## **7.9 RESIDENTIAL SUBSCRIPTION COLLECTION SERVICE**

In the Subscription Collection Area, the Contractor shall provide Collection Services at Curbside for those Customers that wish to receive such services from the Contractor and are willing to pay the applicable Rates for the services they receive. Such Customers include those residing in single-family Dwelling Units and those residing in Multi-Family Dwellings that are not Multi-Family Complexes. The Contractor may collect Garbage, Rubbish, and Source Separated Recyclable Materials subject to any terms and conditions that are mutually acceptable to the Customer and the Contractor. The Rates for such services shall be negotiated between the Customer and the Contractor. However, the Administrator shall have the right to review, approve, reject, or modify the Rates in cases where the Administrator reasonably determines the Rates are excessive. The Contractor shall use the Collection Containers, vehicles, and other equipment required in this Agreement when providing such services. The Contractor also shall comply with all of the requirements in this Agreement when providing such services.

## **7.10 COLLECTION OF CONSTRUCTION AND DEMOLITION DEBRIS, BULKY WASTE, WHITE GOODS, AND YARD WASTE FROM COMMERCIAL PROPERTY**

This Agreement does not give the Contractor the right to collect Construction and Demolition Debris, Bulky Waste, White Goods, or Yard Waste from Commercial Customers or Multi-Family Complexes in the Service Area. If the Contractor wishes to collect one or more of these materials, the Contractor must comply with the Applicable Law governing such services.

# **8. CONTRACTOR'S COLLECTION SERVICES FOR THE COUNTY**

## **8.1 COLLECTION FOR COMMUNITY EVENTS AND NEIGHBORHOOD CLEAN-UPS**

The Contractor shall provide Collection Services, without charge, for up to ten (10) Community Events (e.g., parades, festivals, and other special events) each Operating Year. The Administrator will designate each Community Event, and shall request the Contractor's Collection Services, in writing at least thirty (30) days before the event. The Administrator also shall designate the number and size of the Collection Containers required for each Community Event. The Contractor shall provide up to eight hundred (800) cubic yards of total (cumulative) capacity in Mechanical Containers each Operating Year for Community Events.

The Contractor also shall provide Collection Service, without charge, for Garbage, Rubbish, Bulky Waste, White Goods, Yard Waste, and other debris when the County conducts a neighborhood or lot clean-up event. The Administrator shall request such services in writing at least fifteen (15) days before the proposed neighborhood clean-up. In cases involving illegal dumping or other conditions that pose a nuisance or danger to the public, the Contractor shall provide its Collection Service within one (1) Operating Day after receiving a written request for such service from the Administrator. The Contractor shall provide Collection Service for up to ten (10) neighborhood clean-ups each Operating Year. The Contractor shall provide up to three hundred (300) cubic yards of total (cumulative) capacity in Mechanical Containers each Operating Year for neighborhood clean-ups.

**8.2 CHARGES FOR EXTRA COLLECTION SERVICES**

The Contractor shall not be paid a fee for providing Collection Services to the County pursuant to Section 8 of this Agreement, except in the following instances:

- (a) The Contractor provides Collection Service for more than ten (10) Community Events in one Operating Year or more than eight hundred (800) cubic yards of capacity in Mechanical Containers for Community Events in one Operating Year; or
- (b) The Contractor provides Collection Service for more than ten (10) neighborhood clean-ups or provides more than three hundred (300) cubic yards of capacity in Mechanical Containers for neighborhood clean-ups, in one Operating Year.

In all such cases, the proposed fee for the Contractor's additional Collection Services shall be negotiated with the Administrator before the Contractor provides any Collection Service that would require a payment pursuant to this Section 8.2. No payment from the County shall be required for any such service unless the Contractor advises the County in advance that the requested service will exceed one of the thresholds identified in (a) or (b), above, and the County confirms in writing that the County wants the Contractor to provide its Collection Services, based on the negotiated Rates. The Contractor's Rates for these additional Collection Services shall be consistent with the Rates set forth in Exhibit 5 for Commercial Collection Services.

**8.3 COUNTY'S INTEGRATED SOLID WASTE MANAGEMENT PROGRAM AND PUBLIC EDUCATIONAL ACTIVITIES**

The Contractor shall help the County enhance its solid waste management and recycling programs by providing technical advice and assistance concerning these activities. The Contractor also shall help the County develop educational programs and materials concerning integrated Solid Waste management practices, including Recycling. Further, the Contractor shall assist in presentations to schools, civic groups, homeowners' associations, and other groups, when requested to do so by the Administrator. However, the Contractor is not obligated to make any out-of-pocket expenditures to comply with the requirements in this Section 8.3.

**8.4 CONTRACTOR'S CONTRIBUTIONS TO THE COMMUNITY**

The Contractor shall provide financial contributions and in-kind services to support County-sponsored events, local educational institutions, and non-profit organizations in their efforts to improve the local community. The Contractor's contributions and services shall equal or exceed Twenty Thousand Dollars (\$20,000) in value each Operating Year. The services provided pursuant to Sections 8.1 and 8.2, above, shall not be considered when determining whether the Contractor has satisfied its obligations under this Section 8.4. On or before October 1, 2024 and each October 1 thereafter, the Contractor shall provide documentation to the Administrator demonstrating that the Contractor has satisfied its commitments under this Section 8.4. If at any time the County reasonably concludes that the Contractor has not fully satisfied these financial commitments, the Contractor shall remedy the shortfall within twelve (12) months after receiving written notice from the Administrator.

**9. SPECIAL COLLECTION SERVICES**

The Contractor may provide Special Collection Services for its Customers. The Special Collection Services for Curbside Customers include the Collection of excess and oversized material pursuant to Section 7.5,

and similar services that are not required herein. Similarly, the Contractor may provide Special Collection Services for Commercial Customers, including the Collection of waste material from Overflowing Mechanical Containers. The Contractor shall be paid for Special Collection Services by the Customer pursuant to Section 39.9, below.

## **10. HOURS AND DAYS OF CONTRACTOR'S COLLECTION SERVICES**

- 10.1** The Contractor shall provide Curbside Residential Collection Services on Monday through Friday, except Holidays. The Contractor shall offer, and upon request shall provide, Multi-Family Collection Services, Commercial Collection Services, and Special Services on Monday through Saturday, except Holidays. At the Contractor's option, the Contractor may provide Special Collection Services and Commercial Collection Services on Sundays and Holidays if such services are requested by the Customer and approved in advance by the Administrator.
- 10.2** The Contractor shall not provide Curbside Residential Collection Service or Multi-Family Collection Service before 7:00 a.m. or after 6:00 p.m. The Contractor shall not provide Commercial Collection Service before 7:00 a.m. or after 6:00 p.m. at any location that is within 150 yards of a single-family Dwelling Unit or a Multi-Family Dwelling Unit. The Contractor may provide Commercial Collection Service at any other location at any time that is acceptable to the Contractor and its Commercial Customer.
- 10.3** If the County receives complaints about the noise or disturbance caused by the Contractor's Collection Services at a particular location, the Administrator may restrict the times for the Contractor's Collection Services at that location to the hours between 7:00 a.m. and 6:00 p.m., without increasing the Contractor's Rates.
- 10.4** Notwithstanding anything else contained herein, the hours and days of Collection Service may be extended or modified (a) when such change is requested by the Contractor and approved in advance by the Administrator and (b) when the Administrator determines that such change is necessary or otherwise appropriate to protect the public health, safety, or welfare.

## **11. SCHEDULES AND ROUTES FOR COLLECTION SERVICES**

### **11.1 SCHEDULES AND ROUTES**

The Contractor shall establish Routes and schedules that satisfy the requirements of this Agreement and maximize the efficiency of the Contractor's operations. However, to the extent practicable, the Contractor also shall attempt to minimize any changes to the Routes and schedules used for Curbside Customers prior to the Residential Commencement Date. The Routes established under this Agreement shall be separate from the Routes the Contractor uses for the Collection of Solid Waste generated outside of the Service Area (e.g., in the an incorporated area of the County; in another County). The Contractor shall submit its proposed Routes and schedules to the Administrator as part of the Collection Plan that is required pursuant to Section 25, below. The proposed Routes and schedules shall be subject to the Administrator's approval. After the Contractor's Collection Plan is approved by the Administrator, the Contractor shall provide Collection Service in accordance with the approved Routes and schedules in the Collection Plan. The Administrator may waive one or more of the requirements in this Section 11.1 if the Administrator concludes that a waiver is in the public interest.

## **11.2 SCHEDULED COLLECTION DAYS FOR BULKY WASTE, WHITE GOODS, YARD WASTE, AND SOURCE SEPARATED RECYCLABLE MATERIALS**

The Contractor shall collect a Curbside Customer's Garbage, Rubbish, Source Separated Recyclable Material, and Yard Waste each week on a Scheduled Collection Day. All these materials shall be collected on the same day. The Contractor shall collect a Curbside Customer's Bulky Waste and White Goods every other week on the Scheduled Collection Day for the Customer's Garbage and other materials.

## **12. CHANGES TO COLLECTION SCHEDULES AND ROUTES FOR RESIDENTIAL SERVICE**

### **12.1 NO CHANGES WITHOUT ADMINISTRATOR'S APPROVAL**

After the Commencement Date, the Contractor shall not change a Route or a Scheduled Collection Day for Curbside Residential Collection Service unless the Contractor receives the Administrator's prior written approval for the proposed change. The Contractor shall submit a description of all proposed Route and schedule changes to the Administrator at least thirty (30) calendar days prior to the proposed implementation of such changes to Curbside Residential Collection Services.

### **12.2 HOLIDAY SCHEDULES**

12.2.1 The Contractor shall not provide Collection Service on a Holiday, unless prior written authorization has been granted by the Administrator.

12.2.2 If a Curbside Customer's Scheduled Collection Day for Garbage or any other material falls on a Holiday, the Contractor shall delay the Collection of the Customer's Garbage or other material until the next Operating Day after the Holiday. Consequently, the Curbside Customer will receive Collection Services for Garbage and other materials during the week of the Holiday, but such services shall be delayed one Operating Day.

12.2.3 During the week of a Holiday, any Collection Service that is scheduled after the Holiday shall be delayed one Operating Day.

12.2.4 If a Customer receives Collection Service with a Mechanical Container and the Customer's Scheduled Collection Day for Garbage falls on a Holiday, the Contractor shall provide Collection Service to the Customer on the first Operating Day after the Holiday.

12.2.5 Notwithstanding the provisions in Section 12.2.2, 12.2.3, and 12.2.4, the Contractor may propose and the Administrator may approve alternate schedules for the Collection of Residential Waste during and after a Holiday.

### **12.3 PUBLIC NOTICE OF CHANGES**

If the Administrator approves a permanent change in the Contractor's Scheduled Collection Days or Routes, the Contractor shall provide all affected Customers with notice of the change and shall comply with the requirements in Section 36, below, unless a different notice is authorized by the Administrator.

### **12.4 NOTICE OF TEMPORARY DELAYS**

The Contractor shall inform the Administrator about any event (e.g., disabled trucks, accidents, or shortage of staff) that will cause delays in the Contractor's normal Collection schedule. The Contractor shall provide such notice within two (2) hours of the event.

#### **12.5 NO DELAYS EXCUSED FOR FLUCTUATIONS IN SOLID WASTE QUANTITIES**

The quantity of Solid Waste generated in the County may fluctuate during an Operating Year and from year-to-year. These fluctuations will not justify or excuse a failure by the Contractor to provide Collection Service in compliance with the approved schedules and Routes. The Contractor is responsible for the timely Collection of the Solid Waste and Recyclable Material that is Set Out on the Scheduled Collection Days, regardless of any fluctuations in the amount of material that is Set Out.

### **13. ADMINISTRATOR'S AUTHORITY TO DETERMINE REQUIREMENTS FOR COLLECTION SERVICE**

- 13.1** The owner or the manager of a Multi-Family Dwelling with less than ten (10) total Dwelling Units may request the Administrator's permission to receive Collection Services with Mechanical Containers. The owner or manager of a Multi-Family Complex may request the Administrator's permission to receive Collection Services with Garbage Carts. The Administrator shall have the exclusive authority to approve or deny such requests. The Contractor shall provide its Collection Services in compliance with the Administrator's determinations concerning such requests.
- 13.2** If a Customer will receive Collection Service with a Mechanical Container, the Contractor and Customer initially shall determine the size of the Collection Container that will be used and the frequency of the Collection Service, but Collection Service with Mechanical Containers shall be provided: (a) at least once each week for all Customers; and (b) at least twice each week for all restaurants, grocery stores, and other Commercial Customers that generate significant quantities of Garbage or other wastes that may create objectionable odors or other conditions that may result in a public nuisance. However, the Administrator may approve less frequent Collection Service if the Contractor or Customer demonstrates to the Administrator's satisfaction that less frequent service will not cause objectionable odors or other nuisance conditions
- 13.3** The Administrator shall have the right to increase or decrease (a) the frequency of any Collection Service and (b) the size and number of the Collection Containers used by any Customer. The size of the Collection Container and the frequency of Collection Service provided to a Customer shall be sufficient to ensure that the Collection Container is not Overflowing, and Solid Waste is not placed outside the Collection Container, between Scheduled Collection Days. If necessary, the County may initiate a code enforcement proceeding or take other corrective actions against the Customer to ensure that the Customer receives an appropriate level of service.
- 13.4** If the Contractor and a Customer cannot agree about the size of the Collection Container or the frequency of Collection Service, the Contractor or the Customer may notify the Administrator about their dispute. In such cases, the Administrator shall determine whether it is necessary to change the frequency of service or the size of the Collection Container, and the Contractor shall provide its service in compliance with the Administrator's determination. The Customer shall pay the applicable Rates for the Contractor's Collection Service, whether the level of service is increased or decreased.

- 13.5** The Administrator shall have the authority to determine the appropriate location for the placement of any Collection Container used by any Customer.

## **14. THE RESIDENTIAL CUSTOMER LIST**

- 14.1** The County shall prepare a Residential Customer List, which shall identify each Dwelling Unit in the Universal Collection Area that is entitled to receive Curbside Residential Collection Service from the Contractor. No later than ninety (90) days before the Residential Commencement Date, the County shall provide its preliminary Residential Customer List to the Contractor. The preliminary Residential Customer List shall be based on the County's list of Improved Property that is included in the assessment roll used by the County to assess and collect a non-ad valorem special assessment in the County for Curbside Residential Collection Services. The preliminary Residential Customer List shall be subject to any additions or deletions deemed appropriate by the County.
- 14.2** The County shall notify the Contractor promptly after (a) a Certificate of Occupancy is issued by the County for a new Dwelling Unit that should be added to the Residential Customer List and (b) the County determines it is time to provide Curbside Residential Collection Service to such Dwelling Unit. After receiving this notification, the Contractor shall begin to provide Curbside Residential Collection Service to the Dwelling Unit within three (3) Operating Days, except as otherwise provided herein.
- 14.3** The County shall notify the Contractor if the County wants the Contractor to terminate its Curbside Residential Collection Service to a Dwelling Unit. The Contractor shall terminate its Curbside Residential Collection Service within three (3) Operating Days after receiving the County's notice or upon the date specified in the notice.
- 14.4** The County shall update the Residential Customer List annually. The County shall adjust the Residential Customer List to correspond with the occupancy of existing and new buildings, as well as the demolition of old buildings in the Universal Collection Area. A new Dwelling Unit shall be deemed to be occupied when a Certificate of Occupancy has been issued and the County requests the Contractor to provide Collection Service to the new Dwelling Unit.

## **15. PROPER COLLECTION PROCEDURES FOR CONTRACTOR**

- 15.1** When providing Collection Services, the Contractor shall thoroughly empty the Customer's Collection Containers and return them in an upright position to the location where they were placed by the Customer. The Contractor shall not place a Collection Container in a location where the container blocks a sidewalk, street, alley, or driveway.
- 15.2** After the Contractor empties a Collection Container that has a lid, the Contractor shall place the lid back on top of the Collection Container and close it securely. This requirement does not apply to Garbage Carts or Recycling Carts that are collected with fully-automated equipment (e.g., automated side-loading trucks).
- 15.3** The Contractor shall handle Collection Containers carefully and in a manner to prevent damage. Garbage Carts and Recycling Containers shall not be tossed or thrown by the Contractor.
- 15.4** The Contractor shall provide Collection Service with as little noise and disturbance as possible.

- 15.5** The Contractor shall be responsible for the proper handling of any White Goods that the Contractor collects. The Contractor shall take appropriate steps to minimize the release of Freon, coolants, and other similar materials from White Goods. Among other things, the Contractor shall not crush or compact any White Goods or Electronic Equipment that the Contractor collects, if such materials are Set Out separately for Collection. However, a Customer is not required to remove Freon, coolants, or other similar materials from White Goods before the White Goods are Set Out, and the Contractor is not required to remove such materials from the White Goods before the White Goods are collected.

## **16. RESTRICTIONS ON COLLECTION OF MIXED LOADS**

- 16.1** The Contractor may collect Garbage, Rubbish, and Bulky Waste in the same Collection vehicle.
- 16.2** The Contractor may collect Bulky Waste and White Goods in the same Collection vehicle, but the Contractor must separate the Bulky Waste from the White Goods before the Contractor transfers possession of the White Goods to the Designated Facility.
- 16.3** The Contractor shall collect Source Separated Recyclable Materials in a “dual stream” and shall keep the two different categories of Source Separated Recyclable Materials in separate compartments of the Collection vehicle, as described in Section 7.2.2, above.
- 16.4** The Contractor shall not combine Source Separated Recyclable Materials or Electronic Equipment with each other or with any other type of material. However, the Contractor shall have no obligation to separate these materials from other types of Solid Waste if a Customer placed them in a Collection Container with the other types of Solid Waste.
- 16.5** Yard Waste shall be collected separately by the Contractor and shall not be mixed with any other types of Solid Waste in the Collection vehicle.
- 16.6** Residential Waste and Recyclable Materials collected in the Universal Collection Area shall not be transported by the Contractor in the same vehicle with, and shall not be combined with: (a) any wastes or materials collected outside of the Universal Collection Area; (b) any Commercial Waste; (c) any material collected from a Multi-Family Complex; or (d) any material collected when the Contractor provides a Special Service.
- 16.7** The Contractor shall not collect Source Separated Recyclable Materials in a vehicle that is used to collect Solid Waste, unless the Contractor is using a Pup Truck that has been approved for such use pursuant to Section 29.11, below.
- 16.8** Notwithstanding the foregoing, the Administrator may grant relief from all of the restrictions in this Section 16, and thus allow the Contractor to combine different types of Solid Waste and Recyclable Materials, if the Administrator determines that this practice will be in the public interest. In such cases, the Contractor shall file a request for relief with the Administrator, describing the specific procedures that will be established to properly account and pay for the management of the mixed materials. The Administrator may grant or deny the request, in the Administrator’s sole discretion.



## 17. NON-COLLECTION PROCEDURES

- 17.1 The Contractor shall place a Non-Collection Notice on a Customer's Collection Container if the Contractor decides that the Contractor will not empty the Collection Container because the container or the waste in the container was not Set Out in compliance with the applicable requirements in this Agreement. The Non-Collection Notice shall be placed on or attached to the Customer's waste materials (e.g., Bulk Waste) if the waste is not inside a Collection Container. In all cases, the Non-Collection Notice shall be placed in a location where the notice is conspicuous and will be readily seen by the Customer. If the Contractor does not place a Non-Collection Notice on the Customer's Collection Container or waste, and fails to collect the Customer's waste, the Administrator may require the Contractor to return to the Customer's Premises promptly and collect the waste. The Collection Service shall be completed before the end of the next Operating Day, except as otherwise provided in Section 18 for Missed Collections involving a Residential Customer.
- 17.2 The Contractor is responsible for determining whether a Customer's Recycling Container contains Contaminated Recyclable Material. The Contractor may leave the Contaminated Recyclable Material in the Recycling Container, but if the Contractor does, the Contractor shall place a Non-Collection Notice on the container, explaining why the material was not collected.
- 17.3 The Contractor shall not collect Residential Waste or Commercial Waste from a Customer if the Contractor believes the Residential Waste or Commercial Waste contains Hazardous Material, Radioactive Waste, or Biomedical Waste. In such cases, the Contractor shall place a Non-Collection Notice on the Collection Container, take photographs of the improper waste, and immediately notify the Field Supervisor. If the generator of such waste is unknown, the Contractor shall work with the Administrator to identify the generator and identify an appropriate method to remove and dispose of the waste in a lawful manner.
- 17.4 If a Collection Container is temporarily inaccessible due to causes beyond the resident's control, the Contractor shall provide Collection Service later the same Operating Day, whenever feasible. If it is not feasible, the Contractor shall leave a Non-Collection Notice and provide Collection Service on the next Operating Day.
- 17.5 The Contractor shall notify the Administrator about any Customer that routinely fails to comply with the Set Out requirements in this Agreement. For example, the Contractor shall notify the Administrator if a Curbside Customer routinely places: (a) Plastic Bags outside of their Garbage Cart; (b) more waste at the Curbside than is allowed under Section 7.3 or Section 7.4; (c) pieces of Yard Waste at Curbside that exceed the limits in Section 7.4; or (d) Contaminated Recyclable Material in their Recycling Container. The Contractor also shall notify the Administrator about any Commercial Customer that routinely has an Overflowing Mechanical Container.
- 17.6 The design and content of the Non-Collection Notices shall be developed by the Contractor, but shall be subject to the approval of the Administrator. At a minimum, the Non-Collection Notices shall contain the following information: (a) the issuance date; (b) the Contractor's reason for not providing Collection Service; (c) information advising the Customer how to correct the problem; and (d) the telephone number to call if the Customer has any questions for the Contractor.
- 17.7 The Contractor shall make a good faith effort to collect the Solid Waste that is Set Out for Collection, even if some inappropriate material is comingled with it. For example, if a Curbside Customer places Bulky Waste or Yard Waste at the Curbside, but also places a Plastic Bag filled

with Garbage on top of the Bulky Waste or Yard Waste, the Contractor shall set aside the Plastic Bag and collect the other materials. However, if a Customer has comingled Garbage with Yard Waste or Bulky Waste to such an extent that it is not practicable to segregate the materials, the Contractor shall place a Non-Collection Notice on the materials and promptly notify the Administrator concerning the location and estimated size of the pile of combined materials. If the Contractor fails to leave a non-Collection Notice and notify the Administrator, the Contractor may be required to collect the pile of combined materials pursuant to Section 17.1. above.

## **18. PROCEDURES FOR MISSED COLLECTIONS**

Whenever the Administrator or a Customer notifies the Contractor about a Missed Collection, the Contractor shall promptly return to the Customer's Premises and collect the Residential Waste, Commercial Waste, and Source Separated Recyclable Material that has been Set Out for Collection. The Contractor shall collect such material before the end of the next Operating Day (i.e., the Operating Day after the Contractor received notice). However, if the Missed Collection involves a Curbside Residential Collection Service on a Friday, the Contractor shall collect the Customer's materials no later than the end of the day on Saturday, except Holidays. The requirements in this Section 18 shall not apply if the Contractor presents photographs or other relevant information demonstrating to the Administrator's reasonable satisfaction that the Contractor provided timely Collection Service to the Customer, but the Customer failed to Set Out their Residential Waste, Commercial Waste, or Source Separated Recyclable Material in a timely manner.

## **19. PROTECTION OF PRIVATE AND PUBLIC PROPERTY**

- 19.1** The Contractor's employees shall not trespass on private property; provided, however, the Contractor's employees may walk on a Customer's property when providing Collection Service (e.g., Side Door Service) pursuant to this Agreement. The Contractor's employees shall follow the sidewalk for pedestrians and shall not cross a Customer's property to an adjoining property unless the occupants or owners of both properties have given their prior written permission. The Contractor's employees shall not loiter on or meddle with any property of any other Person.
- 19.2** The Contractor's employees shall not damage any public or private property, including but not limited to roads, driveways, sidewalks, utilities, mailboxes, trees, flowers, shrubs, grass, and Collection Containers.
- 19.3** The Contractor shall not damage trees in the County. Among other things, the Contractor shall not drive large vehicles on narrow streets, or drive tall vehicles under overhanging limbs, where the vehicles will break or damage the tree limbs. The Contractor also shall not damage tree trunks or roots when collecting Yard Waste or other materials (e.g., when Collecting Yard Waste with a clamshell bucket).
- 19.4** The Contractor shall promptly restore the soil, sod, and grade at any location where the Contractor's Collection of Yard Waste or other material creates a significant depression, as determined by the Administrator. The Contractor shall fill such depressions, restore the grade to match the surrounding area, and replace any sod that has been destroyed by the Contractor's actions.
- 19.5** The Contractor shall instruct its employees concerning the proper procedures to be followed when an employee is involved in an accident that results in damages to public or private property. At a minimum, the employee shall immediately notify the Field Supervisor and the property owner. If

the property owner is not known or readily identifiable, the driver shall leave a notice that includes the Contractor's name and phone number.

- 19.6** The Contractor shall be responsible for all damages, costs, and liabilities associated with the repair, restoration, or replacement of any property that has been damaged by the Contractor's equipment, employees, or agents, to the extent that such damage was caused by or results from the actions of the Contractor, its employees, or agents. The Contractor shall promptly investigate and respond to any claim concerning property damage. If the Administrator or a Customer notifies the Contractor concerning any such damage, the Contractor shall investigate and respond to the Administrator and Customer before the end of the next Operating Day. However, if the Contractor receives notice on a Friday, the Contractor shall investigate and respond before the end of the next calendar day (i.e., Saturday), except Holidays. The Contractor shall repair any damage within three (3) Operating Days after receiving notice, unless the Contractor requests and the Administrator grants approval of an extension of time. If the Contractor uses continuous and diligent efforts to meet the deadlines in this Section 19.6 but nonetheless is unable to comply, the Administrator shall grant reasonable extensions of time for the work required herein. Any disputes concerning the Contractor's obligations for the repair of property damages shall be resolved by the Administrator. In all cases, the Contractor shall be required to restore the public or private property to a condition that is at least equal to the condition that existed before the damage occurred. If the Contractor fails to complete the repair or restoration work within the timetable specified by the Administrator, the County may hire a third party to perform the work and then deduct the cost of the work from the County's payments to the Contractor.
- 19.7** In all cases, the Contractor may submit photographs, GPS data, or other relevant information to demonstrate that the Contractor did not cause the damage. The Administrator shall fairly consider all such information before the Administrator decides whether the Contractor must undertake any repairs or other work pursuant to this Section 19.

## **20. CONTRACTOR'S ACCESS TO STREETS AND COLLECTION CONTAINERS**

- 20.1** The Contractor shall have the right to use all of the public roadways in the County, except as otherwise provided herein.
- 20.2** The Contractor shall use suitable vehicles and equipment (e.g., smaller trucks), as necessary, to provide Collection Service on narrow and dead-end streets, unpaved streets, private roads, and other areas where access is limited.
- 20.3** The Contractor's vehicles shall not enter or drive upon any private driveway or Improved Property, to turn around or for any other purpose, unless the Contractor has received the owner's prior written permission to do so.
- 20.4** The Contractor's vehicles shall not unreasonably interfere with vehicular or pedestrian traffic. The Contractor's vehicles shall not be left unattended on streets or alleys, except when the Contractor has received the Administrator's prior written approval to leave a vehicle unattended while providing Side Door Service.
- 20.5** The County reserves the right to deny the Contractor's vehicles access to certain streets, alleys, bridges, and roadways when the County is repairing such areas or the County otherwise determines it is in the public's best interest to restrict access. Whenever possible, the County shall provide the

Contractor with reasonable notice of such restrictions so that the County's action does not unduly interfere with the Contractor's normal operations.

- 20.6** If the Contractor cannot provide Collection Service to a Customer because a public or private street is temporarily closed to vehicular traffic, the Contractor shall return no later than the next Operating Day to provide service to the Customer. If the street is still closed at that time, Contractor shall provide Collection Service to the Customer on the next Scheduled Collection Day.
- 20.7** The Contractor shall work with its Customer to determine a mutually acceptable location for the Collection of the Customer's waste if access to a street, alley, bridge, or public or private roadway becomes impassable or if access is denied for any reason. If a mutual agreement cannot be reached, the Contractor shall provide Collection Service from the nearest public roadway that is accessible by the Contractor's Collection vehicle or from a location specified by the Administrator.
- 20.8** If the Contractor encounters a Customer or situation (e.g., dogs; narrow streets; low-hanging electrical wires) that prevents the Contractor from gaining the access needed to provide the Collection Service required in this Agreement, and the Contractor is unable to resolve the issue with the Customer, then the Contractor shall report the problem to the Administrator and the Administrator shall resolve the problem. The Contractor and the Customer shall take such action as the Administrator deems necessary and appropriate to enable the Contractor to provide Collection Service to the Customer.

## **21. THE COUNTY'S DESIGNATED FACILITIES**

- 21.1** The Contractor shall deliver all the Solid Waste and Source Separated Recyclable Materials it collects pursuant to this Agreement to a Designated Facility or facilities.
- 21.2** The Designated Facility for Garbage, Rubbish, Bulky Waste, White Goods, and Source Separated Recyclable Materials is the Leveda Brown Environmental Park and Transfer Station, which is located at 5115 NE 63<sup>rd</sup> Street, Gainesville, Florida 32609.
- 21.3** The Designated Facilities for Yard Waste are (a) the Leveda Brown Environmental Park and Transfer Station and (b) the County Line Landfill, which is located at 20103 SW Archer Road, in Archer, Florida 32618.
- 21.4** The Contractor is not obligated to deliver the following materials to a Designated Facility: (a) Recovered Materials that the Contractor collects from Commercial Customers; and (b) Exempt Waste, as described in Section 23, below.
- 21.5** The County Manager shall have the right to select a new Designated Facilities for the Recycling, reuse, or disposal of any of the materials collected by the Contractor pursuant to this Agreement. The County Manager shall provide reasonable advance written notice to the Contractor before the County requires the Contractor to use a different Designated Facility for any material that the Contractor collects pursuant to this Agreement. In such cases the County and the Contractor shall work together in good faith to determine whether, and the extent to which, the Rates paid to the Contractor should be increased or decreased because of the County's decision.
- 21.6** If the County selects a new Designated Facility to replace the County Line Landfill for Yard Waste, the Rates approved herein shall not increase unless the Designated Facility is more than twenty-five (25) miles from the County Administration Building located at 12 SE 1st Street, Gainesville,

Florida. The distance from the County Administration Building to the new Designated Facility shall be measured in a straight line on a map (i.e., the distance shall not be measured in road miles). Any increase in the Rates shall be limited solely to the amount that the Contractor's transportation costs have increased as a result of transporting the Yard Waste more than twenty-five (25) miles to the new Designated Facility. For example, if the new Designated Facility is located thirty (30) miles from the County Administration Building, the adjustment shall be based on the incremental cost of transporting the Yard Waste an additional five (5) miles. Any such costs must be commercially reasonable and fully documented by the Contractor.

## **22. SPILLAGE AND LITTER BY CONTRACTOR**

- 22.1** The Contractor shall not cause or allow any Solid Waste, liquid, or other material to be spilled, released, or otherwise dispersed in the County as a result of the Contractor's activities.
- 22.2** The Contractor shall immediately pick up any spillage or litter from Collection Containers that is caused by the Contractor.
- 22.3** When hauling or transporting any material over public roads in the County, the Contractor shall use a covered or enclosed vehicle or other device to prevent the material from falling, blowing, or escaping from the vehicle. The hopper door (if any) on a Collection vehicle shall be closed whenever the vehicle is traveling in excess of twenty (20) miles per hour on a public or private road. The Contractor shall immediately stop and pick up any Solid Waste or any other material that escapes from or is scattered by the Contractor's vehicle.
- 22.4** The Contractor's vehicles shall not release or cause litter in violation of the Florida Litter Law (Section 403.413, Florida Statutes) or the Ordinances. The Contractor shall immediately stop its vehicle and retrieve any litter that is released or falls from the Contractor's vehicle.
- 22.5** The Contractor shall immediately clean up any oil, hydraulic fluid, or other liquid that leaks or spills from Contractor's vehicles. The Contractor also shall repair, or pay for the repair of, any damage associated with such leaks or spills. The requirements in Section 19.6 shall apply to the Contractor's actions under this Section 22.5.
- 22.6** If the Administrator or a Customer notifies the Contractor that the Contractor has caused litter, or caused a leak or spill of Solid Waste, oil, hydraulic fluid, or other liquids or materials, the Contractor shall clean up the liquids and materials before the end of the next calendar day. However, the Contractor's obligation to clean up litter, leaks, and spills shall be waived by the Administrator if the Contractor demonstrates to the Administrator's reasonable satisfaction that the Contractor did not cause the litter, leak, or spill.

## **23. EXEMPT WASTES AND RECOVERED MATERIALS**

- 23.1** The following types of Exempt Waste are not subject to the Contractor's exclusive franchise under this Agreement. These Exempt Wastes may be collected by the owner or occupant of the Improved Property where the Exempt Waste is generated, or by their agent, and taken to any Solid Waste Management Facility or other facility that is licensed to receive such materials. This Agreement does not prohibit the Contractor from collecting Exempt Waste as a Special Collection Service or otherwise, provided that the Contractor complies with all Applicable Law when collecting such material.

- (a) Land Clearing Debris.
- (b) Roofing materials generated, collected, and transported by a roofing company.
- (c) Construction and Demolition Debris (except as provided in Section 7.3.2).
- (d) Recovered Materials that are generated and Source Separated on Commercial Property.
- (e) Excavated fill and earthen material.
- (f) Solid Waste and by-products generated from an industrial process.
- (g) Liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.
- (h) Trash, debris, animal bedding, animal wastes, and other materials resulting from farming, equestrian, plant nursery, or agricultural operations.
- (i) Wrecked, scrapped, ruined or dismantled motor vehicles or motor vehicle parts, including used oil, tires, and lead-acid batteries.
- (j) Boats, boat motors, and boat trailers.
- (k) Disaster Debris.
- (l) Hazardous Material, Biomedical Waste, and Radioactive Waste.
- (m) Sludge.
- (n) Materials and wastes similar to those listed above, when designated by the Administrator.

**23.2** Pursuant to Section 403.7046(3), Florida Statutes, nothing in this Agreement requires a commercial establishment to sell or convey its Source Separated Recovered Materials to the County or a facility designated by the County. Nothing contained in this Agreement restricts the right of a commercial establishment to sell or convey the establishment's Source Separated Recovered Materials to a properly certified Recovered Materials dealer that has satisfied the requirements in Section 403.7046, Florida Statutes.

## **24. THE CONTRACTOR'S SAFETY PROGRAM**

**24.1** The Contractor shall develop, implement and maintain a written safety plan for all of its operations under this Agreement. The safety plan shall comply with all OSHA requirements and other Applicable Laws. A written copy and an electronic copy of the safety plan shall be provided to the Administrator for informational purposes. The County's receipt of the safety plan shall not constitute the County's approval of the plan or the County's acquiescence concerning the appropriateness of such plan. The Contractor shall comply with its safety plan at all times.

- 24.2** The Contractor shall appoint an employee who is qualified and authorized, as defined by OSHA, to supervise and enforce safety compliance.
- 24.3** The Contractor shall provide routine safety training to all of its employees, in compliance with OSHA requirements and all Applicable Laws. Refresher courses and supplemental training shall be provided as necessary. Documentation of the Contractor's training programs, and documentation of the successful training of each employee, shall be maintained on file and shall be provided to the Administrator upon request.
- 24.4** The Contractor shall follow all OSHA regulations and Applicable Laws regarding personal protective equipment.
- 24.5** The Contractor's employees shall be trained and instructed to drive in a safe, defensive manner. Among other things, the drivers of the Contractor's Collection vehicles shall be instructed that they shall not "text" or talk on their telephones while they are driving a Collection vehicle that is moving.
- 24.6** The Contractor's safety plan shall include a written procedure for the immediate removal to a hospital or a doctor's care of any employee or other Person that is injured and requires medical assistance.
- 24.7** The Contractor shall regularly update its safety plan to reflect any changes in the Contractor's operations. The Contractor shall deliver an updated safety plan to the Administrator with the Contractor's annual report, pursuant to Section 35.4, below.

## **25. THE CONTRACTOR'S COLLECTION PLAN**

- 25.1** The Contractor shall prepare a Collection Plan that describes in detail how the Contractor will provide Collection Service in compliance with the requirements in this Agreement. At a minimum, the Collection Plan shall identify and describe the vehicles, equipment, personnel, Routes, and schedules the Contractor will use for each type of Collection Service. The Collection Plan shall include all the vehicles and personnel that the Contractor promised to commit to the County, as described in the Contractor's response to the County's RFP and summarized in Exhibit 11. The Collection Plan shall include a legible map for each Route. The map shall identify: (a) the Operating Days when Collection Service will be provided on each Route; (b) the starting and ending points for each Route; (c) the type of Collection Service that will be provided on each Route on each Scheduled Collection Day; and (d) the type of Collection vehicle and the cargo capacity of each Collection vehicle that will be used on each Route.
- 25.2** The Collection Plan shall identify each Designated Facility that will receive the materials collected by the Contractor pursuant to this Agreement.
- 25.3** The Collection Plan shall identify the procedures that will be used by the Contractor to ensure that the County is not billed inappropriately for the Collection, disposal, or Recycling of Solid Waste or other materials. Among other things, the Collection Plan shall identify the procedures that will be used by the Contractor to ensure that each Designated Facility is fully informed whenever the Contractor delivers Solid Waste or other material for which the Contractor, rather than the County, must pay the applicable Tipping Fee (e.g., when Solid Waste is collected from a Commercial Customer).

- 25.4 If requested by the Administrator, the Collection Plan shall include the manufacturer's specification sheets for the Collection Containers provided by the Contractor under this Agreement.
- 25.5 An updated Collection Plan shall be submitted to the Administrator within ten (10) days whenever the Contractor changes a Route or other component of the plan.
- 25.6 At least seven (7) days before each Commencement Date, the Collection Plan shall be updated to include all of the information required pursuant to Section 5.2(l) or Section 5.3(k), as applicable. Thereafter, the Collection Plan shall be updated whenever the Contractor adds or removes a Collection vehicle or Mechanical Container from service in the County.
- 25.7 The Collection Plan and all revisions to the plan are subject to the Administrator's prior written approval. The Contractor shall provide its services in compliance with the approved Collection Plan, unless the Administrator has given prior written approval for a deviation from the plan

## **26. OWNERSHIP OF SOLID WASTE AND RECYCLABLE MATERIALS**

For the purposes of this Agreement, Solid Waste and Source Separated Recyclable Material belong to the Person generating such waste or material, until the Solid Waste or material is Set Out by that Person (i.e., the generator) and collected by the Contractor. When the Contractor takes possession of the Solid Waste and Source Separated Recyclable Material on behalf of the County, title to the waste and material shall pass to the County. Nonetheless, the Contractor shall be solely responsible and liable for the proper handling and lawful management of such waste and material until they are delivered to and accepted by a Designated Facility. Upon acceptance, title to the waste and material shall pass to the owner of such facility.

Notwithstanding anything else contained herein: (a) the Contractor shall not take, keep, process, alter, sell, remove, or otherwise dispose of any such waste or material without the prior written consent of the County; (b) the generator shall at all times retain title to and liability for Hazardous Material, Biomedical Waste, and Radioactive Waste; and (c) the Contractor shall not be responsible for the actions of a Designated Facility that has accepted the County's Solid Waste and Source Separated Recyclable Material from the Contractor.

## **27. SET OUT PROCEDURES FOR CUSTOMERS**

The procedures and requirements established in this Section 27 shall be followed by the Contractor's Customers. However, the Contractor shall collect a Customer's Solid Waste and Source Separated Recyclable Materials, even if the Customer fails to strictly comply with the requirements in this Section 27, unless (a) the Administrator concurs in advance that the Contractor does not need to provide Collection Service to the Customer or (b) the Contractor places a Non-Collection Notice on the Customer's Collection Container and complies with the requirements in Section 17, above. The requirements in the County's Ordinances, including but not limited to Title 7, Chapter 75 (Solid Waste) of the County's Ordinances, shall supplement the requirements contained herein.

### **27.1 GENERAL PROCEDURES FOR ALL CUSTOMERS**

The following procedures shall apply to all Customers:

- 27.1.1 Garbage and other putrescible waste shall not be collected, stored, or Set Out in an open or uncovered box, bag, or an unauthorized Collection Container.



- 27.1.2 Source Separated Recyclable Materials shall be Set Out in a Recycling Container. Source Separated Recyclable Materials shall not be placed in the same Collection Container with Solid Waste.
- 27.1.3 Source Separated Recyclable Materials shall not be Set Out in a Plastic Bag or Yellow Bag.
- 27.1.4 A Customer shall not overfill a Collection Container. If a Collection Container has a lid, the lid shall be completely closed by the Customer.
- 27.1.5 A Customer shall not place their Solid Waste in another Person's Collection Container, unless they have received prior approval from such Person to do so.
- 27.1.6 A Customer shall only Set Out for Collection the Solid Waste that the Customer generated on their own Premises. A Customer shall not Set Out for Collection any Solid Waste that was generated by another Person or generated on another Person's property, except as otherwise provided in Sections 27.1.5, 27.1.7, and 27.1.8.
- 27.1.7 A Customer's Solid Waste shall be Set Out for Collection on the Premises where the Solid Waste was generated, except as otherwise provided in Sections 27.1.5, 27.1.6, and 27.1.8.
- 27.1.8 A Customer shall not Set Out Solid Waste for Collection on property that is not owned or occupied by the Customer, unless the Customer has received the prior approval of the owner or occupant of such property.
- 27.1.9 The weight of the materials placed in a Garbage Cart or Recycling Cart by a Customer shall not exceed the cart's rated capacity (measured in pounds, as shown on the lid of the cart).
- 27.1.10 If the Customer and Contractor cannot agree upon an appropriate location to Set Out a Collection Container or non-containerized waste, the Administrator shall designate the point of Collection.
- 27.1.11 When necessary to carry out the purpose and intent of this Agreement, the Administrator may authorize the placement of a Collection Container at a location that is not on the Customer's Premises.
- 27.1.12 Each Customer shall use due care and diligence to avoid causing damage to any Collection Container or other equipment provided by the County or the Contractor. The Collection Containers and equipment provided by the County and/or Contractor shall not be altered by the Customer and shall only be used for their intended purpose.
- 27.1.13 Each Customer shall provide unobstructed access to their Collection Containers on the Customer's Scheduled Collection Days.
- 27.1.14 When a Customer places a Garbage Cart at Curbside, the Garbage Cart must be at least four (4) feet from any automobiles, telephone poles, mail boxes, Garbage Carts Recycling Bins, Yard Waste containers or piles, Bulky Waste, White Goods, or other

obstructions that would restrict the Contractor's ability to reach, lift, unload and return the Garbage Cart while using the mechanical arm on a side-loading Collection vehicle.

- 27.1.15 Before a Customer Sets Out any White Goods that have doors (e.g., refrigerators), the Customer shall open the doors on the White Goods to ensure that there are no creatures inside, and then the Customer shall remove the doors or securely tape the doors shut.

## **27.2 SPECIFIC PROCEDURES FOR CURBSIDE CUSTOMERS RECEIVING COLLECTION SERVICE AT CURBSIDE**

The following procedures shall apply to Curbside Customers that receive Collection Service at Curbside.

- 27.2.1 Each Curbside Customer receiving Collection Service at Curbside shall Set Out their Garbage and Rubbish in one or more Garbage Carts. Curbside Customers also may place their Garbage and Rubbish in Yellow Bags and then Set Out the Yellow Bags at Curbside.
- 27.2.2 Curbside Customers shall place their Yard Waste at Curbside for Collection. Leaves, twigs, and other small pieces of Yard Waste shall be placed in a biodegradable paper bag or reusable container with a volume no greater than approximately thirty-five (35) gallons. If the Customer wishes to Set Out larger pieces of Yard Waste, the Yard Waste shall be stacked neatly in a pile at Curbside. No single item shall be greater than eight (8) inches in diameter, five (5) feet in length, or forty (40) pounds in weight. A Curbside Customer may, but is not required to, tie larger pieces of Yard Waste in a bundle.
- 27.2.3 Source Separated Recyclable Materials shall be Set Out for Collection in a Recycling Bin, paper bag, cardboard box, or other container that is similar to a Recycling Bin. Cardboard also may be Set Out next to a Recycling Bin, but large pieces of cardboard must be flattened and cut into pieces no larger than four (4) feet by four (4) feet in size.
- 27.2.4 Each Curbside Customer shall place their Garbage, Rubbish, Yard Waste, Bulky Waste, White Goods, and Source Separated Recyclable Materials at the Curbside prior to 7:00 a.m. on the Scheduled Collection Day for such materials.
- 27.2.5 Any carpet Set Out for Collection at Curbside shall be rolled and tied or otherwise bound. No single segment of rolled or tied carpet shall exceed five (5) feet in width or forty (40) pounds in weight.
- 27.2.6 Curbside Customers shall not comingle Yard Waste with other types of Residential Waste.
- 27.2.7 Yellow Bags shall not be loaded with materials weighing more than thirty (30) pounds or the rated capacity of the bag, whichever is less.
- 27.2.8 A Curbside Customer shall not place more than two (2) cubic yards of Construction and Demolition Debris at Curbside every other week.

- 27.2.9 A Curbside Customer may Set Out a natural Christmas tree at Curbside, but shall cut the tree into smaller pieces if the tree exceeds five (5) feet in length or forty (40) pounds in weight.

### **27.3 SPECIFIC PROCEDURES FOR CUSTOMERS IN MULTI-FAMILY DWELLINGS THAT USE MECHANICAL CONTAINERS**

Each Customer in a Multi-Family Dwelling that uses Mechanical Containers shall comply with the Set Out Procedures in Section 27.4, below.

### **27.4 PROCEDURES FOR COMMERCIAL CUSTOMERS**

- 27.4.1 Each Commercial Customer shall have a Mechanical Container or Garbage Cart for the Collection of their Garbage and Rubbish; however, two (2) or more Commercial Customers may share the use of a Mechanical Container, subject to the requirements herein. Each Commercial Customer shall place their Garbage and Rubbish in their Mechanical Container or Garbage Cart. No Solid Waste shall be placed outside the Mechanical Container or Garbage Cart.
- 27.4.2 A Commercial Customer shall place their Source Separated Recyclable Materials or Recovered Materials in a separate cart or container (i.e., not the cart or container used for Garbage and Rubbish).
- 27.4.3 Commercial Customers shall not place or commingle Construction and Demolition Debris with any other type of Solid Waste in a Collection Container.
- 27.4.4 All Collection Containers shall be placed in locations that are safely and readily accessible to the Customer and the Contractor's vehicles.
- 27.4.5 Each Mechanical Container shall be placed on a paved level surface. The approaches to the Mechanical Container shall be capable of supporting the weight of the Collection vehicle.
- 27.4.6 A Commercial Customer shall call the Contractor and schedule a time for the Collection of their Bulky Waste or White Goods, if the Commercial Customer wishes to have the Contractor collect their Bulky Waste or White Goods. A Commercial Customer shall not Set Out their Bulky Waste or White Goods more than one (1) day before such materials are to be collected by the Contractor. A Commercial Customer shall not place their Bulky Waste or White goods in a location that blocks the Contractor's access to a Mechanical Container serving the Commercial Customer or any other Person.

## **28. COLLECTION CONTAINERS**

### **28.1 PURCHASE AND OWNERSHIP OF CONTAINERS**

- 28.1.1 Plastic Bags and paper bags – Each Customer shall purchase and provide the Yellow Bags, Plastic Bags, and paper bags, if any, that the Customer uses.
- 28.1.2 Garbage Carts and Recycling Bins – The County, through its current contractor, shall provide Garbage Carts and Recycling Bins to the Curbside Customers in the Universal

Collection Area before the Residential Commencement Date. These Garbage Carts and Recycling Bins are and shall remain the property of the County.

28.1.3 Reserved.

28.1.4 Garbage Carts and Recycling Bins for Curbside Customers after Residential Commencement Date

On and after the Residential Commencement Date, the Contractor shall purchase, assemble, and deliver one new or refurbished Garbage Cart to each New Customer that will receive Curbside Residential Collection Service in the Universal Collection Area. In addition, the Contractor shall purchase and deliver two (2) new or refurbished Recycling Bins to each New Customer that will receive Curbside Residential Collection Service in the Universal Collection Area. One Recycling Bin shall be orange and one Recycling Bin shall be blue.

On and after the Residential Commencement Date, the Contractor shall purchase, assemble, and deliver: (a) a new or refurbished Garbage Cart to each Curbside Customer whose Garbage Cart was stolen, or damaged or worn beyond repair; and (b) a new or refurbished Garbage Cart for each Curbside Customer that wishes to exchange their cart pursuant to Section 28.4, below. For the purposes of this Section 28.1.4, a “refurbished” cart means a cart that is cleaned and repaired to “like new” condition.

On and after the Residential Commencement Date, the Contractor shall purchase and deliver two (2) new or refurbished Recycling Bins to a Curbside Customer if that Customer’s Recycling Bins were stolen, cracked, or otherwise damaged beyond repair.

The Contractor shall deliver the Garbage Carts and Recycling Bins within three (3) Operating Days after the Customer or the Administrator requests them, except as otherwise provided in Section 28.4, below. Each Garbage Cart delivered by the Contractor shall be the size that is requested by the Customer (i.e., twenty (20), thirty-five (35), sixty-four (64), or ninety-six (96) gallons), unless the Administrator instructs the Contractor to deliver a different size. Each Garbage Cart delivered to a New Customer shall be sixty-four (64) gallons, unless the Customer or the Administrator requests a different size.

The Contractor shall purchase and deliver all the Garbage Carts and Recycling Bins that the Contractor is required to provide under this Agreement, including the Garbage Carts and Recycling Bins for existing Customers and New Customers on and after the Residential Commencement Date.

Although the Contractor must replace individual Garbage Carts that are stolen or worn beyond repair, nothing herein shall be construed to require the Contractor to replace all the Garbage Carts used by all the Curbside Customers in any subdivision or in the entire Service Area. If the County decides to replace all the carts used in a subdivision or all the carts used in any other area of the County, the County shall amend this Agreement pursuant to Section 59, below, and thereby provide for the reimbursement

of the Contractor for the actual cost (without markups) of purchasing, assembling, and delivering the replacement carts.

28.1.5 Reserved.

28.1.6 Garbage Carts for Other Customers – The Contractor may provide Garbage Carts to Commercial Customers, pursuant to Section 7.8.2. above, and Customers that receive Subscription Collection Services. The Contractor shall be responsible for purchasing, assembling, and delivering the Garbage Carts to all such Customers.

28.1.7 Ownership of Garbage Carts – Garbage Carts purchased by the Contractor pursuant to this Agreement shall become the property of the County when this Agreement expires or terminates. Upon the expiration or termination of this Agreement, all Garbage Carts held in the Contractor's inventory for the County (e.g., carts that are hot-stamped or labeled with the County's name or logo) shall be delivered to and become the property of the County. Title to all such carts, and title to all Contractor-provided carts in the possession of Customers, shall be transferred automatically to the County, without further action by either Party, upon the termination or expiration of this Agreement.

28.1.8 Mechanical Containers – The Contractor shall provide Mechanical Containers to any Commercial Customer or Multi-Family Complex that wishes to use them, if the Customer has a location where the containers can be placed in compliance with the requirements in this Agreement and the Ordinances. The Contractor shall be responsible for the purchase or lease of all Mechanical Containers that the Contractor is required to provide to Customers and the County under this Agreement. Mechanical Containers purchased by the Contractor shall remain the property of the Contractor until the containers are sold.

A Customer may own its Mechanical Container (e.g., dumpster; Compactor and attached Roll-Off Container) or lease a Mechanical Container from a Person other than the Contractor, if the Mechanical Container is compatible with and can be serviced by the Contractor's equipment. In such cases, the Mechanical Container shall remain the property of the Customer. Notwithstanding the provisions of Section 34.1, below, the term of the Contractor's lease agreements for Mechanical Containers may extend beyond the term of this Agreement.

## **28.2 MAINTENANCE AND REPAIR OF CONTAINERS**

28.2.1 Garbage Carts and Recycling Bins – Each Customer shall be responsible for cleaning their Recycling Bins and Garbage Carts, if any, and keeping the bins and carts in a sanitary condition.

The Contractor shall be responsible for repairing all of the new and existing Garbage Carts that are used by its Customers. The Contractor shall procure, and maintain at all times, an adequate supply of spare parts (e.g., wheels, lids) to ensure the prompt repair of these Garbage Carts. The Contractor shall repair or replace any such cart no later than three (3) Operating Days after (a) the Contractor observes that the cart is defective or (b) the Contractor is informed by a Customer or the Administrator that the cart needs to be repaired or replaced.

- 28.2.2 Mechanical Containers – The Contractor shall maintain each of its Mechanical Containers in good working order at all times to ensure continuous and efficient Collection Services. The Contractor shall procure, and maintain at all times, an adequate supply of spare parts for its Mechanical Containers. The Contractor shall maintain and repair each Mechanical Container as needed to ensure that the container is free from holes, broken hinges, broken doors or door fasteners, broken wheels, broken lids, or other defects. Mechanical Containers shall be kept painted (with the exception of containers made of plastic, aluminum, stainless steel, or other materials that do not readily accept paint), and shall be kept free from graffiti, at all times so the containers do not become a detriment to the community. Mechanical Containers shall be washed by the Contractor on a regular basis, as necessary, to minimize the potential for objectionable odors and nuisance conditions. The Contractor shall promptly replace, repair, paint, clean, wash, and otherwise maintain a Mechanical Container when necessary to comply with the requirements herein and when requested to do so by the Administrator, pursuant to Section 29.9.2, below.

Each Customer shall be responsible for cleaning, maintaining, and repairing any Mechanical Container that the Customer owns, as well as any Mechanical Container the Customer leases from a Person other than the Contractor.

If a Mechanical Container is damaged or otherwise in need of repair, the Contractor shall provide a front-load Mechanical Container within two (2) Operating Days after receiving a request for such service from a Customer. In the alternative, the Contractor may provide a Roll-Off Container, if the use of such container is approved by the Administrator. In all cases, the Contractor shall promptly provide assistance to ensure uninterrupted service to the Customer.

### **28.3 REPLACEMENT OF CONTAINERS**

- 28.3.1 Inventory of Garbage Carts and Recycling Bins – No later than the Residential Commencement Date, the Contractor shall establish and thereafter maintain an inventory of Garbage Carts and Recycling Bins in the County that is sufficient to satisfy the Contractor's obligations under this Agreement. In addition, Garbage Carts and Recycling Bins also shall be available in the Contractor's local office to ensure that Customers can obtain or exchange their carts and bins at the Contractor's local office. If a Customer arrives at the Contractor's local office during normal business hours and wishes to obtain or exchange their Garbage Cart or Recycling Bin, the Contractor shall (a) provide the Customer with the requested cart or bins at the Contractor's local office or (b) promptly deliver the cart or bins to the Customer's residence. In either case, the Contractor shall not charge, and the Customer shall not pay, a delivery fee.
- 28.3.2 Collection Containers Damaged by Contractor – The Contractor shall repair or replace a Customer's Collection Container within three (3) Operating Days after being informed by the Administrator or a Customer that the Customer's Collection Container was damaged by the Contractor. Any replacement shall be similar in style, material, quality, and capacity to the Customer's original container and shall be delivered to the Customer, without charge to the Customer or the County.

### **28.4 EXCHANGE OF GARBAGE CARTS AND CONTAINERS**

When providing Garbage Carts to Curbside Customers pursuant to this Agreement, the Contractor shall offer to provide carts in the following sizes: approximately twenty (20), thirty-five (35), sixty-four (64), or ninety-six (96) gallons. The Contractor shall provide the size that the Customer requests, unless the Administrator instructs the Contractor to deliver a different size.

The Contractor shall deliver a different Garbage Cart to any Curbside Customer that wishes to exchange their cart for one that is a different size. The new or refurbished cart shall be delivered to the Customer within five (5) Operating Days after receiving the Customer's request.

The Contractor shall exchange a Mechanical Container when an exchange is requested by the Administrator or a Customer. The Contractor shall deliver the requested container within two (2) Operating Days after receiving the Customer's request. There shall be no charge for exchanging a Mechanical Container, unless the Customer has changed the size of its container more than two (2) times in one Operating Year. In such cases, the Contractor may charge and collect a fee for a Special Collection Service, as shown in Exhibit 6.

## **28.5 TECHNICAL SPECIFICATIONS FOR COLLECTION CONTAINERS**

**28.5.1 Garbage Carts and Recycling Carts** – The Garbage Carts and Recycling Carts provided by the Contractor shall comply with the size, color, and technical specifications established by the Administrator. In general, the carts shall: (a) have a nominal rated capacity of approximately twenty (20), thirty-five (35), sixty-four (64), or ninety-six (96) gallons, as applicable; (b) be hot-stamped or labeled with the County's logo, in accordance with the specifications provided by the Administrator; and (c) be compatible with the hydraulic lifting and dumping mechanism mounted on the Contractor's Collection vehicles. Each cart shall have a flat area on the top (outside) of the lid, which shall be at least eight (8) inches by sixteen (16) inches in size and suitable for the placement of informative stickers or decals. The Administrator may require the lid to be hot-stamped, rather than labelled with stickers and decals, with instructions concerning the materials that may be placed in the cart.

Each cart in each size category shall be uniform with regard to color, volumetric capacity, dimensions, finished surfaces, and hot stamping/labeling.

Each Garbage Cart and Recycling Cart shall be constructed to prevent the intrusion of water and animals, with covers that are free from sharp edges, and without any inside structures that prevent the discharge of its contents. The Contractor shall replace the labels (if any) on the carts on an as-needed basis, subject to the Administrator's approval. The Contractor shall provide the Administrator with the manufacturer's specification sheets for the carts, which shall be subject to the Administrator's review and approval before the Contractor orders the carts from the manufacturer.

**28.5.2 Minimum Warranty for Carts** – Each Garbage Cart and each Recycling Cart shall be protected by a manufacturer's warranty with a minimum duration of ten (10) years. The warranty shall explicitly provide that the warranty is transferable to and enforceable by the County, as well as the Contractor. A copy of the manufacturer's warranty shall be provided to the Administrator before any carts are ordered by the Contractor. The Contractor also shall comply with the warranty requirements in Section 11 of Exhibit 9 (Specifications for Carts).

- 28.5.3 Additional Specifications for Carts – All Garbage Carts and Recycling Carts purchased by the Contractor shall, at a minimum, comply with the requirements set forth in Exhibit 9 (Specifications for Carts). The Administrator may waive any of the requirements in Exhibit 9, upon a showing of good cause.
- 28.5.4 Mechanical Containers – Mechanical Containers supplied by the Contractor shall be in good condition and shall be subject to the approval of the Administrator. Mechanical Containers shall have attached lids, unless the Administrator approves a different design for a particular use (e.g., open top Roll-off Containers). Mechanical Containers shall have solid, durable sides and bottoms. Each Mechanical Container (except open top Roll-Off Containers) shall have a heavy-duty removable plug in the bottom. The Contractor shall provide and install casters and locking devices for each Mechanical Container, upon the request of the Administrator or a Customer. Mechanical Containers used for Recycling shall be painted a different color than Mechanical Containers used to collect Garbage and Rubbish. In the alternative, Mechanical Containers used for Recycling shall have distinctive labeling or other features to readily identify their use for Recycling. The colors and labeling for such Mechanical Containers shall be subject to the approval of the Administrator.
- 28.5.5 Recycling Bins – The Recycling Bins provided by the Contractor shall comply with the size, color, and technical specifications established by the Administrator. In general, the Recycling Bins shall be comparable to the Recycling Bins that currently are being used by the County. The Recycling Bins used for the Collection of Fiber Products shall be orange and the Recycling Bins used for the Collection of other Recyclable Materials shall be blue.
- 28.5.6 Labelling on Garbage Carts and Recycling Bins – When the Contractor provides or repairs Garbage Carts and Recycling Bins for Curbside Customers pursuant to this Agreement, the Contractor shall label the Garbage Carts and Recycling Bins with the Customer's house number, as well as the Customer's apartment or unit number, if applicable. This information shall be labelled on the side of the Garbage Carts and Recycling Bins by using permanent markers (grease pens) or other methods approved by the Administrator.

## **29. CONTRACTOR'S VEHICLES AND COLLECTION EQUIPMENT**

### **29.1 GENERAL REQUIREMENTS FOR CONTRACTOR'S VEHICLES AND COLLECTION EQUIPMENT**

- 29.1.1 In general, the Contractor shall use clean, safe and well-maintained trucks when providing Collection Service pursuant to this Agreement. The Contractor shall purchase or lease, and maintain and repair, all of the vehicles and equipment necessary to provide Collection Service in compliance with the approved Collection schedules and otherwise promptly and efficiently comply with the requirements in this Agreement. The Contractor's vehicles and equipment shall be compatible (in size and weight) with, and appropriate for, the areas where such vehicles and equipment are utilized. Smaller vehicles (e.g., Pup Trucks) or specialty equipment shall be used in areas where narrow streets, unpaved roads, low hanging limbs or electrical wires, or



other obstructions preclude the use of the Contractor's normal vehicles and equipment.

- 29.1.2 The Contractor's Collection vehicles and equipment shall be a standard product of a reputable manufacturer so that continuing service, and the supply and delivery of spare parts, may be ensured. Replacement parts do not need to be a product of the same manufacturer as the original parts.
- 29.1.3 All of Contractor's Collection vehicles shall have waterproof seals and shall be watertight to a depth sufficient to prevent the discharge or leaking of liquids that have accumulated in the vehicle's cargo area during loading and transport operations.
- 29.1.4 Each Collection vehicle shall fully enclose the Contractor's Load. A Collection vehicle shall have a fully enclosed metal top, a tarpaulin, or a net cover with mesh openings not greater than one and one-half (1½) inches in size. The top, tarpaulin, or cover shall be kept in good working condition and shall be free from tears and holes. The Contractor shall use the cover and shall fully enclose the Contractor's Load at all times when the vehicle's speed exceeds 20 miles per hour and at other times when necessary to prevent the Contractor's Load from blowing out of the vehicle.
- 29.1.5 All Collection vehicles shall be painted a uniform color.
- 29.1.6 Advertising shall not be allowed on the Contractor's vehicles, Collection Containers, or equipment used to provide Collection Service in the County.
- 29.1.7 Vehicles used for the Collection of Source Separated Recyclable Materials at Curbside shall be designed with two (2) or more separate compartments so that the Contractor can separately store and transport the different types of Recyclable Materials (e.g., paper and fiber products; glass, metal, plastic and other). Packer trucks may be used, but the compartment used to collect glass bottles and containers shall not compress or compact the contents in that compartment to a level that exceeds forty (40) pounds per square inch.

## **29.2 RESERVED.**

## **29.3 AGE AND FUEL REQUIREMENTS FOR COLLECTION VEHICLES**

None of the Contractor's Collection vehicles (front-line or reserve) shall be more than three (3) years old when they are placed in service under this Agreement. None of the Contractor's Collection vehicles shall be more than ten (10) years old at any time during the term of this Agreement. The average age of the Contractor's fleet of Collection vehicles (front-line and reserve) shall not exceed eight (8) years at any time during the term of this Agreement. The age of a vehicle shall be calculated from the vehicle's model year. The Administrator may waive the age limits in this Section 29.3 if the Contractor demonstrates to the Administrator's reasonable satisfaction that a Collection vehicle is capable of providing safe and reliable service (e.g., the vehicle recently was refurbished or the vehicle has relatively little wear and tear).

No later than October 1, 2026, all the front-line vehicles used for the Collection of Garbage, Rubbish, Yard Waste, and Source Separated Recyclable Materials under this Agreement shall use compressed natural gas or electricity as their primary source of energy. Other types of alternate fuel vehicles may be approved by the County Manager, in the County Manager's sole discretion,

if the County Manager determines that the use of such vehicles or fuels would be in the public interest.

#### **29.4 ANCILLARY EQUIPMENT IN CONTRACTOR'S VEHICLES**

- 29.4.1 All vehicles used to provide Collection Services under this Agreement shall be equipped at all times with: (a) all safety equipment required by Applicable Laws; (b) a functional fire extinguisher; (c) a shovel and broom; (d) a spill response kit; (e) a functional and audible back-up warning device; and (f) a functional back-up camera. The spill response kit shall be suitable and adequate for cleaning up leaks or spills of oil, hydraulic fluid, or other liquids from Contractor's Collection vehicles.
- 29.4.2 All vehicles used to provide Collection Services under this Agreement shall be equipped with a two-way radio, cellular telephone, or other equipment appropriate for communications between the vehicle operator, the Field Supervisor, and the District Manager.
- 29.4.3 All of the Contractor's Collection vehicles shall be equipped with Global Positioning Systems ("GPS") that identify and record the locations of the vehicles when they are being used to provide Collection Services under this Agreement. The vehicle locations shall be recorded at least once every five (5) seconds.
- 29.4.4 All of the vehicles used to collect Garbage, Rubbish, Yard Waste, and Source Separated Recyclable Materials from Curbside Customers at Curbside shall be equipped with a "3<sup>rd</sup> Eye" or comparable video recording system. The Contractor shall take photographs at each Curbside location on a Route when the Contractor collects Garbage, Rubbish, Yard Waste, and Source Separated Recyclable Materials. The photographs shall be automatically stamped or otherwise marked to show the time and date when they are recorded. All photographs shall be retained by the Contractor for at least thirty (30) days.

#### **29.5 RESERVE VEHICLES AND EQUIPMENT**

- 29.5.1 The Contractor shall have a sufficient supply of reserve vehicles and equipment available to complete daily Collection Routes according to the schedules established pursuant to this Agreement. The use of reserve vehicles and equipment shall include, but not be limited to occasions when front-line vehicles and equipment are out of service, or when delays will prevent front-line vehicles and equipment from completing their Collection Route(s) within the established hours of Collection.
- 29.5.2 The reserve vehicles and equipment shall be ready to go into service within two (2) hours of any breakdown or delay experienced by a front-line vehicle. The reserve vehicles and equipment shall be similar in size and capacity to the vehicles and equipment being replaced.

#### **29.6 MAINTENANCE AND CLEANING**

- 29.6.1 The Contractor shall keep all Collection vehicles, Mechanical Containers, and equipment cleaned and painted to present a pleasing appearance at all times. All Collection vehicles and Mechanical Containers used primarily for the Collection of Garbage shall be washed (if needed) and sanitized with a suitable disinfectant and deodorant at least once each month, unless the Administrator approves an alternate

cleaning schedule. All Collection vehicles and Mechanical Containers shall be cleaned and washed, as necessary, to minimize the potential for odors and nuisance conditions.

- 29.6.2 The Contractor's Collection Plan must include a schedule for cleaning, painting and maintaining each Collection vehicle and Mechanical Container. At a minimum, the Contractor shall maintain each Collection vehicle and Mechanical Container in compliance with the manufacturer's recommendations. The Collection Plan also must describe how the Contractor will comply with the requirements in Section 29.6.3, below.
- 29.6.3 The Contractor shall monitor, maintain and repair its Collection vehicles and equipment to prevent fuel, lubricants, and other liquids from leaking or spilling. Oil and hydraulic systems, and waterproof seals and enclosures, on the Contractor's vehicles and equipment shall be kept in good repair at all times to prevent leaks and spills.
- 29.6.4 Upon the request of a Customer or the Administrator, the Contractor promptly shall provide a new or reconditioned Mechanical Container to replace a Mechanical Container used by the County or a Customer. To demonstrate compliance with this requirement, the Contractor shall paint by stencil or use other permanent means to mark the date (i.e., month and year) on each Mechanical Container when the Mechanical Container is placed into service. This date shall be marked on the front upper left corner of the Mechanical Container. Notwithstanding the foregoing, the Contractor is not required to provide a new Mechanical Container to a Customer more than one time during any term of this Agreement, unless the Administrator instructs the Contractor to do so.

## **29.7 IDENTIFICATION NUMBERS FOR VEHICLES AND EQUIPMENT**

- 29.7.1 The Contractor's name and telephone number shall be displayed at all times, in letters and numbers that are at least six (6) inches high, on the driver's side and the passenger's side of each of the Contractor's Collection vehicles. Vehicle identification numbers shall be displayed in letters at least six (6) inches high, on all four (4) sides of each Collection vehicle, in locations that are readily visible at all times. The vehicle identification numbers shall be placed on the driver's side of the vehicle's front and rear bumpers, and they shall be placed on the front-half of the vehicle's sides, unless the Administrator instructs the Contractor otherwise.
- 29.7.2 All of the Contractor's vehicles used to provide Collection Services shall display information identifying the type of material (e.g., Solid Waste or Recyclable Materials) being collected. The information shall be displayed at all times, on the driver's side and the passenger's side of the vehicle body, in letters at least six (6) inches high.
- 29.7.3 The Contractor shall label each one of its Mechanical Containers with the Contractor's name and telephone number, and a unique identification number (serial number). The labels shall be comprised of letters and numbers that are at least six (6) inches high. The labels shall be placed on at least two (2) sides of each Mechanical Container. At least one label must be readily visible when the Mechanical Container is placed at a Customer's site.

29.7.4 The first two digits of the identification number (serial number) used on a Mechanical Container shall indicate the capacity of the Mechanical Container. These numbers shall be followed by a single letter, which will indicate whether the container is used for the storage of compacted waste (signified by a "C") or uncompacted waste (signified by a "U"). For example, a Mechanical Container that holds two (2) cubic yards of uncompacted waste shall be labeled "02U." Similarly, a Mechanical Container that holds thirty (30) cubic yards of compacted waste shall be labeled "30C".

29.7.5 All Compactors owned or collected by the Contractor pursuant to this Agreement must be labeled in compliance with the requirements in Section 29.7.4, above. The label on a Compactor also must identify the owner of the Compactor. The Contractor shall not use or provide Collection Service to any Compactor that does not comply with the requirements in this Section 29.7.5.

## **29.8 COMPLIANCE WITH THE LAW APPLICABLE TO VEHICLES**

29.8.1 At all times, the Contractor and its employees shall operate and maintain all Collection vehicles and equipment in compliance with all Applicable Laws.

29.8.2 At all times, the Contractor shall maintain all necessary licenses and registrations, and shall timely pay all fees and taxes, on all vehicles and equipment, as required under Applicable Laws.

29.8.3 All equipment shall be operated in compliance with the Florida Uniform Traffic Control Law, Chapter 316, Florida Statutes, and the Ordinances.

## **29.9 COUNTY'S RIGHT TO INSPECT CONTRACTOR'S VEHICLES AND EQUIPMENT**

29.9.1 The Administrator may inspect the Contractor's vehicles, equipment, licenses, and registrations at any reasonable time, without providing advance notice of the inspections. The County has the right, but not the obligation, to inspect each Collection vehicle, each day, prior to or during its use in the County.

29.9.2 The Administrator shall have the authority to require the Contractor to immediately remove from service any Collection vehicle, Collection Container, or equipment that is leaking or spilling fluids, Solid Waste, or other materials. The Administrator also may require the Contractor to immediately clean, wash, paint, repair or otherwise maintain any Collection vehicle, Collection Container, or other equipment when the Administrator concludes that such action is necessary to comply with the standards established in this Agreement. If the Administrator requests such action, the Contractor shall comply with the Administrator's request within one (1) Operating Day or the Contractor shall take the vehicle, container, or equipment out of service until the requested work can be completed. Further, the Administrator may require the Contractor to pressure spray and promptly clean any location where one of the Contractor's Mechanical Containers has leaked fluids or spilled Solid Waste and thereby stained soils or pavement or created an odorous or nuisance condition.

## **29.10 LOCAL STORAGE AND REPAIR OF CONTRACTOR'S VEHICLES**

Throughout the term of this Agreement, the Contractor shall provide a local storage yard, garage, and maintenance facility that enables all-weather, year-round maintenance operations for the vehicles and equipment used pursuant to this Agreement. The Contractor's storage yard, garage, and maintenance facility must be located within the incorporated or unincorporated areas of Alachua County. The Contractor shall not use County property to store, wash, repair, or maintain any vehicles or equipment.

#### **29.11 PUP TRUCKS USED IN DESIGNATED AREAS**

The Contractor shall notify the Administrator in writing if the Contractor wishes to use Pup Trucks to provide Collection Services in any portion of the Service Area. The use of Pup Trucks is subject to the Administrator's prior written approval. Approval shall be granted if the Contractor demonstrates to the Administrator's reasonable satisfaction that Pup Trucks must be used to provide Collection Services in the specified area because the roads in the specified area or other site specific conditions preclude the use of typical Collection vehicles. If the Administrator approves the Contractor's use of Pup Trucks in a specific area, each Customer receiving Collection Service with a Pup Truck in that area shall pay an additional fee to the Contractor for the Contractor's services. The provision of Collection Services with a Pup Truck is a Special Collection Service, which is subject to the requirements in Section 39.9, below. The applicable fees for this Special Collection Service are shown in Exhibits 3, 4, and 5.

The Contractor may request the Administrator's approval to use Pup Trucks to collect Solid Waste and Source Separated Recyclable Materials in the same vehicle. If the Administrator's approval is granted, the Contractor shall: (a) use Pup Trucks with a split body design; (b) clearly label the cargo compartments for Solid Waste, Fiber Products, and other Source Separated Recyclable Materials, respectively; (c) not place any Solid Waste in a cargo compartment that is labelled for Source Separated Recyclable Materials; and (d) not place any Source Separated Recyclable Material in a cargo compartment that is labelled for Solid Waste. The Administrator may immediately revoke his or her approval if the Contractor violates any of the requirements in (a) through (d), above.

### **30. CONTRACTOR'S PERSONNEL**

#### **30.1 GENERAL REQUIREMENTS**

The Contractor shall use competent, qualified personnel to provide the services required by this Agreement. The Contractor shall devote sufficient personnel, time, and attention to its operations under this Agreement to ensure that its performance will be satisfactory to the County. The Contractor shall make a good faith effort to recruit and hire employees that reside in Alachua County.

#### **30.2 DISTRICT MANAGER**

The Contractor shall appoint an employee to serve as the District Manager. The District Manager shall be the Contractor's primary point of contact with the County for all technical and administrative matters pertaining to this Agreement. The District Manager shall have at least five (5) years of prior experience providing for the Collection of Residential Waste in a community that has at least twenty thousand (20,000) single family Dwelling Units. The District Manager shall have the authority to make significant decisions relevant to the day-to-day operation of Contractor's program under this Agreement. The District Manager shall have direct access to the Contractor's management for resolving problems beyond the District Manager's authority. At all times during the term of this Agreement, the District Manager shall be immediately accessible to

the Administrator by telephone and electronic mail. The District Manager shall be responsible for overseeing and implementing the Contractor's performance under this Agreement.

### **30.3 FIELD SUPERVISOR**

The Contractor shall appoint one or more Field Supervisors, who shall directly oversee the Collection Services provided under this Agreement each Operating Day. Each Field Supervisor shall have at least five (5) years of prior experience supervising drivers and other employees that are responsible for collecting the Solid Waste in a community that has at least twenty thousand (20,000) single family Dwelling Units. The Field Supervisor(s) shall have immediate access to an automobile or truck between 7:00 a.m. and 7:00 p.m., every Operating Day. At all times during the term of this Agreement, the Administrator shall have immediate access to the Field Supervisor(s) by telephone and electronic mail.

The Field Supervisor(s) shall closely monitor each route on each Scheduled Collection Day to ensure that Collection Services are provided in compliance with the requirements in this Agreement. Each Operating Day the Contractor shall have at least three (3) Field Supervisors on duty to monitor the Contractor's Curbside Residential Collection Services. Each Operating Day, the Contractor also shall have at least one (1) Field Supervisor on duty to monitor the Contractor's Multi-Family Collection Services and Commercial Collection Services. The Contractor may use fewer Field Supervisors and otherwise deviate from the foregoing requirements with the Administrator's prior written approval.

### **30.4 EMPLOYEE CONDUCT**

The Contractor's personnel shall maintain a courteous and respectful attitude at all times toward the public and the County's representatives. The Contractor shall instruct its employees to avoid loud or profane language during the performance of their duties under this Agreement. The Contractor's employees shall not cause any disturbance, interference, or delay to any work or service rendered to the County or by the County.

### **30.5 EMPLOYEE IDENTIFICATION**

The Contractor shall furnish each employee with a large badge or other means of identifying him or her as an employee of the Contractor (e.g., a shirt or uniform with a name tag and company logo). The Contractor's employees shall wear the identification at all times while on duty. The badges and other identification furnished by the Contractor shall be subject to the Administrator's prior approval, which shall not be unreasonably withheld.

### **30.6 ATTIRE FOR EMPLOYEES**

Employees and subcontractors of the Contractor shall wear proper attire at all times when working for the County under this Agreement. Proper attire shall consist of appropriate pants or shorts, a shirt with the Contractor's name or logo, and boots or similar footwear. The Contractor's employees shall wear reflective vests, back braces, goggles, and other safety equipment, if required by Applicable Law.

### **30.7 REMOVAL OF EMPLOYEES**

The Administrator reserves the right to disapprove and request removal of any Contractor personnel assigned to the County's work. Such disapproval or request shall be for good cause only and shall be addressed in writing to the Contractor's District Manager. Notwithstanding the foregoing, the Contractor shall not be required to take any action with regard to the Contractor's personnel that would violate any Applicable Law or employment contract. The Contractor shall

defend, save, and hold the County harmless from and against legal actions by any employees so removed.

### **30.8 EMPLOYEE TRAINING AND LICENSES**

30.8.1 All of the Contractor's employees shall be qualified and appropriately trained for the tasks assigned to them. The Contractor shall provide refresher courses and additional training to its employees, as needed, to ensure compliance with the requirements of this Agreement and all Applicable Laws.

30.8.2 At all times when operating vehicles or equipment pursuant to this Agreement, the Contractor's drivers shall carry a valid Florida driver's license for the type of vehicle or equipment being operated.

30.8.3 The Administrator may request the Contractor's employees to produce their driver's license for inspection at any time when the employee is on duty.

### **30.9 CONTRACTOR'S COMPLIANCE WITH LABOR LAWS**

The Contractor shall comply with all Applicable Laws concerning the protection and rights of employees, including but not limited to equal employment opportunity laws, minimum wage laws, immigration laws, the Americans with Disabilities Act, and the Fair Labor Standards Act.

### **30.10 LEGAL STATUS OF CONTRACTOR'S EMPLOYEES**

The County shall have no obligation to pay or provide any salary or employment benefits to the Contractor's employees. A Person employed by the Contractor shall have no right or claim to any pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to the County's officers and employees. The Contractor shall have the sole responsibility for paying any wages and providing any employment benefits to such Person.

### **30.11 SUBCONTRACTORS AND TEMPORARY LABOR**

To the extent practicable, the Contractor shall provide all of its Collection Services within the County by using permanent employees of the Contractor and its subcontractors. However, the Contractor shall be allowed to use temporary labor to provide Collection Services if the Contractor concludes that the use of temporary labor is necessary or otherwise appropriate.

No subcontractors shall be used to provide Collection Services without the prior approval of the Administrator, which approval shall not be unreasonably withheld. A subcontractor that was identified in the Contractor's response to the County's RFP shall be deemed approved, without any further action by the Administrator.

### **30.12 COMPLIANCE WITH E-VERIFY SYSTEM**

The Contractor and its subcontractors shall register with the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of their newly hired employees. Within five (5) Operating Days after receiving a written request from the Administrator, the Contractor shall provide proof of registration with the E-Verify System and an affidavit stating that each subcontractor it hires does not employ, contract with, or subcontract with any unauthorized aliens.

### **30.13 EMPLOYEE WAGES AND BENEFITS**

The work performed under this Agreement is considered a “covered service,” as described in Chapter 22, Article III, of the County’s Code of Ordinances (i.e., “Wage Ordinance”). “Covered employees” are defined in Section 22.45 of the Wage Ordinance as “employees that are directly involved in providing covered services.” The Wage Ordinance establishes a minimum wage for such employees.

Each year the Contractor shall certify to the County that the Contractor pays each of its covered employees the minimum wage required under the Wage Ordinance. The Contractor also shall certify that it requires its subcontractors to comply with the Wage Ordinance. The certification shall be provided by using the form that is attached hereto in Exhibit 12.

The Contractor shall prominently display a copy of the Wage Ordinance in its local office. The Contractor also shall supply a copy of the Wage Ordinance to its employees, when requested. Further, the Contractor shall provide a copy of the Wage Ordinance to its subcontractor(s).

Failure to comply with the provisions of the Wage Ordinance shall be deemed a material breach of this Agreement and may result in the County withholding payments from the Contractor, in accordance with Chapter 218, Florida Statutes.

### **31. CONTRACTOR’S LOCAL OFFICE**

- 31.1** The Contractor shall maintain a local customer service and dispatch office within the County. The Contractor’s office shall be open for business at least from 8:00 a.m. to 5:00 p.m., Monday through Friday. The Contractor’s office does not need to be open on Holidays.
- 31.2** The Contractor’s office shall be equipped with sufficient personnel and equipment to document and timely respond to all inquiries, issues, and Legitimate Complaints raised by the County or Customers. A responsible, experienced person shall be present and in charge of the office during all business hours. The Contractor’s office staff shall be familiar with the County and the Contractor’s obligations under this Agreement. The Contractor shall have extra staff working in the Contractor’s office on each Commencement Date and as long as necessary thereafter to ensure the Contractor’s compliance with the requirements in this Section 31, as well as Sections 32.1.4 and 32.1.5, below.
- 31.3** The Contractor shall have a toll-free telephone number for calls from Customers in the County. The Contractor’s telephone number shall be listed in the Contractor’s webpage, the Contractor’s invoices to customers, and the notices provided pursuant to Section 36.1, 36.2, 36.3, and 36.4, below. The Contractor’s telephone system shall have the capacity to receive multiple telephone calls simultaneously. All calls concerning complaints shall be answered by a Person located in the Contractor’s local office or a central call center in Florida. The Contractor shall have extra staff working in the Contractor’s office whenever necessary to ensure Contractor’s compliance with the requirements in this Agreement. The Contractor shall use an answering machine or answering service to receive and record messages when the office is closed or the Contractor is receiving more calls than its staff can answer. The answering machine or service shall give Customers the telephone number that the Customers may use to report an emergency.
- 31.4** The Contractor shall establish a process for receiving and handling emergency calls, both during and after normal operating hours. The Contractor’s process shall ensure that a Customer receives an immediate response after reporting an emergency. Such process shall be subject to the Administrator’s approval. For the purposes of this Section 31.4, an “emergency” means an



accident, event, or condition that requires immediate action because it has caused an injury or poses an immediate threat of injury to human health, the public welfare, or the environment. An emergency does not include Missed Collections.

- 31.5** All of the people answering the telephones for the Contractor must be fluent in English or Spanish. At all times the Contractor must have a sufficient number of English-speaking employees and a sufficient number of Spanish-speaking employees in its local office or call center to respond promptly to all telephone calls from Customers, regardless of whether the Customer speaks English or Spanish. All of the messages on the Contractor's answering machines must be provided in English and Spanish.
- 31.6** The Contractor's office shall be equipped with telephones and computers or other devices that can be used to promptly contact the Administrator, the Contractor's District Manager, the Contractor's Field Supervisor(s), and all of the Contractor's Collection vehicles via telephone calls and electronic mail (e-mail).
- 31.7** The Contractor shall allow Curbside Customers to exchange Garbage Carts at the Contractor's local office pursuant to Section 28.4 herein. The Contractor shall maintain an adequate supply of Garbage Carts at the local office to provide for such exchanges. The Contractor's supply of Garbage Carts shall include all of the sizes required under this Agreement (i.e., approximately 20, 35, 64, and 96 gallons).

## **32. CUSTOMER RELATIONS**

### **32.1 HANDLING CUSTOMER COMPLAINTS AND REQUESTS**

- 32.1.1** The Contractor shall be responsible for receiving all complaints and requests for service. If the Contractor receives a complaint or a request from a Customer or the County, the Contractor shall enter the complaint or request into the Contractor's electronic tracking system pursuant to Section 32.1.4 or Section 32.1.5, as applicable, and then the Contractor shall promptly initiate its response.
- 32.1.2** The District Manager or their designee shall determine initially whether a Customer's complaint is a Legitimate Complaint. If the Customer disputes the District Manager's determination, the Contractor shall notify the Administrator and the Administrator shall make the final determination as to whether a Customer's complaint is a Legitimate Complaint. In all such cases, the Contractor shall have the right to present photographs, GPS data, and any other relevant information to demonstrate that the complaint is unfounded and thus not legitimate. Legitimate Complaints include but are not limited to:
- Missed Collections;
  - Failure to respond to Missed Collections in compliance with the requirements of this Agreement
  - Mishandling of Solid Waste, Recyclable Materials, or Collection Containers;
  - Damage to public or private property; and
  - Failure to pick up litter.

- 32.1.3 The Contractor shall take whatever steps are necessary to promptly remedy the cause of a Legitimate Complaint. If the Contractor is informed about a Legitimate Complaint by a Customer or the Director, the Contractor shall remedy the complaint before the end of the next Operating Day. However, if a Curbside Customer or the Director informs the Contractor on a Friday about a Missed Collection, the Contractor shall collect the Customer's Residential Waste before the end of the day on Saturday, pursuant to Section 18. The Contractor may request and the Administrator shall grant additional time to remedy a Legitimate Complaint when the Contractor uses its best efforts to correct the problem, but is unable to do so within the time provided herein.
- 32.1.4 The Contractor must establish a real-time, web-based system for tracking all complaints. The Contractor shall enter each complaint into the Contractor's electronic tracking system within one hour after the Contractor receives the complaint; however, if complaints are received when the Contractor's local office is closed, the complaint shall be entered into the electronic tracking system within two (2) hours after the office reopens on the next Operating Day. The Contractor's system shall be designed to provide immediate notice to the Administrator when a complaint is entered into the Contractor's tracking system. The Administrator does not need the ability to enter or delete data in the electronic tracking system, but the Administrator shall be provided the ability to monitor the status of complaints at all times. The format of the information collected in the electronic tracking system shall be subject to the Administrator's approval. With the Administrator's approval, the electronic tracking system may be used as the Contractor's complaint log, pursuant to Section 35.2.6, below. This tracking system shall be fully operational no later than the deadlines set forth in Sections 5.2(i) and 5.3(h), above, for Commercial Customers and Curbside Customers, respectively.
- 32.1.5 The Contractor shall establish a real-time, web-based system for receiving and tracking a Customer's request for service. The Contractor's web-based system shall be designed to enable the Administrator and Customers to easily submit requests for service and receive prompt responses from the Contractor via electronic mail. The web-based system shall be available to all Customers and the Administrator. The Contractor shall closely monitor such requests and shall provide initial responses no later than the next Operating Day after receiving a request from a Customer or the County. The Contractor's system shall provide immediate notice to the Administrator when a Customer submits a request to the Contractor. The Contractor's system also shall be configured to allow the Administrator to monitor the status of Customer requests at all times. This tracking system shall be fully operational no later than the deadlines set forth in Sections 5.2(i) and 5.3(h), above, for Commercial Customers and Curbside Customers, respectively.
- 32.1.6 The Contractor shall work with the County to establish links from the County's website to the Contractor's web-based systems for tracking complaints and requests for service.
- 32.1.7 The Contractor shall attempt to make its website and web-based systems easy to use for both English speaking and Spanish speaking Customers. To the extent practicable, the Contractor shall design its web-based systems to allow Customers to submit complaints and requests for services in English or Spanish.

**32.2 DISPUTE RESOLUTION PROCESS FOR CUSTOMERS**

- 32.2.1 The Contractor shall promptly notify the Administrator whenever the Administrator needs to resolve a dispute between a Customer and the Contractor, including but not limited to disputes concerning the proper interpretation and implementation of this Agreement and the Ordinances. The Contractor also shall promptly notify the Administrator about any disputes with a Customer that the Contractor has not been able to resolve within two (2) Operating Days after receiving the Customer's complaint.
- 32.2.2 The Administrator shall evaluate the facts concerning such disputes and shall make a fair and impartial determination about such matters. The Administrator shall notify the Contractor and the Customer in writing concerning the Administrator's decision about the disputed issues.
- 32.2.3 The Contractor and Customer shall have three (3) Operating Days to comply with the Administrator's decision or, in the alternative, provide the Administrator with a written request for a hearing before the County Manager.
- 32.2.4 If a request is filed, the County Manager shall act upon such request within thirty (30) days. The County Manager shall provide the parties an opportunity to present their arguments and evidence concerning the relevant issues. The County Manager shall notify the Customer, the Contractor, and the Administrator in writing concerning the County Manager's decision. The County Manager may: (a) confirm, in whole or in part, the Administrator's findings; (b) grant relief to the Customer or the Contractor; or (c) take whatever other action the County Manager deems necessary and appropriate. The County Manager's decision shall be final and shall not be subject to further appeal within the County.

**33. CONTRACTOR'S RELATIONSHIP WITH THE COUNTY****33.1 AVAILABILITY OF CONTRACTOR'S REPRESENTATIVES**

The Contractor shall cooperate with the County in every reasonable way to facilitate the successful completion of the activities contemplated under this Agreement. The County shall have twenty-four (24) hour access to the Contractor's District Manager and Field Supervisor via telephone and electronic mail from the County. Answering machines, pagers, or other devices that do not provide for immediate contact with the Contractor's District Manager and Field Supervisor shall not satisfy the requirements of this paragraph. The Contractor's District Manager shall meet with the Administrator within five (5) Operating Days after receiving a request for a meeting to discuss the Contractor's performance under this Agreement or other issues of concern to the Administrator.

**33.2 ADMINISTRATOR'S REVIEW OF CONTRACTOR'S PERFORMANCE**

The Administrator is hereby designated as the public official responsible for the day-to-day administration of this Agreement by the County. The Contractor shall diligently work with the Administrator to formulate and adopt procedures that will facilitate the Contractor's performance under this Agreement and the Administrator's review of the Contractor's work.

**33.3 COUNTY'S RIGHT TO INSPECT CONTRACTOR'S OPERATIONS**

The County shall have the right to inspect the Contractor's facilities and operations at any reasonable time to determine whether the Contractor's performance complies with the requirements of this Agreement. The Contractor shall make its facilities and operations available for the County's inspection and shall cooperate fully. The County is not obligated to provide advance notice of its inspections.

#### **33.4 COUNTY'S RIGHT TO APPROVE**

Whenever this Agreement authorizes the County or one of its representatives (e.g., the Administrator) to approve a request by the Contractor, the County shall have the right to withhold its approval until the Contractor submits all of the information needed to evaluate the Contractor's request. The County shall fairly and objectively evaluate the information provided by the Contractor, as well as any other relevant facts. The consent of the County shall not be unreasonably withheld or delayed, except as otherwise explicitly provided herein. However, the County shall have the exclusive right to weigh the relevant facts and determine whether the approval of the Contractor's request is consistent with the requirements in this Agreement and the public interest. In all cases, the County must give its approval in writing before the Contractor undertakes any action in reliance thereon. In the absence of any written approval, it shall be conclusively presumed that the County did not approve the Contractor's request.

#### **33.5 THE COUNTY'S RIGHT TO REQUIRE PERFORMANCE**

The County shall have the right to take all steps necessary to ensure the Collection of Solid Waste in the Service Area and the Universal Collection Area. If the Administrator instructs the Contractor to collect Solid Waste pursuant to this Agreement and the Contractor fails to do so within twenty-four (24) hours after the Contractor receives the Administrator's request, the County may collect such material using its own resources or by using a third party vendor. The County may deduct the cost of collecting such material from the County's monthly payments to the Contractor if the Contractor was obligated under this Agreement to collect the Solid Waste. If the Contractor collects the Solid Waste pursuant to the request of the Administrator and it is subsequently determined that the Contractor was not obligated to do so under this Agreement, the County shall pay the reasonable, documented, out-of-pocket costs incurred by the Contractor for such services.

### **34. CONTRACTS FOR COMMERCIAL COLLECTION SERVICE**

#### **34.1 CONTRACTS FOR COMMERCIAL COLLECTION SERVICE**

The Contractor shall enter into a service contract with each New Customer before the Contractor provides Commercial Collection Service to that Customer. During the Transition Period for Commercial Collection Service, the Contractor shall use its best efforts to enter into service contracts with all existing Commercial Customers (i.e., Customers receiving Collection Service from the County's franchise hauler before the Commercial Commencement Date).

The Contractor shall prepare a standard form that the Contractor shall use as its service contract with Commercial Customers. The proposed form shall be provided to the Administrator for approval on or before the deadline set forth in in Section 5.2(d), above, and whenever the Contractor proposes to change its content. The terms and conditions contained in the form shall be consistent with the requirements in this Agreement; the service contract shall not contain any requirements or fees that are not authorized in this Agreement. The term of the service contract shall not extend beyond the term of this Agreement. The Administrator shall have the authority to approve the Contractor's service contract, or require additions, deletions, or changes to the

language therein, including changes to the disclosure statement provided below. The Contractor's service contract shall identify: (a) the service(s) that will be provided to the Customer; (b) the size and type(s) of Collection Container(s) that will be used; (c) the frequency of Collection Service; (d) the Scheduled Collection Day(s); (e) the Rates for the services that will be provided to the Customer; and (f) the total amount to be paid each month by the Customer. The service contract also shall contain the following disclosure statement, unless alternate language is approved by the Administrator:

#### **REGULATION BY ALACHUA**

This contract for the collection of solid waste is regulated by Alachua County. If you have questions or concerns regarding the terms in this contract, you may call the Contractor at (352) 377-0800 or the County's Contract Administrator at (352) 338-3233 for assistance.

#### **COMPACTORS AND ATTACHED ROLL-OFF CONTAINERS**

You may purchase or rent a compactor and mechanical container from anyone, provided the compactor and container are the type that can be serviced by the Contractor's collection equipment. In the alternative, you may obtain a compactor and mechanical container from the Contractor, if you pay the applicable rates to the Contractor. In all cases, the compactor and mechanical container must be maintained in a safe, sanitary, serviceable condition by the owner of the compactor and mechanical container.

#### **SPECIAL SERVICES**

The Contractor will roll mechanical containers out of storage areas, open doors or gates to obtain access, or provide other special services, upon request. However, these services also may be provided by the Customer. If the Contractor provides such services, the Contractor may charge additional fees for such services. These fees must be separately identified in the "Rates For Services" disclosure statement. The maximum fees for many special services are fixed by the County. A copy of these fees can be obtained from the Contractor or the County's Contract Administrator.

#### **RATES FOR SERVICES**

The County has approved standard rates for the collection of solid waste. Under this contract, you will pay the following rates for the Contractor's services. You may call the Contractor or the County's Contract Administrator if you have questions about any of the Contractor's rates.

On or before October 1<sup>st</sup> of each Operating Year, the Contractor shall provide each Commercial Customer with a copy of the disclosure statement. The disclosure statement may be incorporated into the Contractor's invoices to its Commercial Customers or it may be distributed as a separate document.

#### **34.2 DISCLOSURE OF FEES FOR COMMERCIAL COLLECTION SERVICE**

The Contractor's service contract shall identify all of the services that the Contractor will provide to the Commercial Customer and all of the associated Rates. No fees or charges may be collected from any Commercial Customer unless such fees and charges were disclosed to that Customer before the Contractor provided its services. With regard to existing Commercial Customers, the Contractor shall be presumed to have disclosed its Rates if the Contractor provided notice in compliance with Section 36 prior to the Commercial Commencement Date. This presumption shall expire six (6) months after the Commercial Commencement Date. Thereafter, if a dispute arises with a Customer concerning the Contractor's Rates, the Contractor will not be entitled to payment unless the Contractor demonstrates that it has a service contract with the Customer and the Contractor fully disclosed its Rates to the Customer prior to providing its Collection Service.

### **34.3 INITIATION OF SERVICE TO A COMMERCIAL CUSTOMER**

On the Commercial Commencement Date, the Contractor shall begin to provide its Collection Services to each Commercial Customer in the Service Area. Thereafter, the Contractor shall provide its Collection Services for Commercial Waste within three (3) Operating Days after the Contractor receives a request for service from a New Customer that has signed a service contract with the Contractor.

### **34.4 TERMINATION OF SERVICE TO A COMMERCIAL CUSTOMER**

The Contractor may terminate Collection Service to a Commercial Customer based on the Customer's failure to pay the Contractor's bills for Collection Service. The Contractor shall notify the Administrator at least fifteen (15) calendar days before service is terminated to a Commercial Customer. Upon being notified, the County shall take whatever action it deems appropriate to enforce compliance with the County's Ordinances.

If Commercial Collection Service is terminated, the Contractor may remove its Collection Containers and other equipment from the Customer's Premises. The Contractor may charge Interest on delinquent accounts with Commercial Customers, and may charge a reasonable fee for the resumption of service to Commercial Customers, subject to Applicable Laws. Any fee for the resumption of service shall be subject to the Administrator's approval. The Contractor shall be solely responsible for collecting its fees from Commercial Customers that have delinquent accounts. The Contractor may use any lawful method to collect its fees, but the Contractor must comply with all applicable local, state, and federal laws governing the collection of debts.

### **34.5 REQUIREMENTS FOR MULTI-FAMILY COMPLEXES**

All of the requirements in Section 34.1 through 34.4, above, also shall apply to the Contractor when dealing with Customers that own or manage a Multi-Family Complex. For the purposes of this Section 34, such Customers shall have the same rights, remedies, and obligations as Commercial Customers.

## **35. RECORD KEEPING AND REPORTING**

### **35.1 GENERAL RECORD KEEPING AND REPORTING REQUIREMENTS**

35.1.1 The Contractor shall be solely responsible for keeping all of the records and documents necessary to demonstrate that Contractor has performed its duties in compliance with the requirements in this Agreement. The Contractor's records shall be accurate, well-organized and up-to-date at all times. The Contractor's records concerning its performance under this Agreement shall be kept in the Contractor's

local office, or in another location approved by the County, throughout the term of this Agreement. Following the expiration or termination of this Agreement, the Contractor shall retain all such records for at least seven (7) years or the Contractor shall provide digital copies of the records to the County.

35.1.2 The Contractor shall prepare and maintain records, reports, and other information in compliance with the requirements in this Agreement and consistent with generally accepted management practices and principles. All of the Contractor's reports to the County shall be submitted in an electronic (digital) format that is compatible with the County's software (currently Microsoft). Hard copies also shall be provided, if requested by the Administrator or if they are expressly required herein. The format and content of the Contractor's reports are subject to the Administrator's approval. The reports shall be signed by the District Manager or other duly authorized representative of the Contractor.

35.1.3 All of the Contractor's records shall be maintained in an electronic database. The database shall be available for inspection by the County at any time during normal business hours. Upon request, the information in the logs shall be provided to the Administrator on-line (e.g., via e-mail) within five (5) Operating Days.

## **35.2 SPECIFIC RECORD KEEPING REQUIREMENTS**

35.2.1 Collection Service Log – The Contractor shall maintain records and a log concerning all of the Collection Services the Contractor provides to each Customer in the Service Area. At a minimum, the records shall identify: the type of service provided to each Customer; the date(s) when service was provided; the size of, and frequency of Collection for, the Mechanical Containers (if any) used by the Customer; and the Collection Services (e.g., Special Collection Services), if any, for which the Customer paid a fee directly to the Contractor. The Contractor shall maintain the same records with the same information for all of the Collection Services that the Contractor provides to the County pursuant to Section 8. The Contractor shall summarize its records in a log.

35.2.2 Solid Waste Disposal Log – The Contractor shall maintain records and a log concerning all of the Solid Waste it collects in the Service Area, including the materials collected for the County pursuant to Section 8. The records shall identify the amount of Solid Waste collected and the locations where the Solid Waste was taken for disposal, as documented by scale house tickets and receipts. The records shall address each Load of Solid Waste for each Collection vehicle for each Operating Day. These records shall be summarized in a log.

35.2.3 Recyclable Materials Log – The Contractor shall maintain records and a log concerning all of the Source Separated Recyclable Materials it collects in the Service Area, including the materials collected for the County pursuant to Section 8. The records shall identify the amount of Source Separated Recyclable Materials collected and the locations where the Source Separated Recyclable Materials were taken for processing, as documented by scale house tickets and receipts. The records shall address each Load of Source Separated Recyclable Materials for each Collection Vehicle for each Operating Day. These records shall be summarized in a log.

- 35.2.4 Vehicle Maintenance Log – The Contractor shall keep maintenance records and a log for each vehicle used for Collection Service. At a minimum, the log shall show: the identification number for the vehicle; the date and description of all routine maintenance activities; and the date and description of all repair activities.
- 35.2.5 Non-Collection Notice Log – The Contractor shall maintain records and a log of all occasions when the Contractor issued Non-Collection Notices. The log shall include: the date when the notice was issued; the Customer’s street address; and the reason for the Non-Collection Notice.
- 35.2.6 Complaint Log – The Contractor shall maintain records and a log of all complaints. The log shall include: the date and time when the Contractor was notified by the County or Customer; the Customer’s street address; a description of the complaint; whether the complaint was a Legitimate Complaint; the date and time when the complaint was resolved; and a description of how the complaint was resolved.
- 35.2.7 Property Damage Log – The Contractor shall maintain records and a log concerning all accidents and events when Contractor’s employees, vehicles, or equipment caused an injury to any Person or domestic animal, or damage to any public or private property. At a minimum, the log shall include: the date and time when the event occurred; the address where the event occurred; a description of the event; the vehicle or equipment number, and the name of the employee involved in the event; the name and address of the Person suffering the injury or damage; a description of the injury or damage suffered; and a description of how and when the matter was resolved.
- 35.2.8 Garbage Cart and Recycling Bin Log – The Contractor shall maintain records and a log concerning all of the new and refurbished Garbage Carts and all of the new and refurbished Recycling Bins that the Contractor provides to Curbside Customers pursuant to this Agreement. At a minimum, the log shall provide the following information for each new or refurbished Garbage Cart and Recycling Bin: the street address of the Curbside Customer that received the Garbage Cart or Recycling Bin; the Contractor’s reason for providing the cart or bin (e.g., replacing a stolen cart; a New Customer; etc.); and the size of each cart that was provided. In addition, the Contractor’s log shall identify the total number of Garbage Carts (broken down by size) and the total number of Recycling Bins that the Contractor provided each Operating Month and each Operating Year.

### **35.3 MONTHLY REPORT**

- 35.3.1 The Contractor shall submit a monthly report to the Administrator no later than the fifteenth (15<sup>th</sup>) day after each Operating Month. The report shall be submitted electronically (digitally) via e-mail. At a minimum, the monthly report shall contain the following information for the previous month: (a) the total quantity of each type of Residential Waste (e.g., Garbage; Bulky Waste, Yard Waste) delivered to each Designated Facility pursuant to this Agreement; (b) the total quantity of Source Separated Recyclable Material delivered to each Designated Facility; (c) the amount of Solid Waste and Source Separated Recyclable Material (if any) delivered to other facilities; (d) the number of Missed Collections; (e) a summary of each accident involving personal injuries or property damage; (f) the total number of Legitimate Complaints; and (g) the total number of Garbage Carts (broken down by size) and the total number of Recycling Bins that were provided to Curbside Customers by the



Contractor. The first monthly report shall be submitted to the Administrator on or before November 15, 2023.

- 35.3.2 Upon request, the monthly report shall include any information that is needed by the County to comply with the County's reporting obligations under Chapter 403, Florida Statutes, or other Applicable Laws concerning Recycling rates, Recycling goals, Solid Waste management programs, or similar matters.
- 35.3.3 Whenever the Contractor submits a monthly report to the County, the Contractor also shall submit a signed written statement from the District Manager or their designee, verifying that the monthly report is accurate in all respects. The District Manager or their designee also shall verify in each monthly report that (a) all of the Solid Waste and Source Separated Recyclable Material collected by the Contractor under this Agreement has been delivered to a Designated Facility, and (b) the Contractor's monthly report accurately accounts for all such deliveries.

#### **35.4 ANNUAL REPORT**

In addition to the other reporting requirements in this Agreement, the Contractor shall submit an annual report to the Administrator no later than fifteen (15) calendar days after the end of each Operating Year. At a minimum, the annual report shall include the following information: (a) annualized information for all items required in the quarterly reports; (b) updated lists of all vehicles and equipment used to provide Collection Service under this Agreement; (c) a description and inventory of the equipment, facilities, manpower, and other resources available for emergency conditions; (d) a trend analysis and overall evaluation of the number and types of Legitimate Complaints received by the Contractor on a monthly and annual basis during the term of this Agreement; (e) a corrective action plan for systemic and chronic problems, if any; (f) an updated Collection Plan; (g) an updated Contingency Plan; (h) an updated Safety Plan; (i) a summary of all accidents and Legitimate Complaints involving personal injuries or damage to public or private property during the prior year; and (j) a list of the vehicles, if any, that will be replaced in the upcoming year to comply with the requirements in Section 29.3 herein. The first annual report shall be submitted to the County on or before October 15, 2024.

#### **35.5 ACCIDENT REPORTS**

The Contractor shall notify the Administrator concerning all OSHA reportable events and serious accidents involving the Contractor's staff, vehicles, or equipment that occur while the Contractor is performing services under this Agreement. More specifically, the Contractor shall notify the Administrator if an accident or event: (a) results in personal injuries; (b) results in damages to public or private property that exceeds Five Hundred Dollars (\$500) in value; or (c) requires notification to OSHA or another regulatory agency under Applicable Laws. In all such cases, oral notice shall be provided within six (6) hours of the accident and a written report shall be provided to the Administrator within one (1) Operating Day of the accident. If any issues are unresolved at that time, a subsequent report shall be provided to the Administrator within two (2) Operating Days following the ultimate disposition of the case. The oral and written reports shall include the date and time of the event, a description of the event, the names of any people that witnessed the event, an estimate of the damages and injuries (if any) caused by the event, and a description of how the event and any associated damages and injuries were handled or will be handled.

#### **35.6 COUNTY'S RIGHT TO INSPECT AND AUDIT CONTRACTOR'S RECORDS**

The Contractor shall cooperate with the Administrator and provide every reasonable opportunity for the County to ascertain whether the duties of the Contractor are being performed properly. In addition to the information explicitly required by this Agreement, the Contractor shall promptly provide any information regarding the services provided by the Contractor under this Agreement that the Administrator or the Contractor deem relevant under the circumstances.

The County shall have the right to inspect, copy, and audit, at the County's expense, all of the Contractor's records concerning the Contractor's services under this Agreement, except documents that are exempt from disclosure under Florida law. The Contractor's records shall be made available for inspection in the County during normal business hours, within five (5) Operating Days after the County requests the records. The Contractor may provide electronic copies of the records, in lieu of hard copies.

### **35.7 PUBLIC'S RIGHT TO INSPECT CONTRACTOR'S RECORDS**

In accordance with Chapter 119, Florida Statutes, any written documents that are submitted to the County will become the property of the County and will not be returned. All information contained within such documents shall be available for public inspection, except as otherwise provided under Chapter 119, Florida Statutes, or other Applicable Laws.

The Parties acknowledge and agree that the statements and provisions below are required to be included in this Agreement pursuant to Section 119.0701(2), Florida Statutes. The inclusion of this statement and the provisions below shall not be construed to imply that the Contractor has been delegated any governmental decision-making authority, governmental responsibility, or governmental function, or that the Contractor is acting on behalf of the County as provided under Section 119.011(2), Florida Statutes, or that the statements or provisions are otherwise applicable to the Contractor. The Contractor may contact the County's custodian of public records with questions regarding the application of the public records law; however, the Contractor is advised to seek independent legal counsel as to its legal obligations. The County cannot provide advice to the Contractor regarding the Contractor's legal rights or obligations. The County shall provide the Contractor with written notice if the name or contact information for the public records custodian changes.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACTOR'S WORK UNDER THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NO. (352) 264-6906; E-MAIL: [publicrecordsrequest@alachuacounty.us](mailto:publicrecordsrequest@alachuacounty.us); MAILING ADDRESS: 12 SE 1<sup>st</sup> ST., Gainesville, FL 32601.**

If the Contractor is providing services and is acting on behalf of the County as provided under Section 119.011(2), Florida Statutes, the Contractor shall comply with the public records law and shall:

- (c) Keep and maintain public records required by the County to perform the services.

- (d) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (e) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the County.
- (f) Upon completion of the Contractor's work under this Agreement, transfer at no cost to the County, all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Failure of the Contractor to comply with Chapter 119, Florida Statutes, or the requirements of this Section 35.7 shall constitute a default under this Agreement and shall be grounds for termination of this Agreement.

## **36. PUBLIC NOTICES AND EDUCATIONAL SERVICES**

The Contractor shall provide the following notices and educational services to help inform the public about the County's Solid Waste management system. The Contractor shall work closely with the County when preparing the notices, educational materials, and promotional information required pursuant to this Section 36. The design and content of the notices, educational materials, and promotional information shall be subject to the Administrator's prior approval. The Contractor shall be responsible for all expenses associated with designing, printing, publishing, and delivering the notices and otherwise providing the educational services required herein. All of the notices posted on the Contractor's website pursuant to this Section 36 shall be in English and Spanish.

### **36.1 NOTICE FOR COMMENCEMENT OF COLLECTION SERVICE**

At least thirty (30) calendar days before the Commercial Commencement Date, the Contractor shall deliver notice to each Commercial Customer and Multi-Family Customer concerning the Contractor's Collection Services. The notice shall be published in the newspaper of general circulation that has the largest number of subscriptions in Alachua County. The notice also shall be posted on the Contractor's website at least thirty (30) days before the Commercial Commencement Date.

At least fifteen (15) days before the Residential Commencement Date, the Contractor shall deliver notice to each Curbside Customer and each Multi-Family Dwelling Unit that receives Collection Service at Curbside. The Contractor also shall deliver notice to all such Customers approximately seven (7) days before the Residential Commencement Date. The first notice may be delivered by the U.S. Postal Service, but the second notice shall be provided via "door hangers," which shall be

placed on the Customer's front door or the handle of the Customer's Garbage Cart. At a minimum, the notices to Curbside Customers shall: (a) identify each of the Scheduled Collection Days for the Customer receiving the notice; (b) summarize the applicable Set Out requirements; (c) identify the telephone number and e-mail address that Customers can use to notify the Contractor about complaints; and (d) include other educational and promotional information provided to the Contractor by the County. The notices for Curbside Customers shall be posted on the Contractor's website at least thirty (30) days before the Residential Commencement Date.

At least thirty (30) days before the Residential Commencement Date, the Contractor shall provide notice to the residents in the Subscription Collection Area concerning the Contractor's Collection Services in the Subscription Collection Area. The notice shall be published in the newspaper of general circulation that has the largest number of subscriptions in Alachua County. In the alternative, the notice may be provided by using e-mail, telephone calls, or other methods that are approved by the Administrator. The notice also shall be posted on the Contractor's website at least thirty (30) days before the Residential Commencement Date.

### **36.2 NOTICES FOR NEW CUSTOMERS**

The Contractor shall design, print, and mail or deliver appropriate informational materials for each New Customer. At a minimum, the notice shall include the same general information that is contained in the notice provided pursuant to Section 36.1. The notice shall be provided no later than the date when the Contractor begins to provide Collection Service to the New Customer.

### **36.3 NOTICES CONCERNING PERMANENT CHANGES IN COLLECTION SCHEDULES**

The Contractor shall design, print, and deliver a notice to each Customer that will be affected by a permanent change in their Scheduled Collection Days. An electronic (digital) copy of the draft notice shall be submitted to the Administrator for review and approval at least thirty (30) days before the proposed change in the Scheduled Collection Days. The approved notice shall be delivered to affected Commercial Customers and Multi-Family Complexes at least five (5) days before the Contractor changes its Scheduled Collection Days for those Customers. The approved notice shall be provided twice to affected Curbside Customers and Multi-Family Dwelling Units that receive Collection Service at Curbside. All such Customers shall receive notice at least fifteen (15) days before the proposed change in service and they shall receive notice again approximately seven (7) days before the proposed change. The Contractor also shall place the notice on the Contractor's website at least fifteen (15) days before the permanent change occurs.

### **36.4 NOTICES FOR HOLIDAYS**

The Contractor shall provide notice to each Customer that will be affected by a change in their Scheduled Collection Days because of a Holiday. The notice shall be published in the newspaper of general circulation that has the largest number of subscriptions in Alachua County. The newspaper notice shall be published at least three (3) days before the Holiday. In the alternative, the Contractor may use e-mails, telephone calls, or other methods to provide such notice, if the Contractor demonstrates to the Administrator's reasonable satisfaction that the proposed method of providing notice will be effective. The Contractor also shall post a notice on the Contractor's website, at least ten (10) days before the Holiday, concerning the proposed schedule for Collection Service during the Holiday.

## **37. CONTRACTOR'S EMERGENCY SERVICES**

### **37.1 COLLECTION OF GARBAGE AFTER A DISASTER**

When severe weather (e.g., a hurricane or tropical storm) is approaching or a natural or manmade disaster is anticipated, the Contractor shall continue to provide Collection Service in compliance with this Agreement until: (a) the Administrator and the Contractor agree that Collection Services should be suspended due to unsafe operating conditions; (b) sustained winds exceed thirty (30) miles per hour, as determined by the local or national weather service; or (c) Collection Services must be suspended pursuant to Applicable Law. Following a hurricane, tornado, or other natural or human event that is declared a County, state, or federal disaster, the Contractor shall use its best efforts to immediately collect, by any means available, all of the Garbage that is Set Out by Customers, once instructed to do so by the County. This shall be the Contractor's primary responsibility until the Contractor is able to provide Collection Services on a routine basis, as mutually determined by the Administrator and Contractor. The Contractor shall use its best efforts to resume its Collection Services for Bulky Waste, White Goods, Yard Waste, and Source Separated Recyclable Materials on the Scheduled Collection Days as soon as possible after being directed to do so by the Administrator. Until the Contractor resumes normal Collection Service, the Contractor's work for the County shall be the Contractor's highest priority and it shall take priority over the Contractor's work for Commercial Customers and other members of the private sector. All of the vehicles and other equipment that the Contractor and its subcontractors (if any) have dedicated to serving the County during normal operations under this Agreement shall continue to be dedicated to the County following a disaster. When the Administrator is determining whether to suspend or resume the Contractor's Collection Service, the Administrator shall consult with the Contractor and carefully consider the safety of the Contractor's employees and equipment, in addition to the safety of the other members of the community.

### **37.2 EMERGENCY VARIANCES IN ROUTES AND SCHEDULES**

If a hurricane, tropical storm, tornado, or other natural or human event is declared an emergency or a state or federal disaster, the Administrator may grant the Contractor a variance from the Contractor's regular Routes and schedules. Requests for a variance shall be submitted in writing to the Administrator. If the Contractor's request is granted, the Contractor shall furnish the Administrator with a map depicting the revised Routes and shall provide the revised schedules in writing. Thereafter, the Contractor shall contact the Administrator on a daily basis and describe the status of the Contractor's efforts to provide Collection Service and resume the use of normal Routes and schedules.

### **37.3 COLLECTION OF DISASTER DEBRIS**

This Agreement does not give the Contractor the right to collect Disaster Debris. The County will enter into a separate contract with the Contractor if the County wishes to utilize the Contractor's services for the Collection of Disaster Debris. Nothing herein shall require the County to utilize the services of Contractor, or prevent the County from hiring another Person, to collect Disaster Debris. Among other things, the County may utilize the County's Disaster Debris Contract in accordance with the County's emergency management plan or the County may utilize County personnel and equipment for the Collection of Disaster Debris.

If the Federal Emergency Management Agency declares that the County is a federal disaster area, the County shall be primarily responsible for the Collection of Disaster Debris in the Service Area, subject to the conditions contained herein. The County shall make a good faith effort to collect and remove the Disaster Debris generated by the federally declared disaster, but the County shall have the sole authority to determine the extent of the clean-up that will be conducted by the County and its agents. When the County's tasks under this paragraph have been completed, as determined by the Administrator, the Administrator shall notify the Contractor to resume all of its normal Collection Services.

**37.4 CONTRACTOR'S CONTINGENCY PLAN**

The Contractor shall develop a Contingency Plan, which shall describe the Contractor's plan of action in the event that an emergency or other situation disrupts the Contractor's normal operations (e.g., renders the Contractor's operations yard or equipment unusable, or prevents the Contractor's drivers from reporting for work). The Contingency Plan shall describe the steps that the Contractor shall take to avoid interruptions or reductions in Collection Service under such circumstances. The Contingency Plan shall be submitted to the Administrator in compliance with the schedules in Sections 5.2(f) and 5.3(i). The Contingency Plan shall be updated annually and resubmitted to the Administrator (a) with the Contractor's annual report and (b) within ten (10) Operating Days after the plan is revised by the Contractor. The Administrator shall have the right, but not the obligation, to approve the Contingency Plan and all revisions to the plan.

**37.5 COUNTY'S EMERGENCY MANAGEMENT MEETINGS**

If requested by the Administrator, the Contractor shall attend the County's emergency management and disaster preparedness meetings and shall provide the County with any materials that may be useful to the County's efforts, including but not limited to Collection schedules and Routes. The Administrator shall notify the Contractor of the date, time, and location of the meetings, and shall identify any necessary materials that are to be provided by the Contractor.

**38. RATES FOR CONTRACTOR'S SERVICES****38.1 UNIFORM RATES FOR ALL COLLECTION SERVICES**

The Rates in Exhibits 3, 4, 5, and 6 are the maximum amounts that shall be charged for the Collection Services provided by the Contractor pursuant to this Agreement. The Rates shall be applied uniformly to all Customers receiving Collection Services from the Contractor within the County after the Commencement Date. The Contractor shall utilize the Rates in Exhibits 3, 4, 5, and 6 and no others, when billing its Customers or the County.

**38.2 RATES FOR SPECIFIC COLLECTION SERVICES**

Exhibit 3 contains the Rates for the Collection Services provided to a Curbside Customer. Exhibit 4 contains the Rates for a Multi-Family Complex that receives Collection Service with a Mechanical Container. The Rates for Commercial Collection Services are set forth in Exhibit 5. The Rates for Special Collection Services are set forth in Exhibit 6. The Rates identify the Collection component and the disposal component, if any, that are applicable to each Collection Service.

**38.3 CPI ADJUSTMENTS TO RATES**

Subject to the conditions herein, on October 1, 2023 and each October 1 thereafter during the term of this Agreement, the Collection component of the Rates shall be adjusted to reflect the change in the cost of Collection during the previous year due to inflation.

More specifically, on October 1, 2023 and each October 1 thereafter, the Collection component of the Rates in Exhibits 3, 4, and 5 shall be adjusted by an amount that is equal to one hundred percent (100%) of the percentage change in the average Consumer Price Index (as defined in Section 1.24, above) during the most recent twelve (12) consecutive month period beginning on April 1 and ending on March 31, unless the amount of the adjustment is otherwise limited below. For example, with regard to the CPI adjustment on October 1, 2023, the relevant period will be April 1, 2022 through March 31, 2023.

The percentage change in the CPI shall be determined by using the reports and values published by the U.S. Department of Labor. If the percentage change in the CPI is not available in the published reports, the percentage change in the CPI shall be calculated by using the following formula:

PC CPI = CPI 1 divided by CPI 2, minus 1.0, multiplied by 100

The formula also can be shown as:

$$\text{PC CPI} = \left[ \frac{(\text{CPI 1})}{(\text{CPI 2})} - 1 \right] \times 100$$

Where:

- PC CPI is the percentage change in the CPI from one year to the next;
- CPI 1 is the average CPI index number for the most recent year from April to March (e.g., April 2022 to March 2023); and
- CPI 2 is the average CPI index number for the year before CPI 1 (e.g., April 2021 to March 2022).

The average CPI index number for any year shall be calculated by adding the CPI index numbers for each month during that year and then dividing the sum by 12.

The annual CPI adjustments to the Collection component of the Rates in Exhibits 3, 4, and 5 shall be calculated in the manner shown in Exhibit 10.

The Rates for Special Collection Services in Exhibits 3, 4, 5, and 6, and the Rates in Exhibit 3 for Garbage Carts and Recycling Bins, also shall be adjusted on October 1, 2023 and each October 1 thereafter during the term of this Agreement. The annual CPI adjustments to these Rates in Exhibits 3, 4, 5, and 6 shall be calculated in the same manner, and shall be subject to the same requirements, as the other CPI adjustments described in this Section 38.3.

Notwithstanding anything else contained herein, the CPI adjustments to the Rates in a single Operating Year shall not cause any Rate to increase by an amount that exceeds five percent (5%) of the Rate in the prior Operating Year. There shall be no “catch up” adjustments to the Rates in future years (i.e., there will not be an adjustment to the Rates in the future to offset or mitigate the effect of an increase greater than the five percent (5%) “cap” in a year when the CPI adjustment would exceed five percent (5%), but for the five percent (5%) limitation contained herein). Further, the CPI adjustments shall always be equal to or greater than zero (0). Therefore, the CPI adjustments shall never result in a reduction in the Rates.

If the CPI is discontinued or substantially altered, the County may select another relevant price index published by the United States government or by a reputable publisher of financial and economic indices.

#### **38.4 RATE ADJUSTMENTS FOR CHANGES IN LAW**

If a Change in Law will directly and materially affect the Contractor's cost of providing its services under this Agreement, the Contractor may request the County to adjust the Rates. If the Contractor wishes to exercise this option, the Contractor shall prepare and submit a schedule of proposed Rates that will distribute the increased costs in a fair and non-discriminatory manner. The Contractor's request shall be accompanied by all data and analyses necessary for the County to fairly evaluate the proposed Rate increase. The County Manager may request, and upon request the Contractor shall provide, additional information as necessary. After receiving the requested information, the County Manager shall present the Contractor's request and the Administrator's recommendations to the Commission. The Contractor shall be given a reasonable opportunity to explain the basis for its request at a duly noticed public meeting of the Commission.

The County Manager and the Commission shall fairly evaluate the Contractor's request in a timely manner and in compliance with the requirements in Section 33.4, above. Subject to the provisions of Section 33.4, the Contractor's request may be approved if the request complies with the requirements in this Section 38.4 and the Agreement. The Commission's decision to grant, grant in part, or deny the Contractor's request shall constitute final action by the County.

If any adjustments to the Rates are approved, the adjusted Rates shall become effective upon the date designated by the Commission. Adjustments (if any) to the Rates shall be designed to compensate the Contractor for the actual, documented, increased costs incurred by the Contractor after the Change in Law took effect.

If a Rate adjustment is approved pursuant to this Section 38.5 and the adjustment will cause the Rate for any Collection Service to increase by an amount that is equal to or greater than twenty percent (20%) of the Rate in effect before the adjustment took effect, or cause the Rate for any Collection Service to be greater than one hundred fifty percent (150%) of the Rate on the Effective Date, the Commission may terminate this Agreement at any time after providing one hundred eighty (180) days' notice to the Contractor. The termination shall take effect on a date selected by the Commission.

### **38.5 PAYMENTS FOR SHARED MECHANICAL CONTAINERS**

The Contractor may prorate its charges to accommodate Customers that share a Mechanical Container; however, the charges collectively shall not be more than the amounts set forth in the approved Rates, unless the Administrator approves the Contractor's charges in advance, based on special circumstances. Similarly, the Administrator may require a shopping center to receive and pay for Collection Service that is greater than the sum of the needs of the individual shops sharing a Mechanical Container, if the shopping center contains common areas where waste is generated by the public or the employees of the individual shops.

## **39. PAYMENTS TO CONTRACTOR FOR COLLECTION SERVICES**

### **39.1 GENERAL PAYMENT PROVISIONS**

Subject to the conditions and limitations contained herein, the County and the Customers shall pay the Contractor for the services that the Contractor provides in compliance with the requirements in this Agreement. However, the County and the Customers shall have no obligation to pay any fee, charge, cost, or other sum to the Contractor unless such payment is explicitly authorized in this Agreement and (a) the fee is identified in Exhibits 3, 4, 5 and 6 or (b) this Agreement explicitly



provides that the fee shall be negotiated between the Contractor and the Customer. The Rates for Collection Services in Exhibits 3, 4, 5, and 6 shall constitute full and complete compensation to the Contractor for the services provided by the Contractor under this Agreement. In all cases, the County shall have the sole authority to determine whether and the extent to which the Contractor is entitled to payment for services it provided under this Agreement.

Neither the Contractor nor its agents, subcontractors, employees or other representatives shall solicit or accept any payment or monetary remuneration from any Customer for the provision of any Service described in this Agreement, unless such payments are explicitly authorized in this Agreement and the payments are less than or equal to the amounts authorized. If a Customer or other Person delivers any money to the Contractor for any service provided in the Service Area, and such payment is not explicitly required in this Agreement, the Contractor shall return the money to the Customer within five (5) Operating Days after the money is received by the Contractor.

### **39.2 PAYMENTS FOR CURBSIDE RESIDENTIAL COLLECTION SERVICE**

Subject to the conditions and limitations contained herein, the County shall pay the Contractor for the Curbside Residential Collection Service that is provided by the Contractor in compliance with this Agreement in the Universal Collection Area. The County's payments will be based on the Rates set forth in Exhibit 3.

On or before the tenth day of each Operating Month, the Contractor shall provide the County with an invoice for the Curbside Residential Collection Services that were provided by the Contractor in the Universal Collection Area during the prior Operating Month. The format and content of the Contractor's invoice shall be subject to the approval of the County Manager. The Contractor's invoice shall identify the number of Dwelling Units that received Curbside Residential Collection Service and the size of the Garbage Cart used by each Customer.

The amount of the County's payments to the Contractor shall be calculated by multiplying the applicable monthly Rate for a specific Collection Service times the number of Dwelling Units on the Residential Customer List that received the specific type of Collection Service. For the purposes of calculating the number of Curbside Customers, the Contractor shall use the Residential Customer List as it exists in the approved annual non-ad valorem assessment roll. The County's payments to the Contractor for the Collection of Garbage, Rubbish, Bulky Waste, and White Goods shall be based on the actual size(s) of the Garbage Cart(s) used by each Curbside Customer. If a Curbside Customer uses multiple Garbage Carts, the Contractor shall be paid the applicable Rate for each Garbage Cart, based on the size of each cart. The County's payments to the Contractor for the Collection of Yard Waste and Source Separated Recyclable Materials shall be based on the total number of Customers that received Collection Service at Curbside.

The County's payments to the Contractor shall not include the cost of processing or disposing of the materials collected from Curbside Customers. The County will pay these costs directly to the Designated Facilities, pursuant to Section 42, below.

The Contractor's invoice shall identify the number of new Garbage Carts and new Recycling Bins that the Contractor provided to Curbside Customers during the Operating Month. The Contractor's invoice also shall include the information required pursuant to Section 35.2.8, above, if the County requests such information. The County's payment to the Contractor for Garbage Carts and Recycling Bins shall be calculated in the manner described in Section 39.8, below.

If the County requests the Contractor to provide additional Collection Services for Yard Waste pursuant to Section 7.4.7, above, the Contractor's invoice shall include a separate line-item that identifies the cost of providing such services. The County's payment to the Contractor for such services shall be calculated by multiplying the applicable Rate in Exhibit 3 times the number of Residential Customers on the Customer List during the prior Operating Month.

The Contractor's invoice shall be accompanied by such documentation or data 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: (a) the invoice accurately describes each service for which payment is requested; (b) the services identified in the invoice have been properly and timely performed in compliance with the requirements in this Agreement; (c) the expenses included in the invoice have been reasonably incurred in compliance with this Agreement; (d) all services described in the invoice were provided to the public for the purposes set forth herein; (e) all obligations of the Contractor covered by prior invoices have been paid in full; (f) the amount requested by the Contractor is currently due and owing; and (g) 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 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 its invoices to the County at the following address:

Solid Waste and Resource Recovery  
ATTN: Waste Collection & Alternatives Manager  
5620 NW 120<sup>th</sup> Lane  
Gainesville, FL 32653

If the County identifies any errors or omissions in the Contractor's invoice, the County will request the Contractor to prepare and submit a revised invoice. The Contractor's request for payment will not be approved until the County receives a correct invoice. The County also has the right to contest the amounts requested in the Contractor's invoice, but the County shall pay all undisputed amounts in compliance with the Florida Prompt Payment Act (Section 218.70, et seq., Florida Statutes). Before the County pays the Contractor's invoice, the County may deduct any amount that the Contractor owes to the County, including administrative charges imposed pursuant to Section 44, below.

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

### **39.3 COUNTY'S PAYMENTS FOR COLLECTION SERVICES PROVIDED TO THE COUNTY**

The Contractor shall not bill the County, and the County shall not pay the Contractor, for the services provided to the County pursuant to Section 8 of this Agreement, except as expressly provided in Section 8.2, above. The Contractor's invoice shall identify the specific services that were provided and the applicable Rate for each service. The invoice shall be submitted with the Contractor's invoice for Curbside Residential Collection Services, and it shall be reviewed and paid subject to the requirements and limitations set forth in Section 39.2, above.

### **39.4 COUNTY'S UNDERPAYMENTS AND OVERPAYMENTS TO CONTRACTOR**

If the County pays the Contractor in error, for whatever reason, the Contractor shall promptly notify the Administrator to rectify the mistake. The County shall make appropriate adjustments to the Contractor's payments under this Agreement to off-set past underpayments and overpayments resulting from any error. However, the County shall not be obligated to make any adjustments to correct for underpayments that occurred more than three (3) months before the County received the Contractor's notice of the error. The Parties agree that this limitation on the Contractor's remedies is reasonable and necessary to prevent untimely claims.

### **39.5 LIMITATIONS ON CONTRACTOR'S RIGHT TO PAYMENT FROM COUNTY**

The County shall have no obligation to pay for any of the Collection Services provided by the Contractor, except as provided in Sections 39.2 and 39.3, above. The Contractor shall have no right to any revenues or funds obtained by the County from any other sources, including but not limited to funds distributed to the County by the Florida Department of Environmental Protection or any other Person.

### **39.6 PAYMENTS FOR OTHER RESIDENTIAL COLLECTION SERVICES**

The Contractor shall be solely responsible for billing and collecting its Rates, fees, and other charges for any Collection Services the Contractor provides to a resident in the Subscription Collection Area.

Pending approval by the Board of County Commissioners, beginning October 1, 2023, the County shall pay the Contractor a monthly fee to compensate the Contractor for the processing and disposal of the Garbage and Rubbish that the Contractor collects from residents in the Subscription Collection Area and delivers to Designated Facilities. If the payment is approved by the Board of County Commissioners, the contractor shall not include processing and disposal costs as part of their billing to the residents in the Subscription Collection Area. If the payment is not approved by the Board of County Commissioners the Contractor will be responsible for including processing and disposal costs as part of their billing to the residents in the Subscription Collection Area. The County shall calculate the amount to be paid by using the following formula:

$$P = N \times WGR \times TF$$

Where:

- P is the amount to be paid each month by the County to the Contractor;
- N is the number of residential units in the Subscription Area that receive Collection Service from the Contractor during the Operating Month for which payment is being made;
- WGR is the waste generation rate as determined by the County; and
- TF is the Tipping Fee at the Designated Facility

In this formula, "N" shall be the number of Dwelling Units that the Contractor served as of the first day of the Operating Month for which payment is being made. The waste generation rate ("WGR") shall be the amount of Garbage and Rubbish generated by an average Dwelling Unit in unincorporated Alachua County during the prior Operating Year or during the most recent 12-month period for which the County has reliable data. The waste generation rate shall be an average value, which shall be expressed in tons of waste generated per Dwelling Unit per month. The Tipping Fee shall be the applicable fee at the Designated Facility on the first day of the Operating Month for

which payment is being made. This formula shall be used each month to calculate the amount of the County's payment to the Contractor for the prior Operating Month.

The Contractor shall be solely responsible for paying the Designated Facilities for the processing and disposal of any other materials (i.e., materials that are not Garbage or Rubbish) it collects from residents in the Subscription Collection Area.

### **39.7 PAYMENT FOR COMMERCIAL COLLECTION SERVICES AND MULTI-FAMILY COLLECTION SERVICES**

The Contractor shall be solely responsible for billing its Commercial Customers and collecting the Rates, fees, and other charges for the Commercial Collection Services the Contractor provides under this Agreement. The Contractor also shall be responsible for the payment of all Tipping Fees associated with the processing and disposal of the Solid Waste and other material collected by the Contractor when providing Commercial Collection Services. The Contractor may bill its Commercial Customers in advance for the Commercial Collection Services the Contractor will provide during the next Operating Month.

The Contractor may bill a Commercial Customer the applicable Rates set forth in Exhibits 5 and 6, including: (a) a fee for the Collection of the Commercial Customer's Solid Waste and/or Source Separated Recyclable Materials; (b) a fee for the processing and disposal of the Commercial Customer's materials; (c) a fee for each Special Collection Service; (d) a fee for the rental and maintenance of any Mechanical Container (e.g., dumpster or Compactor) provided by the Contractor to the Commercial Customer; and (e) the County's Franchise Fee. The Contractor may negotiate and charge an appropriate fee for the use of its Compactors.

The requirements set forth above in this Section 39.7 also shall apply when the Contractor provides and bills for Multi-Family Collection Services using the applicable Rates set forth in Exhibits 4 and 6.

### **39.8 PAYMENTS FOR GARBAGE CARTS AND RECYCLING BINS**

The County will make monthly payments to the Contractor, in the manner described in Section 39.2, above, to compensate the Contractor for purchasing, assembling, delivering, exchanging, maintaining, and otherwise providing Garbage Carts and Recycling Bins for the benefit of Curbside Customers. The amount of the County's monthly payments for the Garbage Carts shall be determined by multiplying the total number of Garbage Carts used by Curbside Customers in the Universal Collection Area times the applicable Rates in Exhibit 3. The same calculation shall be performed to determine the amount of the County's monthly payments to the Contractor for Recycling Bins. The total number of Garbage Carts shall be determined by the County each year when the County prepares its Residential Customer List, as described in Section 39.2, above. The County shall have no obligation to pay any other fees or charges to the Contractor for the Garbage Carts or Recycling Bins.

### **39.9 PAYMENTS FOR SPECIAL COLLECTION SERVICES**

The Rates for Special Collection Service shall be paid in addition to the Rates for the routine Collection Service received by the Customer.

The Contractor shall be solely responsible for billing its Customers and collecting the applicable Rates for any Special Collection Services the Contractor provides to Customers pursuant to this Agreement. The Contractor also shall be responsible for the payment of all Tipping Fees associated

with the disposal or processing of Solid Waste and other materials collected by the Contractor when providing Special Collection Services.

The Collection of waste materials from an Overflowing Mechanical Container is a Special Collection Service. The Contractor may collect an additional fee of One Hundred Dollars (\$100.00) from a Commercial Customer each time the Contractor collects a Mechanical Container (e.g., Compactor box) that is Overflowing. In such cases, the Contractor's invoice to the Commercial Customer shall include time and date-stamped photographs of the Overflowing Mechanical Container.

The use of Pup Trucks is a Special Collection Service. Exhibits 3, 4, and 5 identify the additional fees that a Customer shall pay to the Contractor pursuant to Section 29.11 if the Contractor must use a Pup Truck to provide Collection Services to the Customer.

In cases where there are no established Rates in this Agreement for a Special Collection Service requested by a Customer, the Contractor and the Customer shall negotiate a mutually acceptable Rate for the Contractor's services. With regard to Special Collection Services provided to Curbside Customers, the negotiated Rate shall not exceed the Rate in Exhibit 5 for Commercial Customers receiving the same type or level of service. In the event that the Contractor and Commercial Customer are unable to agree about the Rate, the Administrator shall determine the amount of the Rate. The Contractor shall not be entitled to any compensation for a Special Collection Service unless the Customer agreed to pay the applicable Rate before the Contractor provided its service.

## **40. PAYMENTS TO THE COUNTY**

### **40.1 FRANCHISE FEES**

The Contractor shall pay Franchise Fees to the County in exchange for the rights and privileges granted to the Contractor pursuant to this Agreement, including the Contractor's exclusive right to provide Multi-Family Collection Services and Commercial Collection Services in the Service Area. The Franchise Fees also compensate the County for the other matters summarized in Section 1.47, above.

The Franchise Fee for Multi-Family Collection Services and Commercial Collection Services shall be equal to ten percent (10%) of the Contractor's gross billings for all Collection Services provided to Multi-Family Complexes and Commercial Customers by the Contractor pursuant to this Agreement. Gross billings means the amount billed in the invoices sent to the Contractor's Customers (i.e., not the revenues received by the Contractor). Gross billings include all amounts that the Contractor bills for the Collection of the Customer's waste materials, including the cost of providing Special Collection Services and the cost of providing, servicing, and maintaining Collection Containers. Notwithstanding the foregoing, gross billings do not include disposal costs (e.g., Tipping Fees), Franchise Fees, or administrative charges imposed pursuant to Section 44, below. In addition, the Contractor shall not be required to pay Franchise Fees for billings that are based on the Collection of Source Separated Recyclable Materials or Source Separated Recovered Materials from Commercial Customers.

The Franchise Fees may be shown as a separate line item expense in the Contractor's invoices to its Customers. The Franchise Fees may be billed and collected from the Contractor's Customers, in addition to the Rates that are shown in Exhibits 4, 5, and 6, below. The Rates do not include the Franchise Fees.

On or before the tenth (10<sup>th</sup>) day of each Operating Month, the Contractor shall deliver to the Administrator and the County's Chief Financial Officer or their designee a report that summarizes the Contractor's billings for Multi-Family Collection Services and Commercial Collection Services during the prior Operating Month. The report shall identify the amount of the Franchise Fee to be paid by the Contractor to the County. The format and content of the report shall be subject to the approval of the Administrator. The report shall include, but is not limited to: the name of each Commercial Customer; the service address of each Commercial Customer; the account number of each Commercial Customer; the exact services rendered to each Commercial Customer, including the size of each Collection Container used by the Customer and the frequency of Collection Service; the amount billed to each Commercial Customer; the Special Collection Services (if any) provided to each Commercial Customer; and the amount billed to each Commercial Customer for Special Collection Services. The report shall provide the same information concerning each Multi-Family Complex. The report shall be submitted with an Excel spreadsheet or in another format that is compatible with the County's computer software programs.

At its option, the County may deduct the Franchise Fees from the County's monthly payment to the Contractor for Residential Collection Services. In the alternative, the County may require the Contractor to submit the Franchise Fees to the County as a separate payment.

The exact nature and amount of the Franchise Fees may be changed by the Commission from time-to-time. Before enacting any such change, the County shall evaluate whether the change requires a corresponding change in any Rates or calculations that include the Franchise Fee.

At any time the County may conduct an audit of the Contractor's records concerning the Franchise Fees paid to the County. The cost of the audit will be paid by the County. However, the Contractor shall pay the cost of the audit if the audit reveals that the Contractor's payments of Franchise Fees during a prior Operating Month or Operating Year were less than one-hundred percent (100%) of the total amount actually owed for such services.

## **40.2 OTHER PAYMENTS**

The County may submit invoices to the Contractor for any fee, charge, or other sum that is due and owed to the County from the Contractor. The Contractor shall pay the County's invoice within thirty (30) calendar days after receipt. In the alternative, the County may deduct the fee, charge, or other sum from the County's payments to the Contractor pursuant to Section 39.2, above.

## **41. RECYCLING REVENUES FOR COUNTY**

The Contractor shall not receive any revenues derived from the sale of Source Separated Recyclable Materials that the Contractor collects from any Curbside Customers in the Universal Collection Area. The County and the Designated Facility for Source Separated Recyclable Materials shall decide whether, and the extent to which, they will share the revenues derived from the sale of such materials. However, the provisions of this Section 41 do not apply to the sale of Recovered Materials that the Contractor collects from Commercial Customers or Multi-Family Customers.

## **42. PAYMENT OF TIPPING FEES**

Subject to the conditions and limitations contained herein, the County will pay the Tipping Fees for the processing and disposal of the Garbage, Rubbish, Yard Waste, Bulky Waste, and White Goods collected

by the Contractor from Curbside Customers in the Universal Collection Area. The County also shall pay the Tipping Fees for the Solid Waste and other materials collected by the Contractor pursuant to Section 8, above. The Contractor shall pay the Tipping Fees for the processing or disposal of any other material that is collected by the Contractor under this Agreement. Among other things, the Contractor shall pay the Tipping Fees for any Solid Waste or other material that: (a) is collected from a resident in the Subscription Collection Area; (b) is collected from a Commercial Customer or Multi-Family Complex; (c) is collected outside of the Service Area; (d) is not Residential Waste; or (e) is not collected pursuant to this Agreement. The Contractor also shall pay the Tipping Fees for any Contaminated Recyclable Material that is rejected at the Designated Facility for Recyclable Materials.

In addition, pending approval by the Board of County Commissioners, the County shall pay a monthly fee to the Contractor for the processing and disposal of Garbage and Rubbish that the Contractor collects from residential customers in the Subscription Collection Area, as described in Section 39.6, above.

### **43. VERIFICATION OF PAYMENT AMOUNTS**

The County's acceptance of any payment from the Contractor, or the County's deduction of any amount from any payment due to the Contractor, shall not be construed as an accord that the amount paid is the correct amount, nor shall it be construed as a release or satisfaction of any claim the County may have for additional sums payable from the Contractor.

### **44. ADMINISTRATIVE CHARGES**

#### **44.1 BASIS FOR ADMINISTRATIVE CHARGES**

The County and Contractor acknowledge and agree that it is difficult or impossible to accurately determine the amount of damages that would or might be incurred by the County due to those failures or circumstances described in this Section 44 and for which the Contractor would otherwise be liable. Accordingly, the Contractor and the County have established the terms and amounts of the administrative charges set forth herein, and the Parties agree that the administrative charges are reasonable under the circumstances. The Contractor and County also have consulted with their legal counsel and confirmed that these administrative charges are appropriate and will help the Parties accomplish their mutual goal of providing certainty about such matters. Therefore, the following administrative assessments shall constitute liquidated damages, not penalties, for the Contractor's breach of this Agreement.

#### **44.2 PROCEDURE FOR ASSESSING ADMINISTRATIVE CHARGES**

44.2.1 The Administrator shall conduct a preliminary evaluation of the relevant facts before the Administrator decides whether administrative charges should be assessed against the Contractor. At a minimum, the Administrator shall provide written notice to the Contractor, and offer to discuss the relevant facts with the Contractor within five (5) Operating Days after the date of the notice. In all cases, the Contractor shall have the right to present photographs, GPS data, and other relevant information to the Administrator and thus demonstrate that administrative charges should not be imposed. Following this discussion (if any) or the expiration of the five (5) Operating Day period, whichever occurs first, the Administrator shall determine whether administrative charges should be assessed. The County shall not assess and the Contractor shall not be required to pay administrative charges in those cases where the delay or failure in the Contractor's performance was (a) excused in advance by the

Administrator or (b) due to unforeseeable causes that were beyond the Contractor's reasonable control, and without any fault or negligence on the part of the Contractor.

- 44.2.2 Prior to assessing administrative charges, the Administrator shall provide written notice to the Contractor, indicating the County's intent to assess administrative charges and the basis for the County's position. The Administrator's notice shall be provided to the Contractor within sixty (60) days after the incident that is the subject of the proposed administrative charges.
- 44.2.3 After receiving the Administrator's notice, Contractor shall have ten (10) Operating Days to file a written letter of protest with the Administrator.
- 44.2.4 If a protest is timely filed, the matter shall be referred to the County Manager for resolution. The County Manager shall review the issues in a timely manner and then provide a written decision to the Contractor. The County Manager's decision shall be final and non-appealable, except as provided in Section 44.2.6.
- 44.2.5 If a protest or petition is not timely filed by the Contractor, or if the County Manager concludes that administrative charges should be assessed, the County may deduct the administrative charge from the County's monthly payments to the Contractor. In the alternative, the County may require the Contractor to submit the administrative charge to the County as a separate payment.
- 44.2.6 The procedures in this Section 44 shall be used in lieu of the procedures in Section 49 when resolving disputes concerning administrative charges, unless the administrative charges assessed in one month will exceed Twenty Thousand Dollars (\$20,000). If the administrative charges will exceed this threshold, then the Contractor may use the procedures in Section 49, at the Contractor's option, to resolve any dispute concerning the administrative charges for that month.

#### **44.3 ADMINISTRATIVE CHARGES BEFORE COMMENCEMENT DATES**

In addition to the administrative charges authorized pursuant to Section 44.4, below, the Administrator shall impose administrative charges for the Contractor's actions during the Transition Periods, in the amounts set forth in Sections 44.3.1 through 44.3.4, below:

- 44.3.1 Failure to provide purchase orders or other documentation to the County by the deadline in Sections 5.2(d) or 5.3(d) confirming that all necessary Collection vehicles and Collection Containers have been ordered and are scheduled to be delivered to the Contractor's equipment yard no later than the deadline in Sections 5.2(d) or 5.3(d), as applicable. For each calendar day of delay, Five Hundred Dollars (\$500) shall be assessed against the Contractor.
- 44.3.2 Failure to mail or deliver the County-approved brochures and informational materials to all Customers in compliance with the schedules in Section 36.1. For each calendar day of delay, Twenty-Five Dollars (\$25) shall be assessed against the Contractor for each Customer that did not receive the appropriate materials in compliance with the schedules herein, but the maximum assessment shall not exceed Three Thousand Dollars (\$3,000) per day.



- 44.3.3 Failure to have all of the necessary Collection vehicles delivered to the Contractor's equipment yard by the deadline in Sections 5.2(d) or 5.3(d), as applicable. For each calendar day of delay, Four Thousand Dollars (\$4,000) shall be assessed against the Contractor.
- 44.3.4 Failure to timely file any report, plan, or other document (collectively, "Document") required pursuant to Sections 5.2 or 5.3 shall result in the imposition of a One Hundred Dollar (\$100) assessment for each calendar day that such Document is late. A separate assessment shall be imposed for each Document that is late. For the purposes of this Section 44.3.4 only, a Document shall be deemed late if (a) the Administrator gives written notice to the Contractor that the Document was not filed in compliance with the schedule in Sections 5.2 or 5.3, as applicable, and (b) the Contractor fails to submit the Document within five (5) Operating Days after the Administrator provides notice.

#### **44.4 ADMINISTRATIVE CHARGES DURING TERM OF AGREEMENT**

On the Commercial Commencement Date and throughout the remainder of the term of the Agreement, the Administrator shall assess administrative charges if the Contractor fails to comply with an applicable requirement in this Agreement, subject to the following provisions:

- 44.4.1 Failure to clean up Solid Waste, litter, or other material in compliance with the requirements in this Agreement, within the deadlines set forth herein, after receiving written notification by the Administrator or a Customer. Each failure shall result in the imposition of a One Hundred Fifty Dollar (\$150) assessment per event.
- 44.4.2 Failure to collect the Garbage, Rubbish, Yard Waste, Bulky Waste, White Goods, or Source Separated Recyclable Material that was properly Set Out for Collection by a Curbside Customer on the Scheduled Collection Day, if the wastes or materials are not collected by (a) the end of the next Operating Day after receiving written notification (e.g., via e-mail) from the County or Customer or (b) the end of the day on Saturday, when required pursuant to Section 18, above. Each failure shall result in the imposition of a One Hundred Dollar (\$100) assessment for each calendar day of delay.
- 44.4.3 Failure to complete a Route on the Scheduled Collection Day, but only if the Contractor also failed to complete the Route by the end of the next Operating Day after receiving written notification from the County or a Customer. A Route shall be considered incomplete if ten (10) or more Dwelling Units on the Route do not receive Collection Service on the Scheduled Collection Day. Each failure shall result in an assessment of One Thousand Dollars (\$1,000) per Route, per calendar day. This assessment shall be used in lieu of Section 44.4.2 in cases involving incomplete Routes.
- 44.4.4 Mixing Source Separated Recyclable Materials with Solid Waste, or mixing any other materials that are required to be collected separately, shall result in the imposition of a Five Hundred Dollar (\$500) assessment per occurrence. This assessment shall only be imposed in cases where the Contractor mixed such materials together. An assessment shall not be imposed in cases where the Contractor merely collected materials that already had been mixed together by a Customer.

- 44.4.5 Failure to maintain a Collection vehicle or equipment in a clean and sanitary manner within the deadlines set forth herein, after receiving written notification from the Administrator, shall result in the imposition of an assessment of One Hundred Dollars (\$100) per incident per calendar day.
- 44.4.6 Failure to respond to a Legitimate Complaint within the time frame specified herein, after receiving written notification from the Administrator or a Customer, shall result in a Fifty Dollar (\$50) assessment per occurrence.
- 44.4.7 Failure to resolve a Legitimate Complaint, other than a Missed Collection, within seven (7) Operating Days after receiving written notification from a Customer or the Administrator, shall result in the imposition of a Two Hundred Fifty Dollar (\$250) assessment per calendar day until such complaint is resolved to the reasonable satisfaction of the Administrator. The deadline for resolving the complaint shall be extended where such extension is authorized by other provisions of this Agreement.
- 44.4.8 Failure to timely file any report, plan, or other document (collectively, "Document") required herein shall result in the imposition of a One Hundred Dollar (\$100) assessment for each calendar day that such Document is late. A separate assessment shall be imposed for each Document that is late. For the purposes of this Section 44.4.8 only, a Document shall be deemed late if (a) the Administrator gives written notice to the Contractor that the Document was not filed in compliance with the schedule in this Agreement and (b) the Contractor fails to submit the Document within five (5) calendar days after the Administrator provides notice.
- 44.4.9 Failure to dispose of any Residential Waste or Commercial Waste collected in the Service Area at a Designated Facility shall result in the imposition of an assessment equal to the current Tipping Fee at the Designated Facility times the amount (tonnage) of material disposed at the non-Designated Facility. If the tonnage is unknown, the assessment shall be Two Thousand Dollars (\$2,000) per occurrence.
- 44.4.10 Failure to deliver Source Separated Recyclable Materials to a Designated Facility for such materials pursuant to Section 21, or delivering Source Separated Recyclable Materials to a facility for disposal, shall result in the imposition of an assessment of Three Thousand Dollars (\$3,000) per occurrence.
- 44.4.13 Failure to properly and legibly label a Collection Vehicle or Collection Container in the manner required herein, within five (5) Operating Days after receiving notice from the Administrator, shall result in the imposition of a One Hundred Dollar (\$100) assessment for each vehicle and each container that is not properly labeled.
- 44.4.14 Failure to have a vehicle operator properly licensed, or failure of the operator to carry his license while on duty, shall result in a One Hundred Dollar (\$100) assessment per occurrence.
- 44.4.15 Failure to maintain office hours in the manner specified in this Agreement shall result in a Two Hundred Dollar (\$200) assessment per occurrence.
- 44.4.16 Failure to deliver a Collection Container, or failure to replace or repair a damaged Collection Container, or failure to replace a stolen Collection Container, or failure to

exchange a Collection Container, within the deadlines specified in this Agreement after receiving written notice from the Administrator or a Customer, shall result in a One Hundred Dollar (\$100) assessment per occurrence per day.

- 44.4.17 If the Contractor notifies the Administrator that a complaint has been resolved, when the complaint has not been resolved, there shall be a Two Hundred Dollar (\$200) assessment per occurrence.
- 44.4.18 Collecting Solid Waste or Source Separated Recyclable Materials at times that are outside of the hours authorized in this Agreement, without prior written approval of the Administrator, shall result in a One Hundred Dollar (\$100) assessment per occurrence per vehicle.
- 44.4.19 Leaving Collection Containers where they obstruct driveways, alleys, streets, or roads shall result in the imposition of a One Hundred Dollar (\$100) assessment per occurrence.
- 44.4.20 Failure to provide timely notices and educational materials to a Customer, as required pursuant to Section 36, shall result in the imposition of an assessment in the amount of Twenty-Five Dollars (\$25) per Customer per occurrence, but the maximum assessment shall not exceed One Thousand Dollars (\$1,000) per occurrence.
- 44.4.21 Failure to clean up spilled liquids, including but not limited to leachate, oil, and hydraulic fluids, within the deadlines set forth in Section 22.6, shall result in the imposition of an assessment of Five Hundred Dollars (\$500) per occurrence for each calendar day of delay.
- 44.4.22 Failure to repair, or pay for the repair of, damage to public or private roadways, including but not limited to damage resulting from spills of oil, hydraulic fluids, or other liquids, within the deadlines in Section 19.6, shall result in the imposition of a Five Hundred Dollar (\$500) assessment per occurrence for each calendar day of delay.
- 44.4.23 Failure to repair damage to a Customer's property within the deadlines set forth in this Agreement, after receiving written notice from the Customer or Administrator, shall result in the imposition of an assessment of Two Hundred Fifty Dollars (\$250) per occurrence per calendar day. This Section 44.4.23 does not apply to cases involving damages to roadways.
- 44.4.24 Failure to respond to the Administrator by 5:00 p.m. on the first Operating Day following a telephone call, voice message, facsimile transmission, or electronic message requesting a response from the District Manager, shall result in the imposition of an assessment of One Hundred Dollars (\$100) per day. For the purposes of this Section 44.4.24, a response from the District Manager's designee (e.g., a supervisor) shall be sufficient.
- 44.4.25 Failure to comply with the deadlines and requirements in Section 50 concerning the Contractor's obligations prior to the termination of this Agreement, shall result in the imposition of an assessment of Two Thousand Dollars (\$2,000) per calendar day per occurrence.

- 44.4.26 Failure to cover or enclose Solid Waste and Source Separated Recyclable Materials in the Contractor's Collection vehicles, as required herein, shall result in an assessment of Two Hundred Fifty Dollars (\$250) per occurrence.
- 44.4.27 Willful, negligent, or fraudulent failure to provide accurate information to the County concerning the Contractor's Collection Services shall result in the imposition of an assessment of One Thousand Dollars (\$1,000) per occurrence.
- 44.4.28 Failure to close the gate on an enclosure for a Mechanical Container, or failing to close the lid on a Mechanical Container, or failing to lock all of the locks on a Commercial Customer's Mechanical Container, shall result in an imposition of an assessment of One Hundred Dollars (\$100) per occurrence.
- 44.4.29 Failure of the Contractor's employee to wear an appropriate uniform or other approved identification while on duty, pursuant to Section 30.5, shall result in a Fifty Dollar (\$50) assessment per occurrence.
- 44.4.30 Failure to place a Non-Collection Notice on any material that is Set Out for Collection, but not collected, shall result in the imposition of an assessment of Fifty Dollars (\$50) per occurrence.

Solely for the purposes of this Section 44, the following provisions shall apply: (a) written notice includes electronic mail that is sent to the Contractor; and (b) written notice must be provided under Sections 44.3 and 44.4 only in those cases where it is expressly required.

## **45. PAYMENTS WITHHELD FROM CONTRACTOR**

In addition to the remedies provided elsewhere in this Agreement, the County may withhold part or all of any payment otherwise due the Contractor from the County if the Administrator concludes that the Contractor's actions or inactions involve or have resulted in the following:

- (a) The Contractor's failure to carry out lawful instructions or orders from the Administrator, when required by this Agreement;
- (b) Failure of the Contractor to make payments to any subcontractor, which results in a claim against the County;
- (c) Unsafe working conditions allowed to persist by the Contractor, after receiving notice from the County or OSHA;
- (d) Failure of the Contractor to provide Routes, schedules, data, documents, or reports in compliance with this Agreement, within five (5) Operating Days after receiving written notice from the County in compliance with Section 73, below;
- (e) Failure of the Contractor to pay an administrative charge or assessment when due; or
- (f) Failure of the Contractor to provide the service(s) for which payment is being requested.

If the foregoing problems are corrected, payment shall be made to the Contractor for the amounts withheld, but the County shall not be liable to the Contractor for Interest on any delayed payment. The Administrator

shall not exercise the County's right to withhold payments under this Section 45 unless the Administrator concludes that such action is reasonable and necessary in light of the Contractor's repeated problems or persistent failure to perform in compliance with the requirements herein. Under this Section 45, the County shall not withhold more than a total of Fifty Thousand Dollars (\$50,000) from any single payment.

#### **46. NO LIABILITY FOR DELAYS OR NON-PERFORMANCE DUE TO FORCE MAJEURE EVENTS**

- 46.1** If the County or the Contractor is unable to perform or is delayed in the performance of any obligations under this Agreement by reason of any event of Force Majeure, such inability or delay shall be excused for any time during which compliance is prevented by such event and during such period thereafter as may be reasonably necessary for the County or the Contractor to correct the adverse effect of such event of Force Majeure.
- 46.2** Although a failure of performance shall be excused when caused by a Force Majeure event, the County and the Customer shall only be required to pay for the services they receive. The Contractor shall not be paid for services that were not provided due to a Force Majeure event. For example, the County shall not be obligated to pay for a Curbside Residential Collection Service (e.g., Collection of Yard Waste) if that service is not provided as a result of a Force Majeure event. The County shall not be liable for any loss suffered by the Contractor as a result of an event of Force Majeure.
- 46.3** Labor disputes, labor shortages, changing economic conditions, and the economic hardship of the Contractor shall not be considered an event of Force Majeure.
- 46.4** To be entitled to the benefit of this Section 46, a Party claiming an event of Force Majeure shall give prompt written notice to the other Party, specifying in detail the event of Force Majeure, and shall diligently proceed to correct the adverse effect of any Force Majeure. The Parties agree that, as to this Section 46, time is of the essence.

#### **47. BREACH AND TERMINATION OF AGREEMENT**

##### **47.1 TERMINATION BY EITHER PARTY FOR CAUSE**

Subject to the other provisions contained herein, either Party may terminate this Agreement if the other Party fails to perform any of its material obligations hereunder. A default by the Contractor shall include but not be limited to the following:

- 47.1.1 Refusing to comply with any lawful and material order of the Administrator.
- 47.1.2 Failing to begin work within the time specified in this Agreement.
- 47.1.3 Discontinuing operations without prior authorization from the Administrator.
- 47.1.4 Failing to resume work that has been suspended within a reasonable time, not to exceed two (2) Operating Days, after being notified to do so.
- 47.1.5 Failing to obey any Applicable Law.

- 47.1.6 Soliciting or accepting any Rates, charges or fees from Customers for the Collection, disposal, or processing of Solid Waste or Source Separated Recyclable Materials collected within the Service Area, except when such actions are explicitly authorized herein.
- 47.1.7 Failing to deliver Residential Waste, Commercial Waste, or Source Separated Recyclable Materials to a Designated Facility, in cases where this Agreement requires delivery to a Designated Facility.
- 47.1.8 Failing to pay or circumventing the payment of any Tipping Fee that the Contractor is obligated to pay to a Designated Facility pursuant to this Agreement.
- 47.1.9 Failing to comply with the procedures in the Contractor's Collection Plan.
- 47.1.10 Failing to obtain or continuously maintain insurance policies in the manner required herein.
- 47.1.11 Failing to pay, when due, any sums owed to a subcontractor for services or materials provided pursuant to this Agreement.
- 47.1.12 Failing to provide or continuously maintain the Performance Bond required pursuant to Section 54.
- 47.1.13 A Parent Corporation Guarantee provided pursuant to Section 55 is revoked.
- 47.1.14 A representation or warranty provided by the Contractor in this Agreement is or becomes inaccurate in any material respect.

Before a Party may terminate this Agreement pursuant to this Section 47.1, the non-defaulting Party shall give written notice to the other Party that a default exists which will, unless corrected, constitute an event of default on the part of the defaulting Party. The notice shall inform the defaulting Party that this Agreement shall be terminated unless the default is cured within seven (7) calendar days following the defaulting Party's receipt of the notice. If a cure cannot reasonably be effected within seven (7) days despite the exercise of due diligence, the defaulting Party may request an extension of time to cure the default. In such circumstances, the defaulting Party shall submit a written request to the non-defaulting Party, explaining in detail why the cure cannot be completed within seven (7) days. The request shall be delivered prior to the expiration of the cure period. If the defaulting Party's request is reasonable, as determined by the County Manager in cases where the defaulting Party is the Contractor, the time to cure the default shall be extended to include such additional time as is reasonably necessary to effect a cure, provided that the defaulting Party exercises continuous diligent efforts to cure the default during the extended cure period. If the defaulting Party fails to cure the default within the cure period, the non-defaulting Party may terminate this Agreement. The termination shall take effect as of the date specified by the non-defaulting Party. Upon termination, the non-defaulting Party may cure the default at the expense of the defaulting Party, and shall have recourse to any other right or remedy to which the non-defaulting Party may be entitled under this Agreement, at law, or in equity.

Notwithstanding anything else contained herein, each of the events described in Sections 47.1.15, 47.1.16, 47.1.17, and 47.1.18, below, shall constitute an event of default for which there shall be no opportunity to cure. For such events, termination shall be effective three (3) calendar days after

the non-defaulting Party gives notice to the defaulting Party or at such other time designated by the non-defaulting Party.

47.1.15 Voluntary Bankruptcy

Written admission by a Party that it is bankrupt; or filing by a Party of a voluntary petition under the Federal Bankruptcy Act; or consent by a Party to the court appointment of a receiver or trustee for all or a substantial portion of its property or business; or the making of any arrangement by a Party with, or for the benefit of, its creditors or assigning to a trustee, receiver, or similar functionary (regardless of how designated) all or a substantial portion of a Party's property or business; or by becoming insolvent.

47.1.16 Involuntary Bankruptcy

Final adjudication of a Party as bankrupt under the Federal Bankruptcy Act.

47.1.17 Public Entity Crime

The Contractor is placed on a convicted vendor list following a conviction for a public entity crime; or

47.1.18 Fraud

The Contractor commits an act or omission constituting fraud, gross negligence, misfeasance, or willful malfeasance toward the County.

## 47.2 INTERIM OPERATIONS

In the event that this Agreement is terminated before the end of any term, the Contractor shall continue its operations for an interim period of up to twelve (12) additional calendar months if requested to do so by the County. The Contractor shall be paid for its services during said interim period at the rates in effect prior to issuance of the notice of termination, subject to CPI and other applicable adjustments.

Notwithstanding anything else contained herein, the County may hire an alternate Person to provide some or all of the Collection Services in the County if the Contractor fails to provide Collection Service for a period of three (3) consecutive Operating Days. The County's interim service provider shall continue to provide Collection Service until the Contractor demonstrates to the County's satisfaction that the Contractor is able to resume work in compliance with the requirements in this Agreement. However, if the Contractor is unable for any reason to resume performance within thirty (30) calendar days, the County may terminate this Agreement, effective as of the date designated by the County. The Contractor shall reimburse the County for any and all reasonable costs incurred by the County related to or arising from the use of an alternate Person to provide Collection Service.

## 47.3 EFFECT OF TERMINATION

If this Agreement is terminated pursuant to the provisions of this Section 47, neither the County nor the Contractor shall have any further duty, right, liability, or obligation under this Agreement, except that: (a) a Party will not be relieved from liability for a breach of a warranty, obligation, or representation under this Agreement that occurred before the effective date of the termination; (b)

the County shall pay all amounts owed to the Contractor, and the Contractor shall pay all amounts owed to the County, pursuant to this Agreement, through the date of the termination; (c) the Contractor shall deliver to the County all reports concerning the Contractor's activities through the end of the month in which termination occurs; (d) at a minimum, the provisions of Sections 35.1, 35.6, 35.7, and 52 shall survive the expiration or termination of this Agreement; and (e) any term, condition, covenant, or obligation which requires performance by a Party subsequent to the termination of this Agreement shall remain enforceable against such Party subsequent to such termination.

## **48. OPERATIONS DURING DISPUTE**

If a dispute arises between the County, the Contractor, or any other Person concerning the Contractor's performance, rights, or compensation under this Agreement, the Contractor shall continue to perform its duties in strict compliance with the requirements of this Agreement, regardless of the pending dispute.

## **49. DISPUTE RESOLUTION PROCESS**

- 49.1** The County and the Contractor agree to cooperate and act in good faith at all times when dealing with each other. If a dispute arises between the Parties, the Parties shall attempt to resolve their differences quickly and informally. If they are unable to do so, they shall seek relief by following the procedures set forth below.
- 49.2** All claims, disputes and controversies arising out of or related to the performance, interpretation, application or enforcement of this Agreement, including but not limited to claims for payment and claims for breach of this Agreement, shall be referred to non-binding mediation before initiation of any adjudicative action or proceeding at law or in equity, unless it shall be unreasonable to do so or an emergency situation or necessity dictates otherwise. All applicable statutes of limitations and defenses based on the passage of time shall be tolled while the mediation process is pending. The Parties will take all reasonable measures necessary to effectuate such tolling.
- 49.3** Either Party may initiate the mediation process by delivering written notice to the other Party that sets forth with particularity the nature of the Party's claim or demand, the authority for making the claim or demand, a proposed remedy, the nature and extent of any monetary claim, and a request for mediation. The Contractor and the County shall then participate fully in the mediation process and conscientiously attempt to resolve their dispute. The mediation shall be conducted in Alachua County, Florida, in accordance with the Florida Supreme Court's mediation rules and Chapter 44, Florida Statutes, within sixty (60) days after the selection of a certified civil mediator who is mutually acceptable to the Parties. After consultation with the Parties and their counsel, the mediator shall fix a reasonable time and place in Alachua County for the mediation conference. The mediation conference shall be scheduled for no less than one full working day, and each Party and its primary counsel shall attend the mediation conference. If either a Party or its primary legal counsel fails to attend the mediation conference, that Party shall be liable for the other Party's reasonable cost of attending the mediation conference, including the mediator's fee and the other Party's attorney fees and costs. Except as provided in the preceding sentence, the Parties shall share equally the costs of mediation, including the fees of the mediator and any rental or other cost of obtaining a place for the mediation, but excluding their own expenses and attorney fees. The Parties recognize that any proposed settlement of their dispute may need to be approved by the Commission. If the Parties reach a mutually acceptable settlement of the dispute during the mediation, and the settlement is approved by the appropriate representatives of the Parties, the Parties shall memorialize the settlement in a written settlement agreement that will be binding on



both of them. Mediation discussions between Parties and opinions of the mediator are confidential and are not permitted to be relied on, referred to, or introduced as evidence in any subsequent litigation or other legal proceeding. If a dispute is not resolved pursuant to mediation within sixty (60) days after the first day of the mediation conference, either Party to the dispute may elect to resolve the dispute by initiating litigation, after providing ten (10) days' advance written notice to the other Party.

- 49.4** Notwithstanding the foregoing, if either Party terminates this Agreement for cause, the terminating Party shall have the right, in its sole discretion, to proceed directly with litigation of any claims or disputes relating to the termination for cause and may include other claims and disputes unrelated to the termination, and shall not be required to submit such claims or disputes to mediation.
- 49.5** The Parties agree that any claim filed in state or federal court concerning this Agreement shall be heard by a judge, sitting without a jury.
- 49.6** AFTER CONSULTING WITH THEIR OWN LEGAL COUNSEL, 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 AGREEMENT.

IF A PARTY REQUESTS A JURY TRIAL IN ANY CASE IN WHICH THE RIGHT TO A JURY TRIAL HAS BEEN WAIVED PURSUANT TO THIS SECTION 49.6, THAT PARTY SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS INCURRED BY THE OTHER PARTY IN OPPOSING THE REQUEST FOR A JURY TRIAL, PROVIDED: (A) THE PARTY OPPOSING THE REQUEST NOTIFIED THE OTHER PARTY IN WRITING THAT THE RIGHT TO A JURY TRIAL HAD BEEN WAIVED PURSUANT TO THIS SECTION 49.6; (B) THE PARTY REQUESTING THE JURY TRIAL FAILED TO WITHDRAW ITS REQUEST WITHIN THIRTY (30) DAYS AFTER RECEIVING SUCH NOTICE; AND (C) THE COURT RULED THAT THE REQUEST FOR A JURY TRIAL HAD BEEN WAIVED PURSUANT TO THIS SECTION 49.6. IN SUCH CASES, THE COURT SHALL AWARD REASONABLE ATTORNEYS' FEES AND COSTS TO THE PARTY OPPOSING THE JURY TRIAL.

## **50. CONTRACTOR'S OBLIGATIONS PRIOR TO TERMINATION OF THIS AGREEMENT**

### **50.1 CONTINUATION OF CONTRACTOR'S SERVICE**

The County will attempt to award a new franchise agreement to a Person at least nine (9) months prior to the expiration of this Agreement and thus help ensure that there is a smooth transition in services when this Agreement expires. If the County concludes that it will be unable to award and implement a new agreement in a timely manner, the County may extend this Agreement for up to an additional twelve (12) calendar months, subject to the terms and conditions in effect at that time. However, the Contractor may, but is not obligated to, provide its services under this Section 50.1, or Section 47.2, or both, for more than a total of twelve (12) calendar months.

### **50.2 SALE OR LEASE OF CONTRACTOR'S MECHANICAL CONTAINERS**

Upon request, the Contractor shall enter into good faith negotiations to allow the County or the County's newly selected franchise hauler to purchase, or rent for up to three (3) Operating Months, the Mechanical Containers (if any) used and owned by the Contractor in the Service Area. The

purchase price and rental fee shall be negotiated, but the purchase price shall not be greater than the fair market value.

### **50.3 SCHEDULE FOR TERMINATION OF CONTRACTOR'S SERVICE**

Prior to the termination of this Agreement, the Contractor shall work with the County to ensure that there is no interruption or reduction of service when the Contractor ends its services to the County. If a new franchise agreement is awarded to a Person other than the Contractor, the Contractor shall coordinate and cooperate with the newly selected franchise hauler, as well as the County, to minimize any disruptions in the service provided to the public. At a minimum, the Contractor shall comply with the following performance requirements and deadlines:

180 calendar days prior to expiration of Agreement	If requested, the Contractor shall provide to the Administrator and the selected franchise hauler a Mechanical Container inventory, in a format acceptable to the County that includes each container's location (street address), capacity, identification number, and Collection frequency. Thereafter, the Contractor shall not replace, exchange, or add any Contractor-owned Mechanical Container listed in the inventory, without the Administrator's approval.
150 calendar days prior to expiration of Agreement	The Contractor shall attend a coordination meeting with the selected franchise hauler and the County. At or before the coordination meeting, the Contractor shall provide the County with a list of Contractor-owned containers that may be purchased or leased by the County or the selected franchise hauler.
120 calendar days prior to expiration of Agreement	The Contractor shall work with the selected franchise hauler to develop a mutually agreeable schedule for the removal of Contractor-owned Collection Containers and placement of the selected franchise hauler's containers.
30 calendar days prior to expiration of Agreement	The Contractor shall begin to implement the schedule in cooperation with the selected franchise hauler. The Contractor shall take all steps necessary to ensure there is no interruption in the Collection Service provided to Customers.

### **50.4 COUNTY'S RIGHT TO PROCURE NEW SERVICES**

At any time, the County may issue a request for proposals, or commence negotiations with a Person other than the Contractor, or take any other step deemed necessary by the County to obtain the services of a Person who will collect Solid Waste for the County after this Agreement expires or is terminated.

## **51. DAMAGES**

### **51.1 LIABILITY**

The Contractor shall be liable for all injuries and conditions to the extent that are caused by or result from the Contractor's actions or omissions, including but not limited to the Contractor's negligence, willful misconduct, or failure to perform in accordance with the terms of this Agreement. To the extent that the County and the Contractor are found to be joint tortfeasors, losses shall be apportioned in the manner described in Section 51.2, below.

### **51.2 CONTRIBUTION**

In the event of joint negligence on the part of the County and the Contractor, or joint negligence on the part of a County Indemnified Party and the Contractor, all losses and costs shall be apportioned in accordance with the provisions of Section 768.31, Florida Statutes, the Uniform Contribution Among Tortfeasors Act, subject to the recovery limits set forth in Section 768.28, Florida Statutes.

### **51.3 DAMAGES**

The measure of damages to be paid by the Contractor to the County or by the County to the Contractor, due to any failure by the Contractor or the County to meet any of its obligations under this Agreement, shall be the actual damages incurred by the County or the Contractor. Neither Party shall have any liability under this Agreement for consequential, delay, special, indirect, or punitive damages. The foregoing shall apply without regard to either Party's rights to the Performance Bond, insurance proceeds, or other factors.

If the Contractor fails to comply with any Applicable Law, the Contractor shall promptly pay to the County the following:

- (a) All lawful fines, penalties, and forfeitures charged to the County by any judicial order or by any governmental agency responsible for the enforcement of the Applicable Law; and
- (b) The actual costs incurred by the County as a result of the Contractor's failure to comply with the Applicable Law, including any costs incurred in investigating and remedying the conditions that led to or resulted from the Contractor's failure to comply with the Applicable Law.

### **51.4 NO PERSONAL LIABILITY**

Nothing in this Agreement shall be construed as creating any personal liability on the part of any officer, employee, agent or representative of the County or the Contractor.

## **52. INDEMNIFICATION**

To the greatest extent allowed by Applicable Law, the Contractor releases and shall indemnify, hold harmless, and, if requested by the County, defend, each of the County Indemnified Parties from and against every Indemnified Loss. The obligation of the Contractor under this Section 52 is absolute and unconditional; to the extent allowed by Applicable Law and not otherwise prohibited, it is not conditioned in any way on any attempt by a County Indemnified Party to collect from an insurer any amount under a liability insurance policy, and is not subject to any set-off, defense, deduction, or counterclaim that the Contractor might have against the County Indemnified Party.

It is the intent of this Section 52 that the Contractor's indemnification obligations include all liabilities, including joint and several liability, of the Contractor, any subcontractor to the Contractor, or any subcontractor to a subcontractor of the Contractor, and anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

The County may employ any attorney of its choice or may use its in-house counsel to enforce or defend the County's right to indemnity provided by this Agreement. If a County Indemnified Party requests that the Contractor defend it with respect to any Indemnified Loss, the County Indemnified Party may participate in the defense at the Contractor's sole cost and expense. The Contractor shall advance or promptly reimburse to a County Indemnified Party any and all costs and expenses incurred by the County Indemnified Party in connection with investigating, preparing to defend, settling, or defending any legal proceeding for

which the County Indemnified Party is entitled to indemnification under this Agreement, whether or not the County Indemnified Party is a party or potential party to such proceeding.

The Contractor's obligation to indemnify, defend, and pay for the defense, or at the County's option, to participate and associate with the Contractor in the defense and trial of any claim and related settlement negotiations, shall be triggered by the County's notice of claim for indemnification. The Contractor's inability to evaluate liability or its evaluation of liability shall not excuse the Contractor's duty to defend and indemnify within seven (7) calendar days after receiving such notice from the County. Only an adjudication or final judgment after the highest appeal is exhausted, specifically finding the County solely negligent, shall excuse performance of the Contractor's obligations under this Section 52.

### **53. CONTRACTOR'S INSURANCE**

The Contractor shall maintain, on a primary basis and at its sole expense, at all times on and after the Commercial Commencement Date until this Agreement expires or is terminated, policies of insurance that insure the Contractor against any and all claims, demands, or causes of action for injuries received or damages to people or property relating to the Contractor's negligent acts, and errors and omissions under this Agreement. At a minimum, the Contractor shall maintain at all times the following insurance coverage, with the limits and endorsements described herein. The requirements contained herein, as well as the County's review of and comments concerning the insurance maintained by the Contractor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Agreement.

#### **53.1 COMMERCIAL GENERAL LIABILITY**

The Contractor shall maintain Commercial General Liability with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/\$2,000,000
Products – Completed Operations	\$2,000,000
Personal and Adv. Injury	\$1,000,000
Fire Damage	\$ 50,000
Contractual Liability	Included

The General Liability insurance form shall be no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent, without restrictive endorsements. Coverage shall not contain any endorsement(s) excluding nor limiting Products/Completed Operations, Contractual Liability or Cross Liability any further than the restrictions included in the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) or equivalent. The coverage shall include: (1) Bodily Injury and Property Damage; (2) Premises and Operations; (3) Independent Contractors; (4) Products and Completed Operations; (5) Broad Form or equivalent Contractual Coverage applicable to the Agreement and consistent with the indemnification and hold harmless provisions in the Agreement; (6) Broad Form or equivalent Property Damage Coverage; and (7) Personal Injury Coverage with employment and contractual exclusions removed and deleted.

#### **53.2 BUSINESS AUTOMOBILE LIABILITY**

The Contractor shall maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Combined Single Limit / Each Accident. Coverage shall include liability for Owned, Non-Owned & Hired automobiles.

### **53.3 POLLUTION LIABILITY**

The Contractor shall maintain Pollution Legal Liability and Remediation Insurance at a minimum limit of liability not less than \$2,000,000 Each Occurrence / \$2,000,000 Aggregate including all sudden and non-sudden events. The policy shall be maintained for a minimum of three (3) years following the expiration or termination of the Agreement.

### **53.4 UMBRELLA OR EXCESS LIABILITY**

The Contractor shall provide an Umbrella or Excess Liability policy with coverage in the amount of \$5,000,000. The Contractor may utilize the Umbrella or Excess Liability policy to meet the aggregate limit requirements of any underlying liability policy. The Contractor shall endorse the County as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "True Following-Form" basis. This liability may be satisfied by the Umbrella Liability form, and the limit may be satisfied by multiple layers of coverage.

### **53.5 WORKERS' COMPENSATION INSURANCE & EMPLOYERS' LIABILITY**

The Contractor shall maintain Workers' Compensation Insurance & Employers' Liability in accordance with Chapter 440, Florida Statutes. The Contractor shall maintain Employers' Liability Limits not less than \$1,000,000 Each Accident, \$1,000,000 Disease Each Employee, and \$1,000,000 Disease Policy Limit.

### **53.6 ADDITIONAL INSURED ENDORSEMENTS**

The Contractor shall endorse its insurance with the County as an Additional Insured as follows: (1) for the Commercial General Liability, the Contractor shall endorse the County with the CG 2010 07 04 or CG 2010 04 13 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement; (2) for the Business Automobile Liability, the Contractor shall endorse the County with a CA 2048 – Designated Insured, or similar endorsement; (3) for the Pollution Liability, the Contractor shall endorse the County with the standard Additional Insured endorsement filed by the insurer for use in the State of Florida; and (4) for the Excess Liability, the Contractor shall endorse the County as an "Additional Insured" on the Umbrella or Excess Liability, unless the policy provides coverage to the underlying policies on a "True Following-Form" basis. The Additional Insured shall read "County of Alachua, a municipal corporation of the State of Florida, and the Commission," for all endorsements. These endorsements shall specifically state that the coverage afforded by the endorsement shall be provided on a primary and non-contributory basis. This primary and non-contributory language can be included in the additional insured endorsement, can be provided in a separate stand-alone endorsement, or this language can be included in the actual liability coverage form for the line of insurance coverage that is being presented to the County. A copy of any endorsement issued to extend coverage to the County must be provided when evidencing insurance to the County.

### **53.7 WAIVER OF SUBROGATION**

The Contractor shall endorse the Commercial General Liability with a Waiver of Subrogation endorsement GC 2404 A 05 09 Waiver of Transfer of Rights of Recovery Against Other to Us, or similar endorsement providing equal or broader Waiver of Subrogation, as well as a Waiver of Subrogation for every other required policy herein in favor of the County for each required policy

providing coverage during the entire term of this Agreement. When required by the insurer, or should a policy condition not permit the Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, the Contractor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition specifically prohibiting such an endorsement, or voids coverage should the Contractor enter into such an agreement on a pre-loss basis. A copy of any endorsement issued to extend coverage to the County must be provided when evidencing insurance to the County.

### **53.8 CERTIFICATE(S) OF INSURANCE**

Within ten (10) days after the Effective Date, the Contractor shall provide the County with a Certificate of Insurance evidencing that all coverages, limits, and endorsements required herein are maintained and in full force and effect. Said Certificate of Insurance shall provide a minimum of thirty (30) days prior written notice to the County of any cancellation or non-renewal of coverage. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, the Contractor shall provide notice to the County within five (5) Operating Days, and the notice shall include a copy of the non-renewal or cancellation notice or a written statement specifically identifying the coverage that is no longer in compliance. The Certificate of Insurance shall identify the County's RFP and this Agreement in the Certificate.

The Certificate of Insurance shall be provided to the County Attorney's Office, at the address provided in Section 73, below. Copies shall be provided to the Administrator and the County's Risk Management Division at the same address. The Contractor shall submit updated copies of the Certificates of Insurance to the County Attorney's Office and the County's Risk Management Division within ten (10) days after the Contractor receives a renewed or revised Certificate of Insurance. The Contractor shall ensure that all such certificates comply with the requirements herein.

### **53.9 DEDUCTIBLES, SELF-INSURED RETENTIONS, AND SUPPLEMENTAL COVERAGE**

The Contractor shall be solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention. When a self-insured retention or deductible exceeds Two Hundred Fifty Thousand Dollars (\$250,000) for any of the foregoing required policies, the County reserves the right, but not the obligation, to review and request a copy of the Contractor's most recent annual report or audited financial statements to determine the reasonableness of the retention levels, based on the financial capacity of the Contractor. At the County's option, the Contractor may be required to reduce the self-insured retentions, or the Contractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money that may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the Contractor and any subcontractor providing the insurance.

For policies written on a "Claims-Made" basis, the Contractor shall maintain a Retroactive Date prior to or equal to the Effective Date of this Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggers the right to purchase a Supplemental Extended Reporting Period (SERP) coverage during the term of this Agreement, the Contractor agrees to purchase a SERP with a minimum reporting period not

less than two (2) years. The requirement to purchase a SERP shall not relieve the Contractor of the obligation to provide replacement coverage.

#### **53.10 RIGHT TO REVISE OR REJECT**

The County reserves the right, but not the obligation, to reject any insurance policy that fails to meet the criteria stated herein. Additionally, the County reserves the right, but not the obligation, to review or reject any insurer providing coverage due to its poor financial condition or failure to operate in compliance with Applicable Laws. Neither the County's approval of any insurance provided by the Contractor or a subcontractor, nor the County's failure to disapprove such insurance, shall relieve the Contractor or a subcontractor of any part or all of its responsibility for any liability, damages, or accidents, as set forth herein.

#### **53.11 MINIMUM REQUIREMENTS FOR INSURANCE COMPANIES**

All of the insurance provided by the Contractor pursuant to this Agreement shall be issued by an insurance company or companies licensed or approved to do business in the State of Florida with a Financial Stability Rating of "A" or better based on the most recent edition of A.M. Best's Insurance Guide. Additionally, the Financial Category Size must be "VIII" or greater.

#### **53.12 OTHER INSURANCE REQUIREMENTS**

At its option, the County may allow the Contractor to be self-insured for one or more lines of coverage. In such circumstances, the Contractor shall be required to demonstrate to the satisfaction of the County that the Contractor has adequate financial resources to defend and cover all claims in the amounts and categories required by the County. The Contractor shall be responsible for all of its subcontractors (if any) and their insurance.

### **54. PERFORMANCE BOND**

The Contractor shall furnish to the County an irrevocable, annually renewable, Performance Bond for the faithful performance of this Agreement and all of the Contractor's obligations hereunder. The Contractor shall furnish the Performance Bond to the County Attorney at least five (5) calendar days before the Effective Date. The Performance Bond initially shall be in the amount of Five Hundred Thousand Dollars (\$500,000). On or before October 1, 2026 and each October 1st thereafter, the amount of the Performance Bond shall be increased to One Million Five Hundred Thousand Dollars (\$1,500,000) or one-third of the Contractor's gross annual revenue under this Agreement, whichever is greater. The form and content of the Performance Bond shall be substantially the same as the draft bond in Exhibit 8, and shall be subject to the approval of the County Attorney. The Performance Bond shall be issued by a surety company that is licensed to do business in the State of Florida and that is acceptable to the County. At a minimum, the surety company shall be rated "A" or better as to management and "FSC X" or better as to strength by Best's Insurance Guide or Surety, and shall be listed on the U.S. Treasury Department's list of acceptable sureties for federal bonds. The Surety shall have been in business and have a record of successful and continuous operation for at least five years. The Performance Bond shall: (a) contain any provisions required by Applicable Law; (b) guarantee the performance of the Agreement; and (c) not be canceled or altered without at least thirty (30) calendar days' prior notice to the County.

Maintenance of the Performance Bond and the performance by the Contractor of all of the obligations under this Section 54 shall not relieve the Contractor of liability under the default and termination provisions set forth in this Agreement or from any other liability resulting from any breach of this Agreement. The Performance Bond may be "called" (drawn upon) and used if there is any uncured default or breach of this

Agreement by the Contractor. Calling or drawing upon the Performance Bond shall not restrict or preclude the use of any other remedies available to the County against the Contractor for breach, default, or damages.

In the event of a strike of the employees of the Contractor or any other labor dispute which makes performance of this Agreement by the Contractor substantially impossible, the County shall have the right to call the Performance Bond three (3) days after giving notice to the Contractor. In such cases, the County shall have the right to engage another Person to provide necessary Collection Services.

## **55. PARENT CORPORATION GUARANTEE**

At least five (5) days before the Effective Date, the Contractor shall provide the County with a corporate guarantee from the Contractor's parent company ("Guarantor"), wherein the Guarantor shall guarantee the performance of the Contractor's obligations under this Agreement. The form and content of the corporate guarantee shall be substantially the same as the draft guarantee in Exhibit 7 and shall be subject to the County Attorney's approval. The corporate guarantee must be executed by a duly authorized representative of the Contractor's parent company (i.e., the corporate entity that is at the top of any chart showing the Contractor's corporate organization).

## **56. ASSIGNMENT OF AGREEMENT**

- 56.1** No assignment of this Agreement or any right or responsibility occurring under this Agreement, shall be made in whole or in part by the Contractor without the express written consent of the County. The County shall have the right to approve any proposed or actual assignment by the Contractor, subject to the conditions in Section 33.4, above. The County's consent to an assignment shall not be unreasonably withheld. Any assignment of this Agreement made by the Contractor without the express written consent of the County shall be null and void and shall be grounds for the County to declare a default of this Agreement.
- 56.2** In the event that the County's consent to any proposed assignment is denied, the Contractor shall continue to provide all of the services required herein for the remainder of the term.
- 56.3** If any assignment is approved by the County, the assignee shall fully assume all of the obligations, duties, and liabilities of the Contractor.
- 56.4** The requirements of this Section 56 shall include, but not be limited to cases where the Contractor hires a subcontractor to undertake any of the Contractor's obligations to provide Collection Services under this Agreement, unless (a) the specific subcontractor was identified by the Contractor in its response to the County's RFP or (b) the Administrator provides advance written approval of the subcontractor.

## **57. TRANSFER OF AGREEMENT**

A transfer of this Agreement shall be effective only after approval by the County. A transfer includes but is not limited to a one-time event that results in a transfer of twenty-five percent (25%) or more of the ownership or controlling interests of the Contractor, or a series of changes that result in a cumulative change of fifty percent (50%) or more of the ownership or controlling interests of the Contractor, and any other event that results in a material change in the ownership or control of the Contractor, whether accomplished by a sale of assets or other means. Any transaction that results in the Contractor or its assets being purchased by or merged with another Person shall constitute a transfer of this Agreement, which is subject to the County's approval. An application to transfer this Agreement shall be submitted jointly by the proposed



transferor and transferee, and shall contain the same type of information about the transferee that was provided by the Contractor before the County granted this franchise. At a minimum, the proposed transferee shall (a) verify in writing that it will comply with all of the requirements in this Agreement and (b) demonstrate that it has the financial resources, expertise, personnel, equipment and other capabilities necessary to do so. The application shall be accompanied by a non-refundable application fee in the amount of Five Thousand Dollars (\$5,000.00). The Commission may grant or deny the application for transfer, or grant the application with conditions, or deny the application, subject to the provisions in Section 33.4. Among other things, the Commission's approval may be subject to conditions requiring an increase in the amount of the Performance Bond, an increase in the levels and types of insurance coverage, the submittal of a Parent Corporation Guarantee by the parent of the proposed transferee, and other safeguards designed to ensure that the County's work will be completed in compliance with the requirements in this Agreement. In the event that the Commission's consent to the transfer is denied, the Contractor shall continue to provide all of the services required herein for the remainder of the term of this Agreement.

Notwithstanding the other provisions in Section 56 and Section 57 of this Agreement, the County shall cooperate with the Contractor in the event that a strike, lockout, or similar labor dispute results in the Contractor's use of a subcontractor to provide the Collection Services required under this Agreement. In such circumstances, the provisions of Section 56 and Section 57 shall be waived by the County for a period not to exceed ninety (90) days.

## **58. SUBSEQUENT COUNTY ORDINANCES**

Nothing contained in any County ordinance hereafter adopted shall be construed to affect, change, modify or otherwise alter the duties, responsibilities, and operations of the Contractor under this Agreement, unless it is agreed to in writing by both the Contractor and the County and this Agreement is amended accordingly.

## **59. AMENDMENTS TO THE AGREEMENT**

### **59.1 GENERAL REQUIREMENTS**

This Agreement constitutes the entire Agreement and understanding between the Parties hereto. This Agreement shall not be considered modified, altered, changed or amended in any respect unless the Agreement is amended in writing and the amendment is signed by the Contractor and the Commission or its designee.

### **59.2 AMENDMENTS DUE TO CHANGES IN LAW**

The County and the Contractor understand and agree that changes in the Applicable Laws may require amendments to some of the conditions or obligations of this Agreement. In the event any future change in any Applicable Law materially alters the obligations of the Contractor or the County, then the provisions and Rates in this Agreement may need to be modified. The County and the Contractor agree to enter into good faith negotiations regarding amendments to this Agreement, which may be required in order to implement changes for the public welfare or due to a Change in Law. Section 38.4, above, shall govern any adjustment to the Rates that results from a Change in Law.

### **59.3 AMENDMENTS TO SUPPORT COUNTY PROGRAMS**

The County is continually looking for ways to improve its Recycling and Solid Waste management systems. For this reason, in the future the County may request changes in this Agreement relative to the scope and method of providing Collection Service, when the County deems such changes to be necessary and desirable for the public welfare. The Contractor wishes to be a partner with the

County in implementing the County's plans for improving the Parties' activities under this Agreement. Accordingly, the Administrator shall give the Contractor written notice of any proposed changes to this Agreement and shall provide an opportunity for the Contractor to be heard concerning any relevant matters. In all cases involving changes to this Agreement, the County and Contractor shall enter into good faith negotiations to modify this Agreement and the Rates, as necessary, in a manner that is mutually acceptable. The scope and method of providing Collection Service, as referenced herein, shall be liberally construed to include all procedures, operations, and obligations of the Contractor.

As part of these collaborative efforts, the County also may wish to test or implement new, innovative, or different waste diversion or waste reduction programs. For example, the County may wish to expand its Recycling program or implement pilot projects for the Collection of food waste, household hazardous waste, or Electronic Equipment. The County and the Contractor shall work together to implement the County's plans in a mutually acceptable manner. However, if the County and the Contractor are unable to agree upon the terms, conditions, and Rates that will govern the Contractor's work on such programs or projects, the County shall have the right to procure the necessary services from other Persons, without increasing the Contractor's Rates or other compensation, notwithstanding the Contractor's exclusive franchise and other rights under this Agreement.

## **60. WAIVER OF RIGHTS**

### **60.1 WAIVER IN GENERAL**

No delay or failure to exercise a right under this Agreement shall impair such right or be construed to be a waiver thereof, but such right may be exercised from time to time and as often as deemed expedient. The failure of the County or the Contractor at any time to require performance by the other Party of any term in this Agreement shall in no way affect the right of the County or the Contractor thereafter to enforce same. Nor shall waiver by the County or the Contractor of any breach of any term of this Agreement be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. 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 Agreement.

### **60.2 WAIVER OF FLOW CONTROL CLAIMS**

The Contractor has voluntarily entered into this Agreement for the purpose of enjoying the economic and other benefits conferred upon the Contractor by this Agreement. To ensure that the County also enjoys the benefits of this Agreement, the Contractor hereby knowingly, voluntarily, and permanently waives its right to challenge, contest, or invalidate the provisions in this Agreement that require the Contractor to use a Designated Facility for the disposal or processing of Solid Waste or Recyclable Materials collected by the Contractor under this Agreement. This waiver includes but is not limited to any claim that this Agreement implements an inappropriate form of Solid Waste "flow control", regardless of whether the claim is based on local, state, or federal law, or the Florida or U.S. Constitution, or any other grounds, and regardless of whether the claim seeks damages, injunctive relief, or other remedies at law or in equity.

## **61. GOVERNING LAW, VENUE AND ATTORNEY'S FEES**

The laws of the State of Florida shall govern the rights, obligations, duties and liabilities of the parties to

this Agreement and shall govern the interpretation of this Agreement. Any and all legal or equitable actions necessary to enforce this Agreement shall be held and maintained solely in the state and federal courts in and for Alachua County, Florida. Venue shall lie exclusively in Alachua County. In any legal or other proceeding to interpret, apply, or enforce the terms of this Agreement, each Party shall pay its own legal fees and all associated costs, except as otherwise provided in Sections 49.3 and 49.6, above.

## **62. COMPLIANCE WITH LAWS AND REGULATIONS**

The Contractor shall at all times comply with all Applicable Laws now in effect or hereafter enacted, which are applicable in any way to the Contractor, its officers, employees, agents, or subcontractors.

## **63. PERMITS AND LICENSES**

The Contractor, at its sole cost and expense, shall obtain and maintain throughout the term of this Agreement all permits, licenses and approvals necessary or required for the Contractor to perform the work and services described herein.

## **64. EQUAL OPPORTUNITY EMPLOYMENT**

The Contractor agrees that it shall not discriminate against any employee or applicant for employment for work under this Agreement because of handicap, race, color, religion, sex, age, or national origin and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment by the Contractor without regard to race, color, creed, religion, sex, gender identity or expression, sexual orientation, age, national origin, ancestry, disability, medical condition, or any other characteristic protected under federal or state law. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Contractor shall furnish the County with a copy of its non-discrimination and equal employment opportunity policy, upon request.

## **65. AGREEMENT DOCUMENTS**

This Agreement and the following documents comprise the entire Agreement between the County and the Contractor. The following documents are attached to this Agreement and they are incorporated in this Agreement by this reference:

Exhibit 1 through Exhibit 12

After the Effective Date, the Agreement shall be supplemented with the following:

- Performance Bonds
- Insurance Certificates
- Any amendments to this Agreement that are approved by the Commission and the Contractor

There are no Agreement documents other than those listed above. In the event of a conflict between this Agreement and the provisions of any exhibit, the provisions of this Agreement shall control when interpreting or applying this Agreement.

## **66. ALL PRIOR AGREEMENTS SUPERSEDED**

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained in this Agreement. The Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained herein. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written.

This Agreement shall govern the Parties' relationship, regardless of anything contained in the County's RFP or the Contractor's response to the RFP. Nonetheless, in the event that an order of precedence is needed, it shall be this Agreement, the County's RFP, and then the Contractor's response to the RFP.

## **67. CONSTRUCTION OF AGREEMENT**

The following rules shall govern the interpretation and construction of this Agreement:

- (a) The words "include" and "including" shall not be construed to be terms of limitation. References to included matters or items will be regarded as illustrative and will not be interpreted as a limitation on, or an exclusive listing of, the matters or items referred to.
- (b) Whenever the context requires, the singular form of a word includes the plural and the plural includes the singular. The gender of any pronoun includes the other genders.
- (c) Both parties are represented by legal counsel and they waive any rule of law that would require any vague or ambiguous provision herein to be construed against the Party that physically prepared this Agreement. The rule sometimes referred to as "Fortius Contra Proferentum" shall not be applied to the interpretation of this Agreement.
- (d) The words "shall" and "must" are used when referring to mandatory duties and obligations. The word "may" is permissive.
- (e) The word "Section" refers to the sections in this Agreement, unless the context clearly indicates otherwise (e.g., citations to sections of the Florida Statutes).
- (f) The word "herein" refers to the provisions in this Agreement.
- (g) All citations to the Florida Statutes refer to the statutes in existence on the Effective Date - i.e., Florida Statutes (2022).
- (h) Headings in this Agreement are for convenience of reference only and shall not be considered when interpreting this Agreement.
- (i) The Recitals set forth above are true, correct, and incorporated herein.

## **68. SURVIVABILITY**

Any term, condition, covenant, or obligation which requires performance by a Party subsequent to termination of this Agreement shall remain enforceable against such Party subsequent to such termination.

## **69. SEVERABILITY**

The definitions and provisions contained in this Agreement shall not be construed to require the County or the Contractor to take any action that is contrary to any local, state or federal law. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect. This Agreement shall be construed as if such invalid, illegal, void or unenforceable provision had never been contained herein.

## **70. FAIR DEALING**

The Contractor declares and warrants that the Contractor enters into this Agreement without reliance on or engaging in any collusion, bribery or fraud, that all of the Contractor's representations in this Agreement are made fairly and in good faith, and that no Commission member, County officer, or County employee, directly or indirectly owns more than five percent (5%) of the total assets or capital stock of the Contractor, nor will any such Person directly or indirectly benefit by more than five percent (5%) from the profits or emoluments of this Agreement, nor has the Contractor provided any gift to any such Person or their family. The Contractor warrants that it has not employed or retained any company or Person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and the Contractor has not paid or agreed to pay any Person, other than a bona fide employee working solely for the Contractor, any fee, percentage, gift or any other compensation contingent upon or resulting from the award or making of this Agreement.

## **71. SOVEREIGN IMMUNITY AND LIMITATIONS ON THIRD PARTY LAWSUITS**

Nothing in this Agreement shall be interpreted or construed to mean that the County waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statutes. Nothing in this Agreement shall constitute the County's consent to be sued by any third party in any matter arising out of or related to this Agreement.

## **72. REMEDIES NOT EXCLUSIVE**

To the greatest extent allowed by law, the remedies specified in this Agreement shall supplement, and not be in lieu of, any other remedies provided at law or in equity. The payment of any administrative charges by the Contractor shall not constitute a defense for the Contractor, nor an election of remedies by the County, nor serve as the basis for a claim of estoppel against the County, nor prevent the County from terminating this Agreement. The County's decision to refrain from assessing administrative charges, or suspending or terminating this Agreement, or seeking any other relief from any failure in the Contractor's performance, shall not constitute a waiver of the County's right to pursue any other remedy or a waiver of its right to pursue a remedy for any future failure by the Contractor. No remedy conferred by this Agreement is intended to be exclusive of any other remedy. Each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any Party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

### **73. NOTICES TO PARTIES**

All notices, requests, authorizations, approvals, protests, and petitions provided for herein shall be in writing. Except as provided in Section 44.4, above, such documents shall be addressed as shown below and either (a) hand delivered or (b) mailed by registered or certified mail (postage prepaid), return receipt requested. The documents shall be deemed to have been duly delivered when personally delivered, or when delivered by U.S. Mail or courier service, as shown by the return receipt. The Contractor and the County designate the following as the appropriate people and places for delivering notices and other documents:

As to County:	County Manager Alachua County 12 SE 1st Street Gainesville, Florida 32601 Telephone: (352) 374-5204 Facsimile: (352) 338-7363
Copies to:	County Attorney Alachua County 12 SE 1st Street Gainesville, Florida 32601 Telephone: (352) 374-5218 Facsimile: (352) 374-5216
As to Contractor:	GFL Solid Waste Southeast LLC 5002 SW 41 <sup>st</sup> Blvd. Gainesville, FL 32608 Telephone: (352) 377-0800
Copy to:	GFL Solid Waste Southeast LLC 5002 SW 41 <sup>st</sup> Blvd. Gainesville, FL 32608 Telephone: (352) 377-0800

Both parties reserve the right to designate different representatives in the future, and to change the addresses for notice, by providing written notice to the other Party of such change.

### **74. NO THIRD PARTY BENEFICIARIES**

THIS AGREEMENT ONLY PROVIDES RIGHTS AND REMEDIES FOR THE COUNTY AND THE CONTRACTOR. NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN, THIS AGREEMENT DOES NOT PROVIDE ANY RIGHTS OR REMEDIES FOR ANY OTHER PERSON. THERE ARE NO THIRD PARTY BENEFICIARIES UNDER THIS AGREEMENT.

## **75. REDUCING CONTAMINATION OF RECYCLABLE MATERIALS**

If the Contractor's employees see that a Curbside Customer's Recycling Bin contains Contaminated Recyclable Material, the Contractor's employees shall (a) place a warning notice or educational materials on the Recycling Container to encourage the Customer to "recycle right" and (b) leave the Contaminated Recyclable Material on the Customer's Premises. The same procedure shall be followed if the Contractor's employee sees that a Recycling Cart contains Contaminated Recyclable Material before the employee unloads the cart into a Collection vehicle. Further, the same procedure shall be followed if the Contractor's driver sees that a Mechanical Container contains Contaminated Recyclable Material before the Mechanical Container is unloaded into the Contractor's vehicle. In all of these cases, the Contractor shall leave a Non-Collection Notice on the Recycling Container and the Contractor shall leave the Contaminated Recyclable Material at the Customer's Premises. However, nothing contained in this Agreement requires the Contractor to look into a Recycling Cart or otherwise inspect the contents of a Mechanical Container before the Contractor collects the contents of that Recycling Cart or Mechanical Container. When the Contractor leaves Contaminated Recyclable Material at Curbside, the Contractor shall notify the Administrator. The Contractor's notice shall include photographs of Contaminated Recyclable Material. The Contractor's notice shall be provided to the Administrator before the end of the Operating Day.

The Administrator shall have the exclusive authority to resolve any dispute as to whether the contents of a Recycling Container or Load constitute Contaminated Recyclable Material. The Administrator's determination may be based on any visual inspection or measurement that the Administrator deems sufficient, including a visual inspection of photographs of the container's contents.

The Contractor shall coordinate with the Administrator concerning the content of any Non-Collection Notices and educational materials used pursuant to this Section 75.

## **76. MANAGEMENT OF CONTAMINATED RECYCLABLE MATERIAL**

Pursuant to Section 403.706, Florida Statutes, the County is adopting a definition of Contaminated Recyclable Material that is appropriate for the local community. The County's definition of Contaminated Recyclable Material is contained in Section 1.25, above. The County plans to reduce the amount of Contaminated Recyclable Material being collected in the County primarily by (a) using Recycling Bins and a "dual stream" method of collecting Recyclable Materials and (b) implementing public education and outreach programs. The Contractor will assist the County in this effort by providing educational notices pursuant to Sections 36 and 75 above, and by providing technical and educational services pursuant to Section 8.3, above. Section 75, above, describes the basic procedures that the Contractor shall use for identifying, documenting, managing, and rejecting Contaminated Recyclable Material. Collectively, Sections 8.3, 36, and 75 describe the educational and enforcement measures that the Contractor is responsible for implementing when providing Collection Services under this Agreement. Leaving the Contaminated Recyclable Material in the Recycling Container at curbside is the Contractor's primary remedy when the Contractor discovers Contaminated Recyclable Materials in a Recycling Container. In addition, the Contractor shall report to the Administrator pursuant to Sections 17.5, above, if a Customer repeatedly Sets Out Contaminated Recyclable Material for Collection. The County is responsible for implementing educational and enforcement programs, as the County deems appropriate in light of its funding and other constraints, and thus promoting proper Recycling techniques. Subject to its budgetary and other constraints, the County intends to explore potential outreach and messaging campaigns, enforcement mechanisms, and other measures that will encourage Customers to "recycle right." The

County shall have the exclusive authority to determine whether the County will adopt or implement any specific program or course of action.

## **77. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES**

The Contractor represents and warrants to the County that:

- (a) The Contractor is a corporation existing in good standing under the laws of the state of its formation, is in good standing under the laws of the State of Florida, and is duly qualified to do business wherever necessary to carry on the business and operations contemplated by this Agreement.
- (b) The Contractor has the requisite power, authority, and legal right to enter into and perform its obligations under this Agreement and possesses all orders, permits, consents, licenses, approvals, franchises, certificates, registrations, and other authorizations from third parties and governmental authorities that are necessary to conduct its current business and to satisfy its duties and obligations under this Agreement.
- (c) This 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, except to the extent its enforceability is limited by (1) the application of general principles of equity and by bankruptcy, insolvency, moratorium, debtor relief, and similar laws of general application affecting the enforcement of creditor rights and debtor obligations, and (2) public policy limitations on the enforceability of indemnification provisions.
- (d) The execution, delivery, and performance of this Agreement by the Contractor: (1) have been duly authorized; (2) do not require the approval of any governmental officer or body, other than those permits or approvals contemplated to be obtained after the Effective Date; (3) have been duly authorized by all requisite action of the Contractor, and no other proceedings on the part of the Contractor, its officers, partners or Administrators are necessary to authorize this Agreement or to perform the duties and obligations of the Contractor contemplated by it; (4) will not violate any law applicable to the Contractor or its property or any provisions of the Contractor's articles of incorporation, by-laws, articles of organization or operating agreement; (5) do not constitute a default under or result in the creation of, any lien, charge, encumbrance, or security interest upon any assets of the Contractor under any agreement or instrument to which the Contractor is a party or by which the Contractor or its assets may be bound or affected in any manner that prohibits or otherwise adversely affects the Contractor's ability to perform its obligations under this Agreement; and (6) do not and will not violate any copyrights, patents, or other intellectual or proprietary rights of any Person.
- (e) To the best of the Contractor's information and belief, there is no action, suit, or proceeding, at law or in equity, before or by any court or governmental authority pending against the Contractor, in which an unfavorable decision, ruling, or finding would materially and adversely affect the performance by the Contractor of its obligations under this Agreement, or that in any way would adversely affect the validity or enforceability of



this Agreement, or any other agreement or instrument entered into by the Contractor or any of its affiliates in connection with this Agreement.

- (f) The Contractor did not engage, directly or indirectly, in any collusion, bribery, deception, or fraud in connection with its efforts to procure the work awarded under this Agreement.
- (g) None of the agents, members, Administrators, partners, officers, directors, employees, or executives 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.
- (h) The personnel employed by the Contractor have the proper skill, licenses, training, background, knowledge, experience, authorizations, integrity, and character necessary to perform the Contractor's obligations in accordance with this Agreement.
- (i) No County employee received or will receive, directly or indirectly, any benefit, interest, or profit out of the procurement process that resulted in the award of this Agreement or in connection with this Agreement or the services to be provided pursuant to this Agreement, and no County employee has or will have any direct or indirect financial interest in the award of this Agreement or any of the services to be provided pursuant to this Agreement.
- (j) The Contractor acknowledges that Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy List, or the other lists identified therein. The Contractor certifies, represents, and warrants to the County that the Contractor is not on any of those lists. The Contractor acknowledges and agrees that, pursuant to Section 287.135, Florida Statutes, the County may terminate this Agreement and civil penalties may be assessed against the Contractor if the Contractor is found to have submitted a false certification concerning these matters.
- (k) The Contractor has registered with the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of the Contractor's newly hired employees. The Contractor's subcontractors do not employ, contract with, or subcontract with unauthorized aliens.


[The remainder of this page is intentionally blank]

IN WITNESS WHEREOF, the Parties have made and executed this Agreement, as attested to by the signature of their duly authorized officers or representatives and their official seals affixed hereon, the day and year first above written.

ALACHUA COUNTY, by and through  
its County Commission


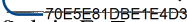
Attest:

  
\_\_\_\_\_  
J.K. "Jess" Irby, County Clerk

By:   
\_\_\_\_\_  
Anna Prizzia, Chair

\_\_\_\_ day of \_\_\_\_\_, 2023

Approved as to legal sufficiency

DocuSigned by:  
  
By:   
\_\_\_\_\_  
Sylvia E. Torres, County Attorney  
6/28/2023  
\_\_\_\_ day of \_\_\_\_\_, 2023

## WITNESSES:

F.K. Redding Jr  
Signature

F.K. Redding Jr  
Printed Name

23 day of May, 2023

Michael Canciamille  
Signature

Michael Canciamille  
Printed Name

23 day of MAY, 2023

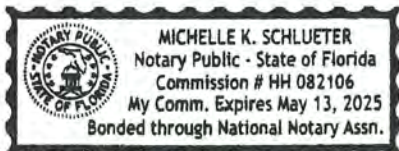
## ATTEST:

Asst. Michelle Bachluter  
SECRETARY

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF St John

The foregoing Exclusive Franchise Agreement was acknowledged before me, an officer duly authorized by law to administer oaths and take acknowledgments, by means of ☒ physical presence or ☐ online notarization, this 23 day of May, 2023 by Todd Strong, as RVP [title] of GFL Solid Waste Southeast, LLC [Contractor], a corporation authorized to do business in the State of Florida, and who executed the foregoing Agreement as the proper official of GFL Solid Waste Southeast, LLC [Contractor] for the uses and purposes mentioned in it, and that the instrument is the act and deed of that corporation. He/She is ☒ personally known to me or ☐ has produced \_\_\_\_\_ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the state and County aforesaid on this 23rd day of May, 2023.



My Commission Expires.

May 13, 2025

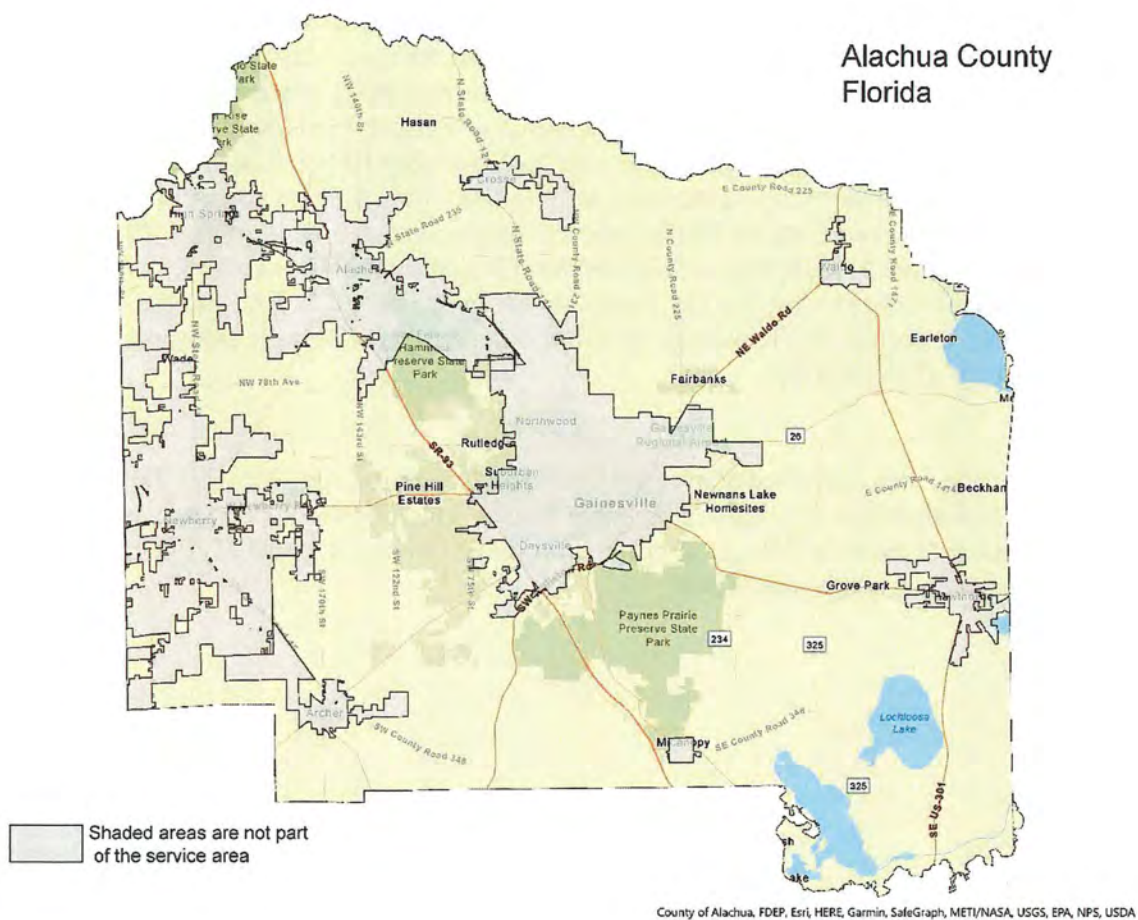
## CONTRACTOR

By: Todd Strong

Todd Strong Regional Vice President  
Printed Name and Title

23 day of May, 2023

Michelle K. Schlueter  
NOTARY PUBLIC



## EXHIBIT 2

### **DESCRIPTION OF UNIVERSAL COLLECTION AREA**

The following is a description of the property in the Universal Collection 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 Universal Collection Area includes the subdivisions and contiguous areas that are listed in the table below. The following table also identifies the volume number or letter, and the page number(s), in the Official Records of Alachua County for the recording of the subdivision's plat.

34-p. 23	Amariah Park
25-p. 91-94	Arbor Greens Phase 1, Unit 1
29-p. 80	Arbor Greens Phase 2, Unit 1
32-p. 91	Arbor Greens Phase 2, Unit 2
36-p. 60	Arbor Greens Phase 2, Unit 3
TBD	Arbor Greens, Phase 2, Unit 4
25-p. 24-26	Belmont Cluster Phase I
26-p. 81-82	Belmont Cluster Development Phase II
28-p. 1-2	Belmont Cluster Development Phase III
M-95	Blues Creek Unit 1
O-34	Blues Creek Unit 2
S-p. 77	Blues Creek Unit 2 Replat of Lot 13
26-p. 18	Bristol Oaks Rural Ag. Subdivision
26-p. 14-16	Caraway
29-p. 22	Caraway Replat of Lot 9
24-p. 33	Carollton
24-p. 23-25	Charleston Phase I
24-p. 21-22	Charleston Phase II
24-p. 64	Dalton Pines
25-p. 20	Dalton Pines Replat of Lots 1,3,4, & 7
25-p. 50	Eden's Crossing (DL Clinch Grant)
I-97	Edge Cliff
I-87	Farms of Kanapaha
25-p. 27	Farms of Kanapaha Replat of Lots 17,18, & 20
27-p. 25	Farms of Kanapaha Replat of Lot 30
28-p. 66	Farms of Kanapaha Replat of Lot 33
28-p. 75	Farms of Kanapaha Replat of Lot 52
R-41	Foxboro at Wyngate
T-55	Foxboro at Wyngate Replat of Lot 11
M-86	Gator Get-away
T-45-46	Gator Get-away Replat Common Area
33-p. 8	Gator Get-away Replat of Lot 4
H-70	Grassy Lake Estates
J-50	Hammock Ridge Unit 1
28-p. 43	Hammock Ridge Unit 1 Replat Lot 8 Blk. C
O-6, 7	Hammock Ridge, Unit 2
23-p. 8-9	Hammock Ridge, Unit III-A
25-p. 19	Hammock Ridge, Unit III-A Replat Lot 12
24-p. 43-44	Hammock Ridge, Unit III-B (Meadows on the Prairie)
25-p. 34	Hammock Ridge, Unit III-B Replat Lot 45
26-p. 94	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. 33-40	Hammock Ridge, Unit IV
28-p. 58	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
22-p. 52	Jockey Club Unit 5
S-85/T-13	Jockey Club Replat Lots 47 & 48
N-13	Kanapaha Highlands
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
22-p. 63	Kanapaha Oaks Replat Leeaire Est Trc's 1
J-73	Kanapaha Pines
L-55	Kanapaha Pines Unit 2
U-42	Kanapaha Pines Unit 3
22-p. 11	Kanapaha Pines Unit 3 Replat Lots 38-41
36-p. 73	Kingston Place
L-21	Koinonia
37-p. 26	Laureate Village, Phase 1, Unit 1
I-78-79	Leeaire Estates
24-p. 88	Longleaf, Unit 1, Phase I
25-p. 53	Longleaf, Unit 1, Phase II
26-p. 79	Longleaf, Unit 1, Phase II Replat of Lot 89
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
29-p.4	Longleaf, Unit III, Phase VI Replat of Lot 296
29-p. 7	Longleaf, Unit IV, Phase VII
29-p. 14	Longleaf, Unit IV, Phase VIII
29-p. 61	Longleaf, Unit IV, Phase VIII Replat of Lot 520
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
26-p. 67	Meadows on the Prairie
S-53	Oakleigh, Phase I
U-81	Oakleigh, Phase II
26-p. 59	Old Oak Estates
29-p. 60	Old Oak Estates Replat of Lot 8
P-25	Parker Place, Phase 1
R-4	Parker Place, Phase II-A
23-p. 77	Parker Place, Phase II-A Replat of Lot 44
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
26-p. 92	Parkwest Estates Unit 1
28-p. 16	Parkwest Estates #1 Replat Lot 12, 13, 14, & 15
O-53-54	Patio Homes of West End
O-19-20	Patio Homes of West End II-A
O-53-54	Patio Homes of West End Phase II-A Replat
Q-13-14	Patio Homes of West End Phase II-B
J-16	Plantation
G-21	Prairie Bluff
27-p. 72	Prado La Vista Unit 1
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 including Lot 13
25-p. 73	San Therese
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
28-p. 76	Seminole Woods, Unit 2 Replat of Lot 15
T-66	Somerset
S-88-89	Steeplechase Farms
T-70	Steeplechase Farms Replat
25-p. 88	Strawberry Fields, Unit 1



25-p. 89	Strawberry Fields, Unit 2
27-p. 4	Strawberry Fields, Unit 2 Replat Lot 44
27-p. 74	Strawberry Fields, Unit 2 Replat Lots 43, 45-52, 54-65
J-26	Sunny Acres
36-p. 59	Tara Greens
35-p. 58	Tara West End Ph. 1
36-p. 53	Tara West End Ph. 2
22-p. 54	The Grove
J-17	Thousand Oaks
O-100	Thousand Oaks Replat Lot 12
S-72	Town of Tioga Unit 1
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
26-p. 80	Town of Tioga Phase 6 Replat of Lot 145
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
29-p. 29	Town of Tioga Phase 14
30-p. 28	Town of Tioga Phase 15
33-p. 84	Town of Tioga Phase 15 Replat of Lot 372
32-p. 50	Town of Tioga Phase 17
34-p. 86	Town of Tioga Phase 18
36-p. 68	Town of Tioga Phase 19
25- p. 35	Turnberry Lake Phase 1
26-p. 44	Turnberry Lake Phase 1 Replat of Lot 26
25-p. 80	Turnberry Lake Phase 2
27-p. 76	Turnberry Lake Phase 2 Replat of Lot 75
32-p. 70	Turnberry Lake Phase 2 Replat of Lot 84
29-p. 24	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 of Lots 1-7 & 18-23
N-42	Villas of West End Unit 1B
O-92	Villas of West End Unit 1B Replat of Lots 7-14, 30-39, & 43-44

N-93	Villas of West End Unit 1B Replat of Lots 15-20, 25-27
27-p. 10	Villas of West End Unit B Phase 1
34-p. 24	Villas of West End Unit B Phase 2
H-72	Way West Subdivision
23-p. 34	Welch
E-31	West End Estates
J-05	West End Golfview Estates
L-39	Westside Farms
36-p. 64	Wexford
27-p. 44	Willow Oak Plantation
28-p. 83	Willow Oak Plantation Replat of Lots 202-203
23-p. 42-43	Wyndsong
O-85-86	Wyngate Farms
24-p. 70	Wyngate Farms Replat of Lot 13
Unrecorded	Canterbury, surveyed by Terrence J. Brannan
Unrecorded	Marchant Meadows, Surveyed by Alachua County Land Surveyors
Unrecorded	Miller Farms, surveyed by David D. Parish Land Surveyors, Inc.
Unrecorded	Millhopper Rd. Estates, surveyed by William D. Parish
Unrecorded	Rolling Meadows, Unit 2, surveyed by M.K. Flowers and H.H. Green
Unrecorded	Sullivan Plantations, surveyed by Stacy Hall
Unrecorded	Turkey Ridge, surveyed by Terrence J. Brannan
Unrecorded	Wacahoota Ridge, surveyed by Mike Pardue
Unrecorded	Windy Hills, surveyed by Harris Green

### Other Additions

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

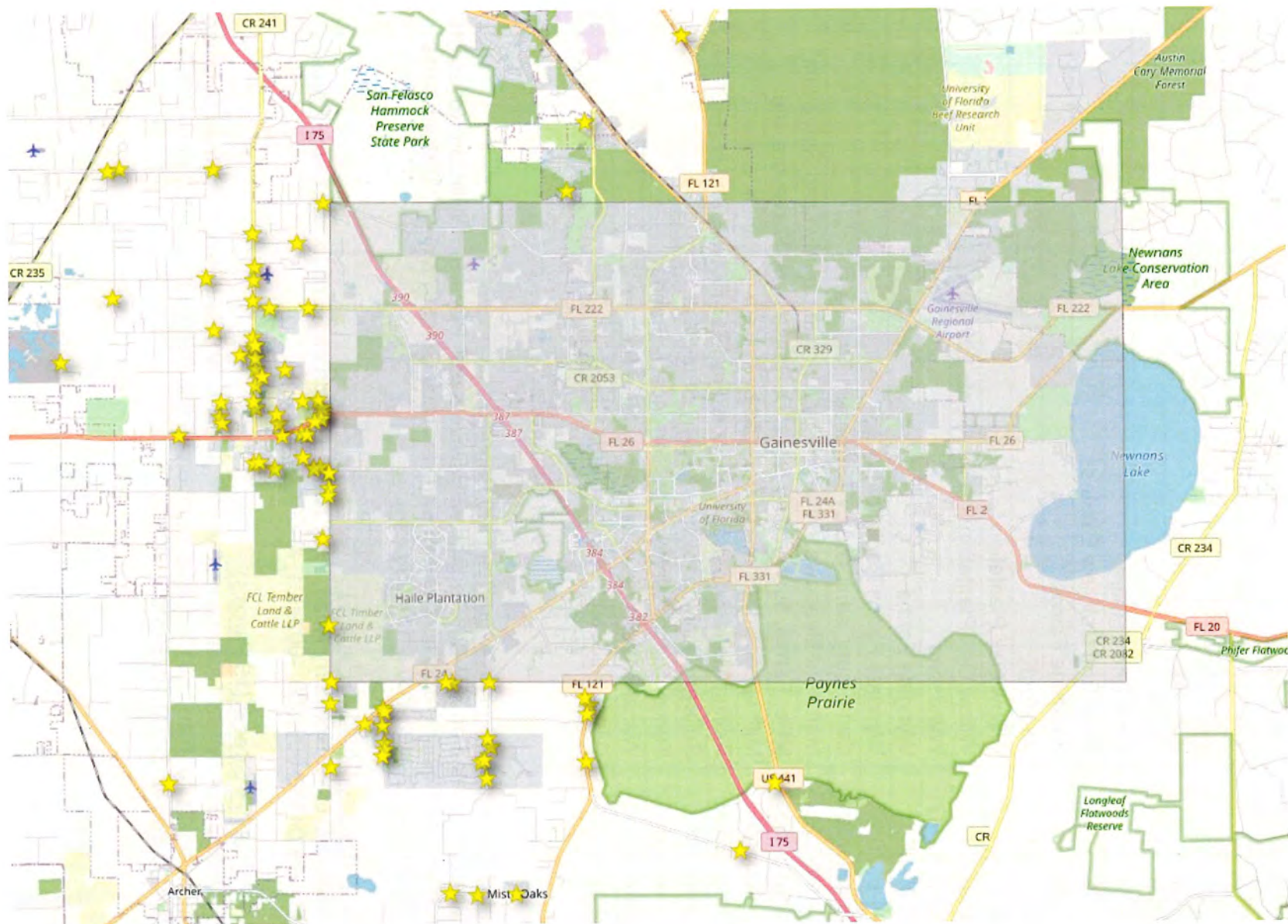
20 parcels located on SW 42<sup>nd</sup> Terrace, 43<sup>rd</sup> Drive & 80<sup>th</sup> Place S of Williston Rd. and N of Savannah Point. Parcel numbers within D L Clinch Grant 07231-112-001 thru -018, 07231-110-000, -111-000 & 114-000.

#### West Newberry Road (3 Parcels)

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

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

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



**EXHIBIT 3****RATES FOR RESIDENTIAL CURBSIDE  
COLLECTION SERVICE****Collection**

Solid Waste - Including Bulky Waste and White Goods

	20 gal.	35 gal.	64 gal.	96 gal.
Collection	\$6.60 per Dwelling Unit per month	\$6.81 per Dwelling Unit per month	\$7.02 per Dwelling Unit per month	\$7.24 per Dwelling Unit per month

\$ Recycling per Dwelling Unit per month	\$ Yard Waste per Dwelling Unit per month
\$5.00	\$3.63
	Collection of Additional Yard Waste per Section 7.4.7
	\$ <u>4.50</u> per Dwelling Unit per event

**Additional Services:**

Purchase, delivery, exchange, and maintenance of Garbage Carts	\$0.75	per Dwelling Unit per month
Purchase, delivery, exchange, and maintenance of Recycling Bins	\$0.25	per Dwelling Unit per month

**Special Collection Services:**

Pup truck	\$20.00	per Unit per month
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\*Unit refers to the official house count adopted by the Board annually which is based off of Garbage Carts in use.

**EXHIBIT 4****RATES FOR MULTI-FAMILY COMPLEXES  
WITH MECHANICAL CONTAINERS****Collection Costs:**

Uncompacted MSW	\$4.74	per cubic yard per pull
Compacted MSW	\$11.57	per cubic yard per pull

**Disposal and Processing Costs:**

Uncompacted MSW	Per ton tipping fee * ((container volume in cubic yards * 130 pounds per Cubic Yard)/2000)
Compacted MSW	Per ton tipping fee * ((container volume in cubic yards * 390 pounds per Cubic Yard)/2000)

**Special Collection Services:**

Compactor Rental Fee	\$600.00	per compactor per month
Dumpster Rental Fee	\$0.00	per dumpster per month
Pup Truck	\$20.00	per unit per month

**EXHIBIT 5****RATES FOR COMMERCIAL COLLECTION SERVICES\*****Collection Costs:**

Uncompacted MSW in Mechanical Containers	\$4.74	per cubic yard per pull
Compacted MSW in Mechanical Containers	\$11.72	per cubic yard per pull
Uncompacted MSW in Garbage Carts	\$31.65	Per month (1x/week)

**Disposal:**

Uncompacted MSW	Per ton tipping fee * ((container volume in cubic yards * 130 pounds per Cubic Yard)/2000)
Compacted MSW	Per ton tipping fee * ((container volume in cubic yards * 390 pounds per Cubic Yard)/2000)

**Special Collection Services:**

Compactor Rental Fee	\$600.00	per compactor per month
Dumpster Rental Fee	\$0.00	per dumpster per month
Cart Rental Fee	\$0.00	per cart per month
Pup Truck	\$20.00	per unit per month

\* The Rate for renting Garbage Carts is based on Collection Service provided one time each week. If a Customer wishes to receive more frequent service, the Rate for the requested service shall be increased proportionately. For example, if a Customer using a Garbage Cart wishes to receive Collection Service for Garbage on two (2) occasions per week, the Customer shall pay the Rate for such service multiplied by two (2).

**EXHIBIT 6****RATES FOR SPECIAL COLLECTION SERVICES**

<b>Service</b>	<b>Rate Per Service</b>
Rolling Out Commercial Garbage Carts (96 or 101 Gallon) with 10 or more feet per direction	\$1.00 (No charge for Residential regardless of distance; no charge for commercial less than 10 feet per direction)
Rolling Out Mechanical Container (and returning it to original location)	\$3.00
Opening (and closing) Doors or Gates	No Charge
Locks for Mechanical Containers	\$12.00 (one time) Charge for Replacements based on cost + 10%
Unlocking Mechanical Containers	\$2.00
Supplying (and retrofitting) Locking mechanism on Mechanical Container*	\$55.00
Adding wheels to or changing wheels on Mechanical Containers	No Charge
Adding lids to or changing lids on Mechanical Containers	No Charge
Moving Mechanical Container Location Per Customer Request	No Charge
Changing Out Sizes of Mechanical Container (More than twice per year)**	\$25.00
Additional Scheduled Pick-ups for Multi-Family Complex	Same as Applicable Commercial Collection Rates
Additional Unscheduled (not including "on-call") Pick-ups for Commercial and Multi-Family Complex Customers	3 Times Applicable Commercial Rates
Special Service or Special Equipment Required Because of Impaired Accessibility	Negotiable
Collection of Overflowing Mechanical Container Container***	\$100

\* Determination of necessity of locking mechanisms is based on Customer requirements.

\*\* The first two change outs are free to the Customer.

**EXHIBIT 7**  
**PARENT CORPORATION GUARANTEE**

THIS GUARANTEE ("Guarantee") is made as of the 13th day of June, 2023, by GFL Environmental Inc., an Ontario corporation (the "Guarantor"), to and for the benefit of the County of Alachua, Florida (the "County") (each capitalized term used and not defined herein shall have the meaning ascribed to such term in the Agreement).

WITNESSETH:

WHEREAS, GFL Solid Waste Southeast, LLC (the "Contractor"), a Foreign Limited Liability Company and a wholly-owned subsidiary of the Guarantor, is entering into an "Exclusive Franchise Agreement ("Agreement") with the County;

WHEREAS, the Guarantor is willing to guarantee the performance of the Contractor under the Agreement, pursuant to the terms of this Guarantee; and

WHEREAS, the execution of this Guarantee is a condition precedent to the execution by the Contractor and the County of the Agreement, and the County would not enter into the Agreement unless the Guarantor provided this Guarantee;

NOW, THEREFORE, as an inducement to the County to enter into the Agreement, the Guarantor agrees as follows:

1. The Guarantor hereby irrevocably, absolutely and unconditionally guarantees the full, prompt and timely performance and discharge of all of the duties, obligations, covenants and agreements of the Contractor pursuant to and in accordance with the terms and provisions of the Agreement, including but not limited to, the full, prompt and timely payment when due of all sums and amounts payable by the Contractor, including without limitation, the payment of any and all fines, damages, indemnification obligations, costs, and expenses, including without limitation, reasonable fees and expenses of attorneys (collectively, the "Obligations").

2. All Obligations of the Guarantor under this Guarantee shall be irrevocable, absolute, unconditional and continuing, and shall remain in full force and effect until all of the Obligations now existing or hereafter incurred have been performed, discharged and paid in full in accordance with the terms of the Agreement. The Obligations of the Guarantor under this Guarantee shall not be released, discharged, affected, modified or impaired by reason of the happening from time to time of any event or circumstance, including, without limitation, any one or more of the following:

(i) the compromise, settlement, release, discharge or termination of any or all of the Obligations, by operation of law or otherwise, except by payment and performance in full of the Obligations pursuant to the terms of the Agreement;

(ii) the failure of the County to give notice to the Contractor or the Guarantor of the occurrence of any Event of Default under the Agreement;



**EXHIBIT 7**  
**(continued)**

(iii) the waiver by the County of any payment, performance, or observance of any of the Obligations;

(iv) the extension of the time (whether one or more) for payment or performance of the Obligations, or the extension or the renewal of any thereof;

(v) the invalidity or unenforceability of any term or provision of the Agreement based on the lack of authority, insolvency, bankruptcy or reorganization of the Contractor;

(vi) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all of the assets, marshaling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, arrangement, composition with creditors or readjustment of, or other similar proceedings affecting the Contractor, or its assets, or the Guarantor, or its assets, or any allegation of invalidity or contest of the validity of this Guarantee in any such proceedings;

(vii) the default or failure of the Guarantor to fully perform any of its obligations set forth in this Guarantee, or the occurrence of any events of default under the Agreement;

(viii) the failure of any agreement, instrument, certificate, or other document to be executed or delivered in connection with the Agreement; or

(ix) any assignment, amendment, modification, or waiver of, or change in any of the terms, covenants, conditions or provisions of any of the Obligations or the Agreement, or the invalidity or unenforceability of any of the foregoing.

3. This Guarantee shall be construed in accordance with and governed by the laws of the State of Florida, without giving effect to any choice or conflict of law provisions or rules (whether of the State of Florida or any other jurisdiction).

4. Subject to the provisions of Section 7 hereof, this Guarantee shall be binding upon and enforceable against the Guarantor, its successors, or permitted assigns and legal representatives (including any successor by merger or consolidation or any transferee of all or substantially all of the properties or capital stock of the Guarantor), whether or not the Guarantor's obligations hereunder are expressly assumed by such successor, assignee, or transferee, and is for the benefit of the County and any of its successors and assigns under the Agreement.

5. Each and every event of default under the Agreement shall give rise to a separate cause of action hereunder, and separate claims may be brought hereunder by the County as each cause of action arises. The Guarantor waives to the greatest extent permitted by law: notice of acceptance hereof; presentment and protest of any instrument, and notice thereof; notice of default; notice of foreclosure; notice of any modification, release or other alteration of any of the Obligations or of any security therefor and all other notices to which the Guarantor might otherwise be entitled. Should the Contractor default in the payment or performance of any of the Obligations, the obligations of the Guarantor hereunder with respect to such Obligations in default shall become

**EXHIBIT 7**  
**(continued)**

immediately due and payable to the County without demand or notice of any nature, all of which are expressly waived by the Guarantor. Payments by the Guarantor hereunder may be required by the County on any number of occasions.

6. No failure, omission or delay by the County in exercising any right, power or privilege hereunder or under the Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other right, power or privilege of the County. No waiver, amendment, release or modification of this Guarantee shall be established by conduct, custom or course of dealing, but solely by an instrument in writing duly executed by the Party against whom any such waiver, amendment, release or modification is sought to be enforced.

7. The Guarantor shall not assign its obligation hereunder nor substitute any Person in place of itself hereunder without first obtaining the express prior written consent of the County, which consent may be withheld by the County in its sole and absolute discretion. Any attempted assignment in violation of this Guarantee shall be null and void.

8. The obligations of the Guarantor to the County set forth in this Guarantee are direct, absolute and unconditional without regard to the liability of any other Person; and shall not be subject to any requirement that the County first enforce any remedies it may have against the Contractor or any other Person, or any requirement to seek to recover from the Contractor hereunder before proceeding against the Guarantor hereunder, and shall not be subject to any claim of the Guarantor against any other Person including the County. No setoff, counterclaim, reduction, or diminution of any obligation, or any other defense of any kind of nature (excepting payment or performance in fact and any other defenses the Contractor has under the Agreement) which the Contractor or the Guarantor has or may have against the County shall limit or in any way affect the Guarantor's obligations under this Guarantee.

9. Each of the Guarantor and the County irrevocably (i) consents that any action or proceeding against it under, arising out of or in any manner relating to this Guarantee shall be brought in the state or federal courts in and for Alachua County, Florida, and consents to the exclusive jurisdiction of such courts; (ii) consents and submits to the personal jurisdiction of any such court in any such action or proceeding; (iii) consents to the service of summons, notice, or other process relating to any such action or proceeding by delivery thereof by hand or by mail in the manner provided for in Section 13 of this Guarantee and consents that it may be served with any process or paper by registered mail or by personal service within or without the State of Florida, in accordance with applicable laws; (iv) waives any objection, claim or defense which it may have at any time to the laying of venue of any such action or proceeding in any such court; (v) waives any claim that any such action or proceeding brought in any such court has been brought in an inconvenient forum; (vi) waives the right to object, with respect to any such action or proceeding brought in any such court, that such court does not have jurisdiction over such Party; and (vii) permanently, voluntarily, and with the advice of counsel, waives any rights it may have to a jury trial concerning any dispute involving or arising out of the Agreement or this Guarantee.

10. Upon payment by the Guarantor of any sum to the County hereunder, all rights of the Guarantor against the Contractor arising as a result thereof by way of right of subrogation or

**EXHIBIT 7**  
**(continued)**

otherwise shall in all respects be subordinate, junior in right of payment to, and not exercisable until, the prior indefeasible payment and performance in full of all Obligations.

11. This Guarantee may be executed in multiple counterparts, including by way of facsimile or other electronic transmission (i.e., pdf), each of which shall be deemed an original, but all of which taken together shall constitute one instrument. If any provision of this Guarantee is determined to be unenforceable, the County and the Guarantor hereby agree that such provision may be reformed so that it is enforceable to the maximum extent permitted by applicable laws. In the event that any provision of this Guarantee cannot be reformed, such provision shall be deemed to be severed from this Guarantee, but every other provision of this Guarantee shall remain in full force and effect. This Guarantee is entered into by Guarantor solely and exclusively for the benefit of the County and may be enforced against Guarantor by the County and any of its successors and assigns. This Guarantee contains the entire understanding of the parties with respect to the subject matter hereof, and supersedes all prior agreements, representations and understandings of the parties with respect to the subject matter herein.

12. The Guarantor hereby expressly waives notice from the County of its acceptance of and reliance upon this Guarantee, and of any future creation, renewal or accrual of any of the Obligations.

13. All notices hereunder shall be in writing and shall be sufficiently given for all purposes hereunder if properly addressed and delivered personally by documented overnight delivery service, by certified or registered mail, return receipt requested, or by facsimile or other electronic transmission service at the address or facsimile number, as the case may be, set forth below. Any notice given personally or by documented overnight delivery service is effective upon receipt. Any notice given by registered mail is effective upon receipt, to the extent such receipt is confirmed by return receipt. Any notice given by facsimile transmission or other electronic transmission service is effective upon receipt, to the extent that receipt is confirmed, either verbally or in writing by the recipient. Any notice which is refused, unclaimed or undeliverable because of an act or omission of the Party to be notified, if such notice was correctly addressed to the Party to be notified, shall be deemed communicated as of the first date that said notice was refused, unclaimed or deemed undeliverable by the postal authorities, or overnight delivery service.

If to the County:

County Manager  
Alachua County  
12 SE 1st Street  
Gainesville, Florida 32601  
Telephone: (352) 374-5204

**EXHIBIT 7**  
**(continued)**

Copy to: County Attorney  
Alachua County  
12 SE 1st Street  
Gainesville, Florida 32601  
Telephone: (352) 374-5218

If to the Guarantor: GFL Environmental, Inc.  
100 New Park Place, Suite 500  
Vaughan, ON L4K 0H9  
Attention: Patrick Dovigi

Copy to: GFL Environmental  
Attn: Legal Department  
3301 Benson Drive; Suite 601  
Raleigh, NC 27609

Changes in the respective addresses to which such notices shall be sent may be made from time to time by either Party by notice given to the other Party in accordance with this Guarantee.

14. Any termination of this Guarantee shall be applicable only to transactions having their inception after the effective date of such termination and shall not affect rights and obligations arising out of transactions having their inception prior to such date.

IN WITNESS WHEREOF, the Guarantor has executed this instrument the day and year first above written.

ATTEST:

Corporate Seal:



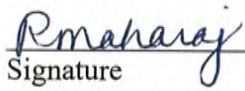
By: [Signature]  
Name: Mindy Gilbert  
Title: Secretary

Guarantor:  
GFL Environmental, Inc.

By: [Signature]  
Name: Patrick Dovigi  
Title: President and Chief Executive Officer

**EXHIBIT 7**  
**(continued)**

Witness:

  
Signature

Reanna Maharaj  
Print or Type Name

**EXHIBIT 8**  
**PERFORMANCE BOND**

**CONTRACTOR** (name, principal place of business, and phone number):

GFL Solid Waste Southeast, LLC  
5002 SW 41<sup>st</sup> Blvd.  
Gainesville, FL 32608  
Telephone: (352) 377-0800

**SURETY** (name, principal place of business, and phone number):

Philadelphia Indemnity Insurance Company  
One Bala Plaza Suite 100  
Bala Cynwyd, PA 19004-0950  
Telephone: (980) 312-3864

**COUNTY:**

County Manager  
Alachua County  
12 SE 1st Street  
Gainesville, Florida 32601  
Telephone: (352) 374-5204

BOND No. PB12661600049

Date: 10-01-2023

Amount: Five Hundred Thousand Dollars (\$500,000)

KNOW ALL MEN BY THESE PRESENTS that we, GFL Solid Waste Southeast, LLC (hereinafter "CONTRACTOR"), as Principal, and <sup>Philadelphia Indemnity Insurance Company</sup> hereinafter "SURETY"), as Surety, are held and firmly bound unto the County of Alachua, Florida (hereinafter "COUNTY"), as Obligee, in the amount of Five Hundred Thousand Dollars (\$500,000.00), for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the SURETY states that it has read all of the "Exclusive Franchise Agreement" (hereinafter "Agreement") that is attached hereto and incorporated herein by reference, and SURETY has carefully considered the CONTRACTOR's obligations and duties under the Agreement, including but not limited to the provisions of Section 47 ("Breach and Termination of Agreement"), Section 51 ("Damages"), and Section 52 ("Indemnification"); and

WHEREAS, the COUNTY's issuance of an exclusive franchise to the CONTRACTOR, and the COUNTY's execution of the Agreement with the CONTRACTOR, are contingent upon the execution of this bond (hereinafter "BOND") and these presents.

## **EXHIBIT 8**

### **(continued)**

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, if the CONTRACTOR shall in all respects promptly and faithfully perform and comply with all of the terms and conditions of the Agreement, and CONTRACTOR's obligations thereunder, then this obligation shall be void; otherwise, the BOND shall remain in full force and effect, in accordance with the Agreement and the following terms and conditions:

1. The SURETY, for value received, as hereby acknowledged, stipulates and agrees that no change, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the requirements for the same shall in any way affect the SURETY's obligations on the BOND, and SURETY does hereby waive notice of any change, alteration, or addition to the terms of the Agreement or to the work.

2. The SURETY, for value received, as hereby acknowledged, further stipulates and agrees that it will pay the COUNTY all losses, damages, expenses, costs, and attorneys' fees, including fees incurred in appellate proceedings, the COUNTY sustains because of a default by the CONTRACTOR under the Agreement, up to the maximum amount of the BOND.

3. The fact that the COUNTY may extend the time within which the CONTRACTOR may perform its obligations shall not release the SURETY from its obligations under this BOND, whether such extension is made after notice to the SURETY or not, and the SURETY hereby consents that the COUNTY may extend the time for the CONTRACTOR's performance, without providing notice to the SURETY.

4. In the event that the CONTRACTOR defaults in the performance of any of the terms, covenants, or conditions of the Agreement, the COUNTY shall promptly give notice of such default to the SURETY in writing by certified mail, return receipt requested, addressed to the SURETY at its principal place of business, as identified above.

5. In the event that the CONTRACTOR defaults in the performance of any of the terms, covenants, or conditions of the Agreement, the SURETY shall have the right to complete the work or performance on behalf of the CONTRACTOR, and for that purpose shall have all of the rights of the FRANCHISEE under the Agreement for the completion of performance.

6. In the event that the CONTRACTOR defaults in the performance of any of the terms, covenants, or conditions of the Agreement, the SURETY shall remedy the default or otherwise satisfy its obligations under this BOND.

7. In the event there is a failure to perform the conditions of this obligation, the COUNTY may bring any and all actions, suits, or proceedings, or otherwise take such steps as it deems appropriate, to enforce the obligation of the SURETY, and the COUNTY may do so without joining the CONTRACTOR in any such actions, suits, or proceedings. Thereafter, whether judgment is obtained against the SURETY or not, successive actions can be brought against the CONTRACTOR, and this BOND shall remain a continuing obligation on the part of the SURETY and the CONTRACTOR until the conditions of this BOND have been fully performed, including the resolution of third party lawsuits.

8. It is understood and agreed that the obligation of the CONTRACTOR under this BOND continues from day to day until paid, and a new cause of action arises thereon daily with the result that the statute of limitations of the State of Florida does not run against the entire claim. The obligation of the SURETY under this BOND, therefore, continues in this manner, and no action, suit, or proceeding against

## **EXHIBIT 8**

### **(continued)**

the CONTRACTOR or the SURETY hereunder shall be barred, except under such conditions as would bar it under the said statute of limitations.

9. Any proceeding, legal or equitable, under this BOND shall be instituted only in a court of competent jurisdiction in and for Alachua County, Florida, and shall be instituted within the statute of limitations after the CONTRACTOR's default or within the statute of limitations after the SURETY refuses or fails to perform its obligations under this BOND, whichever occurs later. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the State of Florida shall be applicable.

10. Notices to the SURETY, the COUNTY, and the CONTRACTOR shall be mailed or delivered to the addresses shown above.

11. The SURETY represents and warrants to the COUNTY that it has a rating of "A" or better as to management and "FSC X" or better as to strength by Best's Insurance Guide or Surety; (b) it is listed on the U.S. Treasury Department's list of acceptable sureties for federal bonds; (c) it has been in business continuously for at least five years; and (d) it will not cancel or alter this BOND without providing at least 30 days advance notice to the COUNTY.

12. This bond is for the term beginning October 1, 2023 and ending September 30, 2024. The bond may be extended for additional terms at the option of the Surety, by continuation certificate or new bond executed by the Surety. Neither non-renewal, nor failure, nor inability of the Principal to file a replacement bond shall constitute a loss to the Obligee recoverable under this bond.



**EXHIBIT 8**  
**(continued)**

GFI Solid Waste Southeast, LLC

CONTRACTOR AS PRINCIPAL  
Company: (Corporate Seal)

Signature

Veeral Mehta  
Print Name

Director, Treasury  
Title

10-1-2023  
Date

Philadelphia Indemnity Insurance Company

SURETY  
Company: (Corporate Seal)

Signature

Nicole M. Colley  
Print Name

Attorney-in-Fact  
Title

10-1-2023  
Date

Witnesses:

Denni Johnson  
Signature

Denni Johnson  
Print Name

Ronj  
Signature

Rong Wang  
Print Name

Kinga Chomej  
Signature

Kinga Chomej  
Print Name

Bonnie T. Atnip  
Signature

Bonnie T. Atnip  
Print Name

FLORIDA RESIDENT AGENT FOR SURETY

Please see White Paper - Not Applicable

Print Name

Address

Phone

Fax

**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

**Power of Attorney**

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Nicole M. Colley and Arthur L. Colley of NFP Property & Casualty Services, Inc. of Charlotte, NC**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

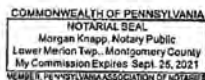
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27<sup>TH</sup> DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 27<sup>th</sup> day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

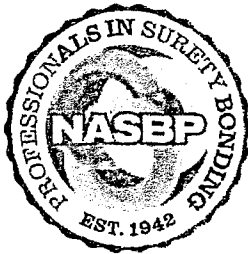
September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27<sup>th</sup> day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 1<sup>ST</sup> day of October, 20 23



Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY



## NATIONAL ASSOCIATION OF SURETY BOND PRODUCERS

7735 Old Georgetown Road, Suite 900

Bethesda, MD 20814

Tel: 240.200.1270

Fax: 240.200.1295

[www.nasbp.org](http://www.nasbp.org)

### **NASBP White Paper: Resident Agent Countersignature Laws Have Been Eradicated and Violate the Law in Every U.S. State**

The purpose of this short white paper is to inform the reader that resident agent countersignature laws have been eradicated throughout the United States and its territories (with the exception of Guam, where it has not been challenged). Any bid, performance, or payment bond that requires a resident agent countersignature or a resident agent signature violates the law, as such requirements have been held unconstitutional by federal courts throughout the United States or have been repealed by state legislatures, because such requirements impermissibly favor licensed resident agents over licensed non-resident agents. It is not the countersignature requirement that is problematic; it is the *resident agent* countersignature requirement that violates the law.

The National Association of Surety Bond Producers (NASBP) is aware that officials in some state and local agencies are not informed about the illegality of resident agent countersignature mandates. These officials will improperly reject a bid based on lack of a required resident agent countersignature or improperly refuse to accept performance and payment bonds based on lack of a required resident agent countersignature. NASBP receives dozens of member requests each year to send comment letters to public agencies that have included the unlawful resident agent countersignature requirement in their surety bonds.

Countersignature laws date back to the early twentieth century when states passed the laws as a consumer protection measure. The regulations requiring non-resident agents to receive sign-off by a local resident agent were originally intended to ensure compliance with local insurance laws. Those regulations also meant that out-of-state agents had to pay local agents for their signatures. By the 1990s, technology made the countersignature laws an anachronism of regulation. The movement to repeal countersignature laws began in the 1990s and ended in 2008 when the Ninth Circuit struck down Nevada's countersignature law. This movement was spearheaded by The Council of Insurance Agents & Brokers.

One of the most well-known and widely quoted cases on this matter is *Council of Insurance Agents and Brokers v. Tom Gallagher*, 287 F. Supp. 2d 1302 (N.D. Fla. 2003), in which the U.S. District Court for the Northern District of Florida struck down a Florida statute that impermissibly favored resident agents. The district court determined that there was no rational basis for a distinction between Florida licensed resident agents and Florida licensed non-resident agents and declared unconstitutional the Florida statute at issue that discriminated against Florida-licensed non-resident agents.

Agency officials may want to have the agency's bond forms reviewed to ensure that its bonds do not contain an illegal resident agent signature or countersignature requirement. The bonds should contain a licensed (resident OR non-resident) agent requirement.

October 2018



**INVOICE**

**Remit to: NFP Property & Casualty Services, Inc.**  
**PO Box 200522**  
**Dallas, TX 75320-0522**

Phone: (516) 327-2700

INVOICE #	ACCOUNT #
686906	GFLSOLI-01
INVOICE DATE	BALANCE DUE ON
5/15/2023	10/1/2023
AMOUNT PAID	AMOUNT DUE
	\$2,750.00

**GFL Solid Waste Midwest LLC**  
**26999 Central Park Blvd., Suite 200**  
**Southfield, MI 48076**

**Payment Options**

1. Pay via ACH or Wire, see instructions below.
2. Pay On-line at: <https://nfp-nor.epaypolicy.com>  
 Note: ePay charges a small fee for ACH transfers and a percentage of the amount on credit card payments.
3. Mail check to: NFP Property & Casualty Services, Inc.  
 See Remittance Address Above

Premium due upon receipt or by the due date shown, whichever is later.

**Wire or ACH Transfer:**

**Account Name:** NFP Property & Casualty Services Inc  
**Bank Name:** Wells Fargo Bank  
**Bank Address:** 420 Montgomery Street, San Francisco, CA 94104  
 Please include the invoice number to help us identify the incoming wire.

**Routing:** 121000248  
**Checking Account:** 2000037948463  
**Bank Swift:** BIC WFBUIUS6S (International)


**Carrier:** Philadelphia Insurance/Tokio Marine Group

**Policy Period:** 10/1/2023 to 9/30/2024

POLICY TYPE	POLICY NUMBER		DESCRIPTION	AMOUNT
Contractor Bond	PB12661600049	10/1/2023	New CONB Effective 10/1/2023	\$2,750.00

This invoice is for Alachua County for collection of solid waste and recyclable material. The bond amount is \$500,000.00. The term is 10/1/23 - 9/30/24.

**TOTAL INVOICE BALANCE: \$2,750.00**

  
 $500,000 \times .55\% = 2,750.00$

Overnight Lockbox Services 200522, National Financial Services, 2975 Regent Blvd, Suite 100, Irving, TX 75063

5/15/2023

Page 1 of 1

*For informational purposes only. This document does not amend, extend, or alter coverage. Please refer to any actual policy(s) for specific terms, conditions, limitations, and exclusions. P&C Insurance Services provided through NFP Property & Casualty Services, Inc.. Doing business in California as NFP Property & Casualty Insurance Services, Inc. (License # OF15715). LA&H Insurance Services provided through NFP Corporate Services (NY), LLC. Doing business in California as NFP Corporate Insurance Services, LLC (License # OF44161). Both entities are subsidiaries of NFP Corp. (NFP).*

COLNI1

### Insurance Requirements

TYPE OF INSURANCE	MINIMUM(S)
General Liability	
<b>General Aggregate</b>	<b>\$2,000,000</b>
<b>Each occurrence</b>	<b>\$1,000,000</b>
<b>Personal Injury Liability</b>	<b>\$1,000,000</b>
<b>Builder's risk</b>	<b>\$1,000,000</b>
Automobile Liability	
<b>(Includes owned, non-owned and hired autos) Combined single limit</b>	<b>\$1,000,000</b>
Worker's Compensation	
<b>Statutory Limits (of exemption certificate)</b>	

In the box titled "Description of Operations" list the "District Board of Trustees for Santa Fe College as additional insured".

In the box titled "Certificate Holder" list "District Board of Trustees for Santa Fe College, 3000 NW 83<sup>rd</sup> Street, Gainesville, Florida 32606".

These policies shall contain a covenant requiring thirty (30) days written notice to Santa Fe College Insurance and Risk Management office before cancellation, reduction or other modification of coverage.

In the event that the Contractor fails to maintain and keep in force the insurance and Worker's Compensation as herein provided, the College shall have the right to cancel and terminate the contract forthwith and without notice. The Contractor shall advise each insuring agency to automatically renew all policies and coverage in force at the start of and resulting from this contract until notified coverage requirements are revised. Insurance certificates indicating the required minimum coverage and signed by Florida Resident Agent shall be furnished by the Contractor prior to contract award and forwarded to the Director of Purchasing, Santa Fe College.

The Contractor shall bear the full responsibility for all risk, loss, or equipment damage, including that owned or leased by the College and for money or product loss resulting from vandalism or theft, caused by contractor or its' employee(s).

## EXHIBIT 9

### SPECIFICATIONS FOR CARTS

1. **MINIMUM REQUIREMENTS:** The following specifications describe the minimum acceptable features and performance requirements for the Garbage Carts and Recycling Carts that the Contractor will provide under the Agreement. These specifications apply to the carts that are approximately 35, 64, or 96 gallons in capacity. The requirements for 20 gallon Garbage Carts will be determined by the Administrator, based on the general specifications contained in this Exhibit 9.
2. **MANUFACTURING PROCESSES AND MATERIALS:** Each cart shall consist of a body, lid, wheels, axle, and necessary accessories. The plastic resin material and the finished cart must meet the minimum specifications herein.

2.1	MANUFACTURING PROCESS: Each cart body must be manufactured by a rotational or injection molding process.
2.2	PLASTIC MATERIAL: Base plastic resin must be first quality linear polyethylene or high-density polyethylene (HDPE) supplied by a national petrochemical producer. Off-spec material is not acceptable.  Contractor must submit technical data sheet(s) from the resin producer.
2.3	RESIN ADDITIVES: All plastic parts shall be specifically prepared to be colorfast so that the plastic material does not alter or fade appreciably in normal use. The plastic resin must be enhanced with color pigment and ultraviolet inhibitor, which must be used at a rate that is no less than 1.5% by weight, and which must be uniformly distributed throughout the finished cart. To ensure thorough distribution of these additives, the resin and additives must be mixed in a molted state using a hot-melt blending process. Contractor must submit a statement certifying that all of the plastic resin and additives will be hot-melt blended.

3. **CART REQUIREMENTS:** The carts must be compatible with standard American semi-automated bar-locking lifters (ANSI type B) as well as automated arm lifters (ANSI type G) and function as follows:

3.1	ANSI CONFORMANCE: Carts must meet the requirements of ANSI Z245.30-2008 and ANSI Z245.60-2008 standards for "Type B/G" carts.  Contractor must submit independently certified copies of all ANSI test results. Test results must state the load (in pounds) under which the tests were conducted. The load under which the tests were conducted must be the same as the load rating stated in the cart manufacturer's sales literature and specifications. The ANSI Appendix D test for "Loading and Unloading Test for Carts" must clearly state that the required 520 dump cycles under the cart's full rated load were performed on both a Semi-Automated Cart Lifter <u>and</u> a Fully Automated Grabber Arm.
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3.2	<p>LOAD RATING: Carts must be designed to regularly receive and dump the following amount of waste material, excluding the weight of the cart, without permanent damage or deformation. The load rating must conform with ANSI Standard Z245.30-2008.</p> <p style="text-align: center;">35 Gallon – 122 pounds 64 Gallon – 224 pounds 96 Gallon – 330 pounds</p> <p>Contractor must submit a normal printed color sales brochure which shows the exact products being proposed and the corresponding load ratings. Contractor must mark the location of the load ratings on the brochure with bold red arrows so as to aim directly at the load ratings. The load rating in the sales literature must match the specifications and ANSI certification submitted by the Contractor, and the load rating permanently marked on the cart.</p>
3.3	<p>RESIN WEIGHT: The carts must be manufactured to achieve a minimum resin weight as follows:</p> <p style="text-align: center;">35 Gallon – 17.9 pounds minimum 64 Gallon – 23 pounds minimum 96 Gallon – 34.1 pounds minimum</p>
3.4	<p>CAPACITY: The total capacity (volume) of the carts, excluding the lid, must be 35 U.S. gallons (+/- 2%), 64 U.S. gallons (+/-3%), and 96 U.S. gallons (+/- 3%), respectively. Contractor must include independent test results according to ANSI Z245.30, Appendix A (Volume Test), certified by an accredited professional engineer, showing the exact capacity of the cart body (to the nearest 0.1 U.S. gallon), for each size.</p>

3.5	<p><b>DIMENSIONS:</b> The exterior dimensions of the completely assembled carts shall be <b>approximately</b> as follows:</p> <p>35 Gallon –</p> <p>Height: 39.13”</p> <p>Depth: 22.88”</p> <p>Width: 20.2”</p> <p>64 Gallon –</p> <p>Height: 40.25”</p> <p>Depth: 28.0”</p> <p>Width: 26.50”</p> <p>96 Gallon –</p> <p>Height: 45.13”</p> <p>Depth: 33.73”</p> <p>Width: 28.17”</p>
3.6	<p><b>WALL THICKNESS:</b> The carts must have a minimum nominal wall thickness of 0.154” throughout the body of the cart, and a minimum wall thickness of 0.185” inches in the critical wear points (i.e., the cart bottom, handle, and lift mechanism). The minimum wall thickness of the lid must be 0.14”.</p>
3.7	<p><b>MANEUVERABILITY:</b> Contractor must state the average tipping force required to maneuver a fully loaded cart when tilted to the roll position. The Contractor must also submit documentation that conforms to ANSI Z-245.60 (Force To Tip) testing that clearly defines the cart’s maximum average tipping force. The results of this testing may not exceed a maximum average of 27 pounds for 35 gallon carts, 35 pounds for 64 gallon carts, and 50 pounds for 96 gallon carts.</p>
3.8	<p><b>RIM OF BODY:</b> The upper rim of each cart body must have a closed tubular design or be molded with a reinforced rim for maximum strength during collection. The rim must also include a ledge or other built-in feature that creates a tight seal between the body and lid.</p>
3.9	<p><b>HANDLES:</b> Each cart must be equipped with a minimum of one handle, with a minimum of 1” diameter. The handle(s) and handle mounts must be an integrally molded part of the cart body. The handles shall be designed to afford the user positive control of the loaded cart at all times. The handles must not have the ability to rotate on their own axis at any time. Handles which are molded as part of the lid are unacceptable. Bolted-on handle mounts or bolted-on handles are unacceptable.</p>
3.10	<p><b>LID:</b> The lid shall be of one piece construction and manufactured of the same material used in the cart body. The lid shall be configured to ensure that it will not warp, bend, slump, or distort to such an extent that it no longer fits the cart properly or becomes otherwise unserviceable. The lid must be crowned in shape and designed to prevent the entry of rain when in the closed position. The lid must open from a closed position through a full 270° arc. Living hinges and lid counter weights are unacceptable. Lid latches are unacceptable.</p>



3.11	BOTTOM: The bottom of the cart must be impact resistant at all points (four corners and the center) of the base for durability. Screw-on, bolt-on, or pop-on wear guards are unacceptable.
3.12	WHEELS: Wheels for 35 gallon and 64 gallon carts shall be a minimum of 10" diameter. Wheels for 96 gallon carts shall be a minimum of 12" diameter and 1.75" wide with rubber treads. All wheels must be capable of supporting a minimum of 200 pounds per wheel.
3.13	AXLE: The axle for 35 gallon carts must be a minimum of 5/8" diameter. The axle for 64 gallon and 96 gallon carts shall be a minimum of 3/4" (0.75") diameter. All axles shall be zinc chromate plated or powder coated equivalent, solid high strength steel, and fully supported by the cart body. The axle must slide through two molded-in plastic journals in the cart bottom and must not be exposed to the contents inside of the cart. Each molded-in axle journal must be at least 1" wide. Axles attached by means of bolts or rivets are unacceptable.
3.14	STABILITY: Each cart shall be stable and self-balancing when in the upright position, either loaded or empty. The carts must be designed to withstand winds averaging 25 mph when empty.
3.15	LIFT SYSTEM: Each cart shall be equipped with attachment points which make it compatible with standard American semi-automated bar-locking lifters and fully-automated arm lifters. The upper lift point must be integrally molded into the body of the cart. All lower lift bars must be designed to withstand over ten (10) years of lifter attachment. The lower lift bar on 96 gallon carts shall be at least 1" diameter galvanized steel. The lower bar must be mounted in molded-in plastic bearings or held in place with pre-installed latch/push pins. The lower bar must be factory installed and cannot be attached by means of rivets, screws, bolts, or similar fasteners.
3.16	COLOR: The color of the cart body and the lid shall be black, unless the Administrator requests a different color. Surface treatments, painted or spray-on finishes, and materials that are not homogenous are not acceptable. If the Administrator requests a color other than black, the Contractor must submit color chips or samples for all colors available and then the County will select the appropriate color for the carts.
3.17	INTERIOR CONSTRUCTION: The interior surface of each cart must be smooth and free from crevices, recesses, projections, and other obstructions where material inside the cart could become trapped.

**4. MARKINGS:** Each cart must be permanently marked with letters/numbers, as follows:

4.1	SERIAL NUMBERS: Each cart must have a serial number hot stamped in white on the body. The serial number shall be preceded by a letter or number code which designates the year of manufacture. Serial numbers shall be in sequence beginning with a number designated by the County. The Contractor will maintain a file that identifies the date of manufacture by the serial number.
4.2	COUNTY SEAL: The County Seal or logo shall be hot stamped onto both sides of the cart body.
4.3	USER INSTRUCTIONS: Instructions for the safe use of the cart must be molded into each lid. Instructions shall be in both English and Spanish.

4.4	<b>CAPACITY AND LOAD RATING:</b> The capacity (volume) and the load rating of the cart must be raised-relief molded into the lid. The load rating shall be stated in both pounds and kilograms and in English and Spanish.
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5. **IN-MOLD LABEL SPECIFICATIONS:** The In-Mold Label must comply with the following listed specifications:

5.1	<b>MANUFACTURING PROCESS:</b> The in-mold label shall be permanently molded into the container lid. It should not wear or peel from normal uses. It shall have ultra-violet and other protection from the effects of the sun.
5.2	<b>COLOR AND GRAPHICS:</b> The in-mold label shall be 4-color and contain the County logo including images and language representing materials deemed acceptable for disposal. All proofs for the label shall be submitted to the County for approval and shall have a minimum size of 5" X 12".

6. **RFID & BAR CODE INTEGRATION:** Not Applicable.
7. **DATA INTEGRATION:** Not Applicable.
8. **WORK ORDER MANAGEMENT AND REPORTING SYSTEM:** Not Applicable.
9. **ASSEMBLY, DISTRIBUTION AND TRACKING SERVICES FOR CARTS**

9.1	The Contractor shall be responsible for coordinating the delivery of carts from the manufacturing plant, unloading the carts, assembling the necessary parts, and distributing the carts to homes throughout the Service Area.
9.2	The Contractor shall unload all delivery trailers. Any damage to the carts during any phase of the delivery, unloading, assembly, distribution, or exchanging shall be the responsibility of the Contractor to replace in kind.
9.3	Carts shall be assembled and placed at the resident's curb.
9.4	Each cart must include a plastic hanger bag that includes a pre-printed brochure describing the safe care and use of the carts for residents.
9.5	The Contractor will record the cart serial number for each and every address where the carts are delivered. The Contractor will keep an electronic file of the address assignments of carts by serial number and present it to the County in an acceptable electronic format upon request. Verification of a specific cart being associated to a specific address is required.

**10. CART MAINTENANCE**

10.1	The Contractor must use inventory tracking software or other methods that enable the Contractor to maintain an adequate inventory of carts and spare parts at all times. Upon request, the Contractor shall promptly provide the County with up-to-date information concerning the Contractor's inventory.
10.2	Each cart action shall be tracked by the Contractor using the serial number on the cart or other methods that are mutually acceptable to the Parties. The time, date, and location of all cart deliveries, swap-outs (exchanges), repairs, and cart maintenance activities must be recorded and made available for the County's inspection.
10.3	The County may generate a service work order and submit it electronically to the Contractor for processing. Contractor must be able to receive and respond to work orders from the County electronically via e-mail.
10.4	Completions of work orders shall be documented using cart numbers (IDs), household address, date, and time work is completed.
10.5	The Contractor shall repair all carts at the residence. All carts in need of repair shall be equipped with new parts.

- 11. WARRANTY:** Contractor must submit a document which clearly states the exact warranty of the Contractor. The warranty must be for no less than ten (10) full years and must specifically provide for no-charge replacement of any component parts which fail in materials or workmanship for a period of ten (10) years after installation. The warranty must be transferable to and enforceable by the County. The Contractor's warranty is understood to include, whether stated in Contractor's warranty or not, the following coverage:

11.1	Failure of the lid to prevent rain water from entering the cart when in the closed position.
11.2	Damage to the cart body, lid, or any component parts through opening or closing the lid.
11.3	Failure of the lower lift bar from damage during interface with lifters.
11.4	Failure of the body and lid to maintain their original shape.
11.5	Damage or cracking of the cart body through normal operating conditions.
11.6	Failure of the wheels to provide continuous, easy mobility, as originally designed.
11.7	Failure of any part to conform to the minimum standards as specified herein.
11.8	Warranty specimen of exact warranty offered must be provided to the Contract Administrator before the carts are ordered.

## EXHIBIT 10

### SAMPLE CALCULATIONS FOR CPI ADJUSTMENTS

The following calculations use hypothetical values to demonstrate how the annual CPI adjustment should be determined under Section 38.3 of the Agreement. More specifically, the examples demonstrate how hypothetical Rates for Residential Curbside Collection Services with 64 gallon Garbage Carts should be calculated. The following examples assume the total cost of Collection for Solid Waste (including Bulky Waste and White Goods), Yard Waste, and Recycling on October 1, 2023 will be \$21.87.

#### CPI Adjustment on October 1, 2024

Collection component of the current monthly Rate per Dwelling Unit: \$21.87

Percentage change in CPI for previous 12 month period: 3.0%

Calculation of CPI Adjustment:  $\$21.87 \times 0.03 = \$0.6561^*$

Calculation of the new Rate:  $\$21.87 + \$0.66 = \$22.53$

\*The annual adjustment is calculated by rounding to the nearest whole cent.

#### CPI Adjustment on October 1, 2025

Collection component of current monthly Rate per Dwelling Unit: \$22.53

Percentage change in CPI for previous 12 month period: 10%

Calculation of CPI Adjustment:  $\$22.53 \times 0.05 = \$1.1265^{**}$

Calculation of the new Rate:  $\$22.53 + \$1.13 = \$23.66$

\*\*Pursuant to Section 38.3 of the Agreement, a single CPI adjustment to the Rate shall not exceed five percent (5%) in any Operating Year. Accordingly, the CPI adjustment in this hypothetical year shall be limited to five percent (5%).

**EXHIBIT 11****CONTRACTOR'S VEHICLES AND STAFF**

The following list of vehicles and employees was provided in the proposal that the Contractor submitted in response to the County's RFP. At all times during the term of this Agreement, the Contractor shall provide at least as many vehicles and employees to serve the County as is listed below, unless the Administrator approves a deviation from this list pursuant to Section 25.7 of the Agreement.

**Residential**

Trucks	Make	Model	Year	Fuel Type	Cargo Capacity	Frontline Quantity	Reserve Quantity
Trash	Peterbilt	520 / New Way Sidewinder	2027	CNG	29 cy	7	3
Recycling	Peterbilt	548 / Heil Dura Pack 40/60	2027	CNG	25 cy	6	2
Yard Waste	Peterbilt	548 / Heil Powertrack Commercial	2027	CNG	25 cy	3	1
Bulk	Peterbilt	548 / Heil Powertrack Commercial	2027	CNG	25 cy	2	1
White Goods	Freightliner	M2 106 / Petersen TL3	2027	CNG	30 cy	1	1
Pup Truck	Mack	MD7 / New Way Viper	2027	CNG	11 cy	1	1
Container Delivery	Isuzu	Flat bed cart truck	2026	Diesel	cage	1	1

**Commercial**

Trucks	Make	Model	Year	Fuel Type	Cargo Capacity	Frontline Quantity	Reserve Quantity
Front Load	MACK	520 / McNeilus Half Pack	2024	CNG	40 cy	4	
Roll Off	MACK	567 / G&H 1560 22	2024	CNG		3	
Container Delivery	Petersen	CP3	2021 or newer	CNG		1	

## EXHIBIT 12

### CERTIFICATION FORM FOR MINIMUM WAGE

The undersigned certifies that all employees, contracted and subcontracted, completing services as part of this Agreement are paid, and will continue to be paid, in accordance with Chapter 22, Article III of the Alachua County Code of Ordinances ("Wage Ordinance").

Corporate Name: GFL Solid Waste Southeast, LLC

Address: 5002 SW 41<sup>st</sup> Blvd.

City, State, Zip: Gainesville, FL 32608

Phone Number: (352) 377-0800

Point of Contact: Kevin Smith

Agreement Description: Exclusive Franchise Agreement Between Alachua County and GFL Solid Waste Southeast, LLC for the Collection of Solid Waste and Recyclable Materials.

#### CONTRACTOR

ATTEST (By Corporate Officer)

By: Melissa Bachhuber

Print: Melissa Bachhuber

Title: Assistant Secretary

By: Todd Strong

Print: Todd Strong

Title: Regional Vice President

Date: 5/22/23

**MUST BE ATTESTED (WITNESSED) BY A DESIGNATED OFFICER OF THE CORPORATION. IF NOT INCORPORATED, THEN SHOULD BE NOTARIZED.**

Job Category	# of Employees in Each Category	Total # of Employees in All Categories	Hours Worked Each Week	Days Worked Each Week
Regional Vice President	1		Up to 52	5
District Manager	1		Up to 52	5
General Manager	1		Up to 52	5
Operations Manager	1		Up to 52	5
Government Contracts Manager	1		Up to 52	5
Operations Supervisor II	5		Up to 52	5.25
Drivers - Residential	17		Up to 52	5
Drivers - Commercial	3		Up to 52	5.25
Helpers	9		Up to 52	5
Customer Service Administrator	1		Up to 52	5
Customer Service Representative	2		Up to 52	5
Dispatch	2		Up to 52	5
Maintenance Manager II	1		Up to 52	5.25
Maintenance Technician	3		Up to 52	5.25
		48		

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Final Audit Report

2023-06-29

Created:	2023-06-28
By:	Steve Donahey (asd@alachuaclerk.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyA-rV0fVq9H5GHSMiVogA4SaqwOMTY31

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 Signer jki@alachuaclerk.org entered name at signing as J.K. "Jess" Irby, Esq.

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Document e-signed by J.K. "Jess" Irby, Esq. (jki@alachuaclerk.org)

Signature Date: 2023-06-29 - 6:43:40 PM GMT - Time Source: server- IP address: 216.194.145.253



Agreement completed.

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