

CITY OF DUNNELLO

PROPOSED CONTRACT

RFP #2024-03

SOLID WASTE COLLECTION SERVICES



SOLID WASTE COLLECTION CONTRACT

THIS FRANCHISE AGREEMENT made and entered into as of this ____ day of _____, 2024 by and between the City of Dunnellon, a municipal corporation of the State of Florida hereinafter referred to as “**Owner**”, whose address is 20750 River Drive Dunnellon, FL 34431 and _____ hereinafter referred to as “**Contractor**”, with its principal place of business at _____.

NOW THEREFORE, in consideration of the promises and mutual covenants hereinafter set forth, the Owner and Contractor agree as follows:

1.00 DEFINITIONS.

For the purpose of this Agreement, the following words and terms are defined as follows:

Backdoor Service means any physical location for the placement of Solid Waste or accumulation on the Customer’s property intended for Residential Service Collection that is not Curbside.

Bulk Yard Waste means large cuttings of vegetative and wood matter which are part of normal yard maintenance due to the material exceeding the weight and size restrictions for regular Yard Waste. Bulk Yard Waste shall be of a type as to be readily handled by the mechanical equipment of the Contractor not exceeding four (4) feet in length and six (6) feet in diameter or debris resulting from tree removal land clearing, land development, building demolition, home improvement, or waste generated by tree surgeons, landscapers, or lawn maintenance services.

City means the City of Dunnellon, Florida. The term “City” is interchangeable with “Owner.”

Collection means the process whereby Solid Waste is removed and transported to a Disposal Facility.

Commercial Service means Solid Waste Collection service provided using either Mechanical Containers or other approved containers that does not meet the definition of ‘Residential Service’ herein.

Construction and Demolition Debris means materials generally considered to be not water soluble, non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber from the construction or destruction of a structure as part of a construction or demolition project. This also includes rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site.

Contract means this agreement executed by the Owner and the Contractor for the performance of the work described herein.

Contract Administrator means the person designated by the Owner who shall act as the Owner's representative during the term of this Contract.

Curbside means the designated physical location for the placement of Solid Waste accumulations intended for Residential Service Collection and disposal. This designated location shall be as near as possible to the traveled streets or alleys normally serviced by the Contractor's Collection vehicles, but in no case upon such street or alley. The intention of a Curbside designation is to allow Collection by waste control personnel in a rapid manner with walking or reaching minimized. In all cases, the Owner shall have the authority to approve or specify the precise location for such Curbside placement.

Customer means the person, organization or corporation responsible for payment of all Residential or Commercial Services used at a specific location, and further defined as that person, organization or corporation who signed the utility application or Commercial Service contract requesting that services be made available at the specific location and thereby agreeing to pay for all usage of such services occurring at the location.

Disposal Facility means the Marion County Landfill or other facility permitted and approved by the Florida Department of Environmental Protection to receive, process, transfer, and/or otherwise dispose of Solid Waste, Yard Waste or Recyclable Materials.

Disposal Costs means the "tipping fees" or landfill costs or processing fees charged to the Contractor by others for disposal of the wastes or recyclables collected by the Contractor.

Dwelling Unit means a living unit, house, mobile home, apartment, or building used primarily for human habitation.

Fiscal Year means the period between October 1 and September 30 of the following year.

Franchise Fee means the amount of money for which the Contractor shall be obligated to the City for the privilege of providing Solid Waste Collection service to Customers within the City and to refund the City for contract monitoring services.

Garbage means any refuse accumulation of animal, fruit or vegetable matter that attends the preparation, use, cooking and dealing in or storage of meats, fish, fowl, fruits or vegetables and any refuse accumulation of paper, wooden or paper boxes, or other containers, sweepings; and all other waste that is not Yard Waste and is non-recyclable.

Garbage Receptacle means any commonly available light gauge steel, plastic, or galvanized receptacle of a non-absorbent material, closed at one end and open at the other, furnished with a closely fitted top or lid and handle(s). A receptacle also includes a heavy duty, securely tied, plastic bag designed for use as a Garbage Receptacle. Any one receptacle including waste materials shall not exceed fifty (50) gallons in capacity or fifty (50) pounds in weight.

Hazardous Waste means waste, which is radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic Hazardous Waste as defined by federal, state, provincial or local law or any otherwise regulated waste. Hazardous Waste shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other applicable federal, state, or local laws or regulations.

Mechanical Container means and includes any detachable metal container designed or intended to be mechanically dumped into a loader/packer type of garbage truck used by the Contractor.

Owner means the City of Dunnellon, Florida. The term “Owner” is interchangeable with “City.”

Recyclable Materials means newsprint; corrugated cardboard; incidental craft paper; clear, green, brown and any other glass containers; metal cans; aluminum beverage containers, and any other materials as required by the Owner.

Recycle means any process by which Solid Waste, or materials which otherwise become Solid Waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.

Residential Service means the Solid Waste Collection service provided to persons occupying residential Dwelling Units in buildings with four (4) or fewer Dwelling Units within the City. The Owner of a building with two or more Dwelling Units may request Mechanical Container service.

Sludge means the accumulated solids, residues, and precipitates generated as a result of waste treatment or processing including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar waste disposal appurtenances.

Solid Waste means non-hazardous Garbage, Yard Waste and/or Recyclable Materials.

Special Waste means Solid Waste that can require special handling and management, which are not accepted at a Landfill or other Disposal Facility, or which are accepted at a Landfill or other Disposal Facility at higher rates than is charged for Garbage.

White Goods means discarded washers, dryers, refrigerators, ranges, water heaters, freezers, small air conditioning units, other similar domestic large appliances, and household furniture.

Work means work, services, materials, parts, or equipment furnished under and made part of this Agreement.

Yard Waste means Vegetative Matter resulting from landscaping maintenance (other than wastes generated by tree surgeons, landscapers or lawn maintenance services), including accumulation of lawn, grass, shrubbery cuttings or clippings and dry leaves, palm fronds, small tree branches (which shall not exceed four (4) feet in length and six (6) inches in diameter), bushes or shrubs, green leaf cuttings, fruits, or other matter usually created as refuse in the care of lawns and yards, except large branches, trees, or bulky or non-containerized material not susceptible to normal loading and Collection in loader packer type sanitation equipment used for regular Collections from domestic households.

2.00 TERM OF THE AGREEMENT.

- 2.01 The term of this **Agreement** shall be for a term of five (5) years beginning October 1, 2024, and terminating _____. Failure by the Contractor to commence work on October 1, 2024, will result in forfeiture of Contractor's bid bond and/or a claim on the performance bond.
- 2.02 Upon agreement by both parties, this Contract may be renewed for one (1) additional five (5) year period. In such event, a renewal contract must be executed at least one hundred twenty (120) days prior to the end of the contract term that is current at that time. Additional renewal periods may thereafter be approved by the parties with durations subject to mutual agreement of the Parties.

3.00 GENERAL OPERATIONAL REQUIREMENTS.

3.01 General Provision of Services.

The Contractor shall provide Solid Waste Collection services within the limits of The City of Dunnellon, Florida except for Collection of & disposal of Special Waste, Hazardous Waste, and Sludge. The Contractor shall have the exclusive right to provide such Collection services on behalf of Owner for its Customers, in accordance with the terms hereof.

3.02 Schedules & Routes.

The City reserves the right to deny the Contractor's vehicles access to certain streets, alleys, and public ways inside the City or outside the City enroute to the disposal facilities where it is in the best interest of the general public to do so due to condition of streets or bridges. The Contractor shall not interrupt the regular schedule and quality of service because of such street closures. Customers under this Contact shall be notified by the Contractor of the schedules provided with its proposal. The Contractor shall provide notification to the customers of any changes through, but not limited to, a newspaper of general circulation in Dunnellon. Emergency or approved route adjustments not affecting all the customers in the City may require other methods approved by the Public Works Manager. All route and/or schedule changes shall be approved by the City, at least ten (10) days prior to the actual change in routes or schedule.

The Contractor's attention is directed to the fact that at various times during the year, the quantity of refuse to be disposed of may fluctuate significantly as a result of storms, growing seasons, and acts of God. This additional workload will not be considered as adequate justification for failure of the Contractor to maintain the required collection schedules and routes unless approved by the City Council.

The following days shall be authorized holidays, **New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day**. If the regular Collection day falls on holiday, that service is not rendered, the Contractor shall collect all Solid Waste the next day after said holiday, notwithstanding the provisions set forth in the RFP or bid proposal. Any additional holidays shall be approved by the Contract Administrator.

On days when the disposal site generally used by the Contractor is closed in commemoration of an authorized holiday (or any other holiday), the Contractor shall reschedule the collection of that day's routes for the very next business day. The Contractor shall notify customers of this rescheduling two (2) weeks in advance. Notification shall be provided through, but not be limited to, notification in a newspaper of general circulation in Dunnellon and email notification to the Public Works Manager. If the next business day of service available has other regular pick-ups they must also be completed unless agreed to by the Public Works Manager.

3.03 **Disposal Facilities.**

All Solid Waste shall be transported to a state-approved and properly licensed disposal facility or recycling facility.

3.04 **Method of Collection.**

The Contractor shall make Collections with a minimum of noise and disturbance to Customers. Any Solid Waste spilled by the Contractor shall be picked up immediately by the Contractor. Garbage Receptacles and Recycling Bins shall be handled carefully by the Contractor, shall not be bent or otherwise abused, and shall be thoroughly emptied and left at the proper point of Collection. Any Garbage Receptacle or recycling bin found in a rack, cart or enclosure of any kind shall be returned upright to such rack, cart or enclosure and lids shall be placed securely and properly on the top of said Garbage Receptacles or recycling bin if applicable. In the event of damage, the Contractor shall be responsible for the timely repair or replacement of Garbage Receptacles and Recycling Bins.

3.05 **Conduct of Employees:** The Contractor shall see to it that its employees serve Customers in a courteous, helpful, and impartial manner. Contractor's Collection employees will be required to follow the regular walk for pedestrians while on private property. No trespassing by employees will be permitted, nor crossing

property of neighboring premises unless residents or owners of both such properties shall have given permission. Care shall be taken to prevent damage to property including Garbage Receptacles, bins, carts, racks, trees, shrubs, flowers, and other plants. The Contractor shall also be responsible for complying with the following terms and conditions:

- (a) Each vehicle operator shall at all times carry a valid driver's license for the type of vehicle that is being driven.
- (b) The Contractor shall provide operating and safety training for all personnel.
- (c) The Contractor's Solid Waste Collection employees shall wear a uniform or shirt bearing the company's name and employee's name.

3.06 **Spillage.**

The Contractor shall not litter or cause any spillage to occur. The Contractor may refuse to collect any Solid Waste that has not been properly placed as provided herein. During hauling, all Solid Waste shall be contained, tied, or enclosed so that leaking, spilling, and blowing is prevented. In the event of any spillage caused by the Contractor, the Contractor shall promptly clean up all such spillage.

3.07 **Protection of Adjacent Property and Utilities.**

The Contractor shall conduct its work in such a manner as to avoid damage to private or public property and shall promptly repair or pay for any damage incurred through its operations. The Contractor shall take cognizance of all existing utilities, shall operate with due care in the vicinity of such utilities, and shall immediately repair or have repaired at no additional cost to the Owner any damage caused by its operation.

3.08 **Customer's Failure to Secure.**

Contractor shall not assume responsibility for the homeowners' failure to secure its Solid Waste but shall pick up miscellaneous Solid Waste within five (5) feet of an authorized receptacle.

3.09 **Dangerous Animals.**

Employees of the Contractor shall not be required to expose themselves to the danger of being bitten or otherwise injured by dogs or other animals in order to accomplish Solid Waste Collection. In any case where the owner or tenants have such animals at large, the Contractor shall immediately notify the Contract Administrator of such condition and of the inability to make Collection because of such conditions.

3.10 **Collection Equipment.**

The Contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor to perform its contractual duties adequately and efficiently. For residential and commercial Solid Waste Collections, all equipment shall be kept in good repair, appearance and in a sanitary

and clean condition at all times. The Contractor shall have available reserve equipment which can be put into service within two (2) hours of any breakdown. Equipment is to be painted uniformly with the name of the Contractor, business telephone number and the number of the vehicle in letters not less than five (5) inches high on each side of the vehicle. All vehicles shall be numbered, and a record kept on the vehicle to which each number is assigned.

The Contractor shall provide, at its own expense, all labor, insurance, supervision, machinery and equipment, plant buildings, trucks and any other tools, equipment, accessories, and things necessary to maintain the standard of Collections, disposal, and processing set forth herein. All Collection vehicles of the Contractor shall be equipped with a means of direct communication.

3.11 **Title to Materials.**

The Owner reserves the right at all times to hold title and ownership to all Solid Waste collected by the Contractor.

3.12 **Storms, Hurricanes, Acts of God.**

In case of a storm, hurricane, or other act of God the Contract Administrator or his designee may grant the Contractor reasonable variance from regular schedules and routes. As soon as practicable after such event subsides, the Contractor shall advise the Contract Administrator and Customer of the estimated time required before regular scheduled and routes can be resumed. In the case of where it is necessary for the Contractor and the Owner to acquire additional equipment and to hire extra crews to clean the service area of debris and Solid Waste resulting from a storm, hurricane, or other Act of God, the Contractor shall be required to work with the Owner in all possible ways for the efficient and rapid cleanup of the service area. The Contractor shall receive extra compensation above that specified in this Contract for additional personnel, overtime, and cost of rental equipment, provided Contractor has first secured prior written authorization from the Contract Administrator. The total cost for such service shall be based on rates jointly agreed to in advance by the Contract Administrator or his designee and the Contractor. In the event of such storm, hurricane, or other Act of God, the Owner reserves the right to assign route or pickup priorities as deemed necessary by the Contract Administrator.

4.00 RESIDENTIAL SERVICES - CURBSIDE GARBAGE COLLECTION.

4.01 **Service to Dwelling Units.**

The Contractor shall collect and dispose of all Garbage from Dwelling Units which are Customers of Owner. Such Collection shall Include White Goods.

4.02 **Frequency of Collection.**

The Contractor shall collect Garbage from Dwelling Units within the City two (2) times per week, with Collections at least three (3) days apart. White goods shall be picked up within three (3) days of discovery and/or notice.

4.03 **Hours of Collection.**

Collection shall occur Monday through Friday and shall begin at a time mutually agreed to between the Contractor and the Contract Administrator no earlier than 7:00 AM. Collection shall cease no later than 6:00 PM. In the case of an emergency, Collection may be permitted at times not allowed by this paragraph following the approval of the Contract Administrator.

4.04 **Point of Pickup.**

Collection of Garbage shall occur Curbside. If a resident of a Dwelling Unit is disabled due to age or infirmity, the Contractor shall provide Backdoor Service at no additional cost. If it is necessary to designate an alternative pickup location, such designation shall be made by the Contract Administrator. Nothing in this section shall require the Contractor to remove Construction and Demolition Debris.

4.05 **Garbage Receptacles.**

The Contractor shall pick up all Garbage generated from Dwelling Units which has been properly prepared and placed for Collection in a standard size Garbage Receptacle not weighing more than 50 pounds, or in a heavy duty, securely tied plastic garbage bag. Damaged, lost, or stolen Garbage Receptacles shall be replaced within forty-eight (48) hours of discovery of damage, but no more than twice in any Contract year. The damaged garbage receptacle shall be picked up and disposed of in the appropriate manner.

4.06 **Vacant Residential Lots:** Any Garbage on vacant residential lots shall be picked up only after contact with Contract Administrator to establish the appropriate Customer to charge.

5.00 RESIDENTIAL SERVICES - CURBSIDE COLLECTION OF RECYCLABLE MATERIALS.

5.01 **Service to Dwelling Units.**

The Contractor shall collect Recyclable Materials from all Dwelling Units which are Customers of Owner.

5.02 **Frequency of Collection.**

The Contractor shall collect Recyclable Materials from Dwelling Units twice per month.

5.03 **Hours of Collection.**

Collection shall occur Monday through Friday and shall begin at a time mutually agreed to between the Contractor and the Contract Administrator no earlier than 7:00 AM. Collection shall cease no later than 6:00 PM. In the case of an emergency, Collection may be permitted at times not allowed by this paragraph following the approval of the Contract Administrator.

5.04 **Point of Pickup.**

Collection of Recyclable Materials shall occur Curbside. If a resident of a Dwelling Unit is disabled due to age or infirmity, the Contractor shall provide Backdoor Service at no additional cost. If it is necessary to designate an alternative pickup location, such designation shall be made by the Contract Administrator.

Contractor shall not be required to collect any Recyclable Materials that are not placed in a recycling bin. However, for purposes of this section, corrugated cardboard that is placed beside a recycling bin, whether broken down or not, and newspapers that are contained in paper or plastic bags and placed beside the recycling bin shall be considered as properly placed for Collection. Corrugated cardboard and newspaper that have been properly set out and have become wet due to weather conditions shall be collected by Contractor. In the event of Non-Collection Contractor shall immediately affix to the recycling bin a Non-Collection notice explaining why Collection was not made.

5.05 **Contaminated Recyclable Materials.**

If Recyclable Materials are contaminated through commingling with Garbage Contractor shall, if practical, separate the Garbage from the Recyclable Materials. The Recyclable Materials shall then be collected, and the Garbage shall be left in the recycling bin along with a Non-Collection notice of why the Garbage is not considered a Recyclable Material. However, in the event the Recyclable Materials and Garbage are commingled to the extent that they cannot easily be separated by Contractor, or the nature of the Garbage renders the entire recycling bin contaminated, Contractor shall not collect the materials. Contractor shall immediately affix to the recycle bin a Non-Collection notice explaining why Collection was not made.

5.06 **Recycling Bins.**

The Contractor shall be responsible for the purchase, distribution and replacement of Recycling Bins (19 gallons in size) to all Dwelling Units. Contractor shall be required to purchase and distribute new Recycling Bins to new and existing residential Customers that do not have Recycling Bins after the initiation date of this Contract. Contractor shall purchase and distribute Recycling Bins to new Dwelling Units that are added to the service area during the term of this Contract. The style, size, color, and design of the Recycling Bins shall be approved by Owner prior to ordering.

Contractor shall maintain sufficient Recycling Bins to ensure that extra or replacement Recycling Bins can be provided to Customers.

Contractor's employees shall take care to prevent damage to Recycling Bins by unnecessary rough treatment. Damaged, lost, or stolen recycling bins shall be replaced by Contractor, at Contractor's expense within forty-eight (48) hours of discovery of damage, but no more than twice in any Contract year. The damaged bin shall be picked up and disposed of in the appropriate manner.

Ownership of Recycling Bins shall rest with Contractor.

6.00 RESIDENTIAL SERVICES - CURBSIDE YARD WASTE COLLECTION SERVICE.

6.01 Service to Dwelling Units.

The Contractor shall collect and dispose of Yard Waste from all Dwelling Units which are Customers of Owner.

6.02 Frequency of Collection.

The Contractor shall collect Yard Waste from Dwelling Units at least one (1) time per week.

6.03 Hours of Collection.

Collection shall occur Monday through Friday and shall begin at a time mutually agreed to between the Contractor and the Contract Administrator no earlier than 7:00 AM. Collection shall cease no later than 6:00 PM. In the case of an emergency, Collection may be permitted at times not allowed by this paragraph following the approval of the Contract Administrator.

6.04 Point of Pickup.

Yard Waste shall be placed Curbside or at other such location agreed to by the Contractor that will provide safe and efficient accessibility to the Contractor's Collection crew. If it is necessary to designate an alternative pickup location, such designation shall be made by the Contract Administrator. Nothing in this section shall require the Contractor to remove Construction and Demolition Debris.

6.05 Preparation of Yard Waste for Collection.

The Contractor shall pick up all Yard Waste generated from Dwelling Units which has been properly placed for Collection. No single container or bundle shall exceed fifty (50) pounds in weight, limbs not longer than 4' and 6" in diameter and Collection is limited to a maximum of two (2) cubic yards per week. At no time shall the Contractor pick up or co-mingle Yard Waste with residential Garbage, unless otherwise agreed to by Owner.

7.00 RESIDENTIAL SERVICES - BULK YARD WASTE.

7.01 Service to Dwelling Units.

The Contractor shall collect and dispose of Bulk Yard Waste and from all Dwelling Units which are Customers of Owner.

7.02 Frequency of Collection & Procedure.

The Contractor shall collect Bulk Yard Waste after receipt of notification as contemplated herein. Customer will contact the City Public Works Department to request pickup up Bulk Yard Waste. The City Public Works Department will notify Contractor of such request within 24 hours or as soon as otherwise practical. Upon notification of a Bulk Yard Waste pickup, the Contractor, or his designee, shall inspect the Bulk Yard Waste and assign a fee for its pickup and disposal. The

Contractor will then pick up and dispose of the Bulk Yard Waste within seven (7) days. Alternately, a Customer request will cause the same procedure to be followed.

7.03 **Hours of Collection.**

Collection shall occur Monday through Friday and shall begin at a time mutually agreed to between the Contractor and the Contract Administrator no earlier than 7:00 AM. Collection shall cease no later than 6:00 PM. In the case of an emergency, Collection may be permitted at times not allowed by this paragraph following the approval of the Contract Administrator.

7.04 **Point of Pickup.**

Bulk Yard Waste shall be placed Curbside or at other such location agreed to by the Contractor that will provide safe and efficient accessibility to the Contractor's Collection crew. If it is necessary to designate an alternative pickup location, such designation shall be made by the Contract Administrator. Nothing in this section shall require the Contractor to remove Construction and Demolition Debris.

7.05 **Preparation of Bulk Trash for Collection.**

Bulk Yard Waste shall not exceed four (4) feet in length and need not be containerized.

8.00 RESIDENTIAL SERVICES – MECHANICAL CONTAINER COLLECTION.

8.01 **Service.**

If requested, the Contractor shall provide Mechanical Containers for the accumulation of multi-family Solid Waste for buildings with two or more dwelling units, but no more than four dwelling units. Buildings with more than four Dwelling Units shall be provided with commercial services. The number and size of Mechanical Containers shall be mutually agreed upon by the Customer and the Contractor. Where mutual agreement is not reached, the Contractor Administrator shall determine the appropriate number and size of Mechanical Containers. The Contractor shall collect and dispose of all Solid Waste and from all Dwelling Units whose waste materials are collected by Mechanical Container.

8.02 **Frequency of Collection.**

The Contractor shall collect Solid Waste from multi-family Dwelling Units serviced by Mechanical Container within the service area two (2) times per week, with Collections at least three (3) days apart.

8.03 **Hours of Collection.**

Collection shall begin no earlier than 7:00 A.M. and shall cease no later than 6:00 P.M. on days of Collection.

8.04 **Point of Pickup.**

Mechanical containers may be set at locations that are mutually agreed upon by the Customer and the Contractor and which are convenient for Collection by the Contractor. Where mutual agreement is not reached, the Contract Administrator

shall designate the location. If a Mechanical Container is requested, it will be provided at the rate established by the City. In no case shall Mechanical Containers be placed in a location different than that designated on approved site development plans, or in an area that would create a traffic safety hazard.

9.00 COMMERCIAL SERVICES - SOLID WASTE COLLECTION.

9.01 **Service.**

The Contractor shall collect and dispose of commercial Solid Waste, except Special Waste from all Commercial Solid Waste Customers within the City.

9.02 **Frequency of Collection.**

The frequency of Collection is dependent on the volume of Solid Waste generated by the Customer and shall be mutually agreed upon between the Contractor and Customer.

9.03 **Hours of Collection.**

Collection located close to residential areas shall occur no earlier than 7:00 a.m. All collection shall cease no later than 6:00 P.M. In the case of an emergency, Collection may be permitted at times not allowed by this paragraph following the approval of the Contract Administrator.

9.04 **Point of Pickup.**

Commercial Solid Waste Customers shall accumulate Solid Waste at locations that are approved by Owner and mutually agreed upon by the Customer and the Contractor and which are convenient for Collection by the Contractor. Where mutual agreement is not reached, the Contract Administrator shall designate the location.

9.05 **Commercial Receptacles.**

Commercial establishments shall use Mechanical Containers except where Mechanical Containers are not practicable. Damaged receptacles and containers shall be replaced within seven (7) days of discovery of damage.

10.00 COMMERCIAL SERVICES - RECYCLING COLLECTION SERVICES.

10.01 **Service.**

Recycling will be offered to commercial Solid Waste Customers. Commercial Customers may contract with a service provider other than Contractor for Collection of Recyclable Materials upon supplying written notice to Owner's Public Works Department.

10.02 **Frequency of Collection.**

The frequency of Collection is dependent on the volume of Recyclable Materials generated by the Customer and shall be mutually agreed upon between the Contractor and Customer.

10.03 **Hours of Collection.**

Collection located close to residential areas shall occur no earlier than 7:00 a.m. All collection shall cease no later than 6:00 P.M. In the case of an emergency, Collection may be permitted at times not allowed by this paragraph following the approval of the Contract Administrator.

10.04 **Point of Pickup.**

Commercial Customers shall accumulate Recyclable Materials at locations that are approved by Owner and mutually agreed upon by the Customer and the Contractor and which are convenient for Collection by the Contractor. Where mutual agreement is not reached, the Contract Administrator shall designate the location.

10.05 **Recycling Bins.**

The Contractor shall be responsible for the purchase, distribution, and replacement of Recycling Bins for commercial services. Damaged, lost, or stolen recycling bins shall be replaced by Contractor, at Contractor’s expense within forty-eight (48) hours of discovery of damage, but no more than twice in any Contract year.

11.00 CITY GOVERNMENT WASTE DISPOSAL.

11.01 **City Government Waste Disposal, Scheduled.**

The Contractor at no charge to Owner, shall provide Mechanical Containers and collect and dispose of all Solid Waste from municipal locations listed as follows:

| | | Size | Times per week |
|-------------------------|---------------------------------|----------|----------------|
| Fire Department | 20612 W. Pennsylvania Ave. | 4-yard | 1 |
| Public Services | 11924 Bostick Street | 6-yard | 1 |
| Cemetery | 10940 SW 210 th Ave. | 2-yard | 1 |
| Dinkins Park/City Beach | 12100 Palmetto Ct. | 4-yard | 1 |
| Ernie Mills Park | 11899 Bostick Street | 6-yard | 1 |
| Centennial Park | 12196 S. Williams St. | 2-yard | 1 |
| Little League Fields | 2214 S. Bridges Rd. | 2-6 yard | 1 |
| Cemetery Yard Waste | | 2-yard | As needed/call |

Such Collection shall be incorporated into established routes. The Owner reserves the right to modify this list to accommodate new municipal locations that may be added during the term of this Contract.

11.02 **Other City Waste Disposal, Unscheduled.**

The Contractor shall provide a fee schedule or price list for corrugated boxes and liners as well as dumpsters necessary for trash collection during special events held within the City.

12.00 BILLING AND PAYMENTS.

12.01 **Billing for Residential Services.**

The Contractor shall bill Owner directly for all Residential Services. Owner will bill each Residential Service Customer at the rates approved by Owner. The rates billed by the Owner to Residential Service Customers will be based on the rates agreed to by the City and the Contractor.

12.02 **Billing for Commercial Services.**

The Contractor shall bill all Commercial Services to each respective commercial Customer. Computer database information regarding all commercial billing must be in a format that is compatible with the information technology systems of the City, and shall be supplied to Owner upon request.

12.03 **Services Billed By Owner.**

The Contractor shall submit an invoice to the Owner by the 10th day of each month for all services rendered during the previous month for such services which are billed by the Owner to Customers.

NOTE: The sums due shall be based upon the prices included in the Response of Contractor to RFP BID2024-03, subject to any conditions of adjustments as may be provided under this Contract. Contractor's unit prices shall include separately disclosed disposal cost, as may be applicable.

12.04 **Billing - Initiation, disconnection, change of service.**

Owner and Contractor shall direct Customers to initiate new service, disconnect services, or make changes to services with the entity that is responsible for billing the type of service received.

12.05 **Payment by Owner to Contractor**

The Owner shall make payment within twenty (20) days after receipt of a thirty (30) day/monthly billing cycle invoice, with the first payment being made approximately fifty (50) days after commencement of services. For each billing cycle, payments shall be calculated by adding the actual Solid Waste Collection billing for that cycle, as evidenced by the City's cycle billing register, for serviced provided by the Contractor reflecting unit changes and/or status changes in residential Customers (Contractor bills for Commercial Services); and any special handling charges collected during the previous cycle, less liquidated damages charged against contractor for the previous month. The cycle payment each month shall be adjusted for call-in work performed during the prior month by order of the Public Works Manager. Any changes by the Owner to its cycle billing, increasing or decreasing the cycles, will affect the number of payments per month, timing of payments to the Contractor and calculations accordingly.

Owner pro-rates a Customer's sanitation bill in the event of a partial month of service. This will happen in the event a Customer temporarily stops service, closes his/her account, or establishes new service at some point within the month. The City will only forward to the Contractor the billed amount.

Payments will be made to the Contractor no later than the last day of the month following the month services were rendered.

12.06 **Annual Franchise Fee (Commercial Services).**

The commercial “franchise fee” shall be the amount of money for which the Contractor shall be obligated to the City for the privilege of providing solid waste collection services to customers within the City, and to refund the City for billing and or contract monitoring services. The fee is 15% of commercial account revenues of the Contractor's gross revenue from the Contract entered into by Contractor and City per these specifications. The fee is to be paid on a quarterly basis by the Contractor to the City no later than the last day of the month following quarter end.

12.07 **Uncollectable Accounts.**

Contractor will be responsible for uncollectable (bad debt) commercial accounts and the City will be responsible for the uncollectable (bad debt) for residential accounts.

13.00 MODIFICATIONS/ADJUSTMENTS.

13.01 **Annual Adjustments to Collection and Hauling Component of Rates and Charges.**

On October 1, 2025, and annually on October 1, thereafter, the Collection component of the Rates and Charges may be adjusted to reflect any changes in the costs of Collection during the previous Fiscal Year due to inflation or deflation. If the Contractor is seeking an adjustment, the Contractor shall submit a written request to the Contract Administrator at least forty (40) calendar days prior to October 1 (i.e., on or before June 1st) of the fiscal year for which the adjustment is sought. The Contractor’s request shall contain sufficient information to confirm that the Contractor’s request complies with the requirements in this section.

The adjustment to the Collection portion of the Rates and Charges in Residential and Commercial Accounts shall be based on the changes in the Garbage and Trash Consumer Price Index, as applicable, during the previous fiscal year. The adjustments shall reflect the percentage change in the Garbage and Trash CPI measured from April 1st in the previous calendar year to March 31st of the calendar year in which the adjustment will occur.

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

13.02 **Adjustment to Disposal Component of Rates and Charges.**

The disposal component of the Rates and Charges is a pass-through cost in this Contract to the designated Disposal Facility. Any rate decrease at the designated Disposal Facility shall be automatically adjusted down with corresponding monthly disposal cost. Any disposal rate increase shall take place on October 1st of each year or with the approval of the City Council. The Contractor may not request a change in the disposal cost component without a ten (10%) percent rate of increase that will last for more than one (1) year.

13.03 **Disposal Cost Negotiations.**

Should the Contractor negotiate with Marion County or any other entity or person regarding Solid Waste disposal sites and the cost of Solid Waste disposal, Contractor shall notify Owner of the time and place of such negotiations. The Owner shall have the right to attend and participate in such negotiations. It is the intent of the parties that the Owner be afforded the opportunity to participate in achieving the lowest tipping fee or cost of disposal available.

13.04 **Petition to Owner for Unusual Cost Rate Adjustment.**

The Contractor may petition the Owner for an unusual cost(s) rate adjustment to the Rates and Charges, based on unusual changes in its cost of doing business. Any petition for a rate adjustment for unusual costs must be based upon extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one year. Any rate adjustment must be approved through a written amendment to this Contract and will take effect at the beginning of each Fiscal Year for the City (October 1st). The Contractor's request shall contain substantial proof and proper justification to support the need for the rate adjustment. The Owner may request from the Contractor, and the Contractor shall provide, such further information as may be reasonably necessary in making its determination. The Owner shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the Owner. Unusual cost adjustments shall be specific to only the component(s) that is requested and approved. Unusual cost adjustment requests shall exclude fuel and disposal adjustments.

If any extraordinary and unusual changes in the costs of operations occur that reduce the Contractor's cost, these changes shall entitle the Owner to receive a residential unit rate decrease equal to fifty (50%) percent of the savings realized by the contractor.

13.05 **Modifications to Scope and/or Level of Service.**

The Owner at its sole discretion may modify the scope of this Contract and/or the level of Solid Waste Collection services provided under this Contract if it is determined to be in the best interest of the Owner or to comply with changes in

laws and regulations. The Owner and the Contractor agree to negotiate any impacts of such modifications in good faith and shall reduce the same to writing and shall execute same as amendments to this Contract.

13.06 **Levels and Type of Service for Collection of Other Wastes.**

To the extent the Contractor is licensed to do so and should the Contractor agree to collect Special Waste, Hazardous Waste, or Sludge, a written agreement between the Contractor and the Customer shall be entered into regarding the level and type of service to be provided, at a rate to be negotiated between the parties involved.

14.00 ADMINISTRATION.

14.01 **Liaison Between Owner and Contractor.**

All dealings, contracts, notice and payments between the Contractor and the Owner shall be directed by the Contractor to the Contract Administrator identified herein.

14.02 **Contractor's Office.**

The Contractor shall provide at its expense a local telephone number where complaints shall be personally received without a recording device, and handled during normal working hours of each week and shall provide for prompt handling of emergency complaints and all other special or emergency complaints or calls.

14.03 **Contractor's Officer.**

The Contractor shall assign qualified personnel to oversee the operations within the service area, and he/she shall be responsible to the Contract Administrator and be accessible at reasonable times of call. The Contractor shall give the names and day and night telephone numbers of the personnel to the Owner. Information regarding the persons' experience and qualifications shall be furnished. Supervisory personnel must be available to direct operations in a satisfactory manner. Said supervisors must be available for consultation with the Contract Administrator, or Customers within a reasonable, practicable time after notification of a request for such consultation.

14.04 **Notification to Owner.**

The Contractor shall notify the Owner in writing about complaint procedures, regulations, and the days of Collection.

14.05 **Notification to Customers.**

The contractor, at its expense, will provide notification to all residential and commercial Customers of the appropriate contact information regarding the Contractor, fees and level of service provided. All notices from the contractor will be reviewed and approved by the City prior to mailing.

14.06 **Contract Administrator Supervision.**

The Contractor's performance of this Contract shall be supervised by the Contract Administrator. If at any time during the term of this Contract, performance satisfactory to the Contract Administrator is not made the Contractor, upon

notification by the Contract Administrator shall increase the force, tools, and equipment as needed to properly perform the requirements set forth in this Contract. The failure of the Contract Administrator or his designee to give such notification shall not relieve the Contractor of his obligation to perform the work at the time and in the manner specified by this Agreement.

14.07 **Right to Inspection.**

The Contract Administrator may appoint qualified persons to inspect the Contractor's operations and equipment at any reasonable time, and the Contractor shall admit Authorized Representatives of the Owner to make such inspections at any reasonable time and place.

14.08 **Books and Records.**

The Owner shall have the right to review all records which pertain to this Contract and are maintained by the Contractor at any reasonable time.

14.09 **Holidays.**

The following days shall be authorized holidays, **New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.** If the regular Collection day falls on holiday, that service is not rendered, the Contractor shall collect all Solid Waste the next day after said holiday, notwithstanding the provisions set forth in the RFP of bid proposal. Any additional holidays shall be approved by the Contract Administrator.

14.10 **Subcontractors, Assignment and Change of Control.**

Subcontractors will not be permitted under the terms of this Contract. Contractor shall make no assignment of its rights or obligations under the Contract without first obtaining the written consent of the Owner. Consent may be withheld for any reason. In the event Contractor is a corporation, partnership or other equal entity, there shall be no change in the direct or indirect legal or factual control of such entity without first obtaining the written consent of the Owner. A change of legal control includes, but is not limited to, a transfer of the ownership of over 20% of the Contractor or any person or entity owning a 20% or greater interest, direct or indirect, in the Contractor.

15.00 PERFORMANCE, COMPLAINTS, DISPUTES.

15.01 **Quality of Service Review.**

The Contractor shall furnish the Contract Administrator with every reasonable opportunity to ascertain whether the work, as performed, is in accordance with the requirements of this Contract.

15.02 **Complaints.**

All complaints, whether received in person, by email, or telephone, shall be recorded. The Contractor shall prepare, in accordance with the format approved by the Owner, and maintain a register on the disposition of each Customer complaint.

Such record shall be available for Owner inspection during business hours. The form shall indicate the day and hour on which the complaint was received and the day and hour on which it was resolved. A monthly listing of all the complaints filed of both residential and commercial and their disposition shall be mailed monthly to the Contract Administrator.

Complaints received before 12:00 noon each day shall be serviced before 5:00 p.m. that day. Complaints received after 12:00 noon shall be serviced before 12:00 the following business day. Complaints received on Sundays and/or holidays shall be addressed the following business day. Each complaint shall be considered legitimate unless challenged by the Contractor.

Legitimacy of challenged complaints shall be determined on the basis of a joint inspection by a representative of the City and representative of the Contractor within five (5) days after submittal of such disagreement. Disputes shall be referred to the Contract Administrator and his/her decision shall be final.

15.03 Liquidated Damages.

Should the Contractor fail to perform in accordance with the provisions of this Contract the Owner shall, in addition to the amounts provided in other provisions of this Contract, be entitled to claim against the performance bond of the Contractor, or deduct from the next regularly scheduled payment to the Contractor, the following amounts, not as a penalty but as liquidated damages for such breach of contract:

In the event legitimate complaints, as determined by the Owner, shall exceed thirty (30) complaints by residential Customers within the service area served by the Contractor during any City Fiscal Year, or five (5) complaints by residential Customers billed by Owner within the service area as specified, during any one calendar month, the Owner shall charge Contractor \$100.00 per incident as liquidated damages for those actions related to service, including but not limited to:

1. Co-mingling residential Garbage with Yard Waste and/or Recyclable Materials, unless for the purpose of incineration at an approved waste-to-energy disposal facility.
2. Damaged container not replaced within seven days, (48) hours for residential.
3. Throwing of Garbage receptacles or recycling bins.
4. Failure to repair damage to Customer property within (48) hours.
5. Failure to collect Garbage, Yard Waste, or Recyclable Materials on two consecutive scheduled days.
6. Failure to report damage to ROWs, utilities or equipment not owned by the contractor.

The Owner may charge Contractor \$100.00 per day as liquidated damages for the following infractions of this Contract without regard to the number of Customer complaints:

1. Failure to provide clean, safe, sanitary equipment.
2. Failure to maintain office hours as required.
3. Operator not licensed.
4. Failure to provide documents and reports in a timely and accurate manner.
5. Failure to cover materials on Collection vehicle(s).
6. Collection employees out of uniform.
7. Name and phone number not displayed on equipment or containers.
8. Not providing schedule and route maps on a timely basis.
9. Speeding upon conviction.
10. Using improper truck to service commercial or residential Customer.
11. Performing residential Collection at different hours than prescribed herein.
12. Failure to clean spillage at time of occurrence.

Changing routes without the proper notification will result in a charge of \$1,000.00 per incident as liquidated damages.

Failure to deliver Solid Waste to a Disposal Facility will result in a charge of \$1,000.00 as liquidated damages. A third offense will result in termination of the Contract.

Failure to complete a route on the regular scheduled pick-up day will result in a charge of \$1,000.00 as liquidated damages for each route per day not completed.

In the event the Contractor wishes to contest any charge of liquidated damages, Contractor shall, within five (5) days after receipt of notice of such charges, request in writing an opportunity to be heard by the City Council and present its defenses at the next regular City Council meeting. The Owner shall notify the Contractor in writing of any action taken with respect to the Contractor's claims and the decision of the Owner will be final.

15.04 **Disputes about Collection of Certain Items.**

It is recognized that disputes may arise between the Owner and Contractor with regard to the Collection of certain items due to disputes over the specific language of the Contract. The Contract Administrator may from time to time notify the Contractor by telephone to remove all such Solid Waste. Should the Contractor fail to remove the Solid Waste within Twenty-four (24) hours from time of notification, the Owner will do so, and all costs incurred by the Owner shall be deducted from compensation due the Contractor. Notice of the amount deducted shall be given to the Contractor. If it is determined that disputed Solid Waste did not conform to Contract specification, the Contractor shall be credited for the costs deducted for Owner's removal.

16.00 DEFAULT/BREACH OF CONTRACT.

16.01 It shall be the duty of the Contract Administrator to observe closely the Solid Waste Collection, disposal and salvage operations and Contractor shall be deemed to be in default of this Contract, if, in the opinion of the Contract Administrator, any of the following events occur:

- The Contractor takes the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or a petition or answer seeking re-adjustment of its indebtedness under the federal United States, or any state thereof, or consent to the appointment or a receiver trustee, or liquidator of all or substantially all its property; or,
- By order or decree of a court, the Contractor shall be adjudged bankrupt, or an order shall be made approving a petition filed by any of its creditors or by any of the Stockholders of the Contractor seeking its reorganization or the readjustment of its indebtedness under federal bankruptcy laws or under any law of statute of the United States or of any state thereof; provided that, if any such judgement is stayed or vacated within sixty (60) days after the entry thereof, any notice of cancellation shall be and become null, void, and of no effect; or,
- By or pursuant to or under authority of any legislative act, resolution, or rule, or any order or decree of any court or government bond, agency, or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all (or substantially all) of the property of the Contractor and such possession or control shall continue in effect for a period of sixty (60) days; or,
- The Contractor shall voluntarily abandon, desert, or discontinue its operation hereunder granted; or,
- If any lien is filed against the Owner or third parties because of any omission of the Contractor and is not removed or the Owner adequately secured, by bond or otherwise, within ninety (90) days after the Contractor has received written notice thereof; or,
- The Contractor has abandoned, failed or refused to perform or observe each and every promise in this Contract, or has failed or refused to comply with the instructions of the Contract Administrator relative thereto;

then such shall be considered a material breach of this Contract, and the Contract Administrator shall notify the Contractor in writing of the breach. A copy of such written notice is to be mailed to the surety on the performance bond. If within a period of seven (7) days from the days of the notice the Contractor has not eliminated the conditions considered to be a breach of contract, the Contract Administrator shall so notify the Owner and a public hearing shall be set for a date

within fifteen (15) days of such notice. The Contract Administrator shall concurrently notify the Contractor and the surety of the date and place of the public hearing at which the Contractor shall be required to show cause why the Contractor has not breached the terms of this Contract. Should the Contractor fail to appear at the hearing or fail to show cause why it has not breached the terms of this Contract, to the satisfaction of the Owner, the Owner shall declare a default on this Contract and notify the Contractor and the surety on the performance bond of such a declaration of default or authorize the Contract Administrator to take such other action.

If, however, the Contractor or his surety fails to cure such default within two (2) days after the final decision, then the Owner may thereupon declare the contract cancelled. Upon such a declaration of default, all payments due the Contractor shall be retained by the Owner and applied to the completion of this Contract and to damages suffered and expenses incurred by the Owner by reason of such default, unless the surety on the performance bond shall assume this Contract, in which event all payments remaining due to the Contractor at the time of default, less amount due the Owner from the Contractor and less all sums due the Owner for damages suffered and expense incurred by reason of such default, shall be due and payable to such surety. Thereafter, such surety shall receive monthly payments equal to this that would have been paid to the Contractor had said Contractor continued to perform the Contract. If such surety fails to exercise such option, the Owner may complete this Contract or any part thereof, either by day labor or by releasing the Contract, and to procure other vehicles of the same and to charge the cost of the same to the Contractor, together with the costs incident thereto.

In the event the Owner completes this Contract at a lesser cost than would have been payable to the Contractor under this Contract if the same had been fulfilled by said Contractor, then the Owner shall retain such difference. Should such cost to the Owner be greater, the Contractor shall be liable for and pay the amount for such excess to the Owner. Any transfer or assignment of the responsibilities of the Contractor by the surety must be approved by the Owner. The Contractor shall be excused from performance in cases of war, insurrection, riot, acts of God, or other causes beyond the Contractor's control for the purpose of this section. A strike shall be considered within the control of the Contractor. During such period, the liability of the Owner to the Contractor for loss or damage to such equipment so used shall be that of a bailee for hire, ordinary wear and tear being specifically except from such liability provided, however, if the Contractor is unable for any reason to resume performance at the end of thirty (30) calendar days, the Owner shall be free to negotiate with other contractors for the operation of said Collection services and to terminate this Contract. Such operation with another contractor shall not release the Contractor herein of its liability to the Owner for such breach of this Contract.

Except as otherwise provided in this Contract, any dispute concerning a question of fact or of interpretation of a requirement of the Contract which is not disposed of by mutual consent between the parties shall be decided by the Contract Administrator who shall reduce the decision in writing and furnish a copy thereof

to the parties. In connection with any dispute proceeding under this clause the party shall be afforded an opportunity to be heard and to offer evidence in support of its version of the facts and interpretation of the Contract. The Contract Administrator shall make such explanation as may be necessary to complete, explain or make definite the provision of this Contract and the findings and conclusions shall be final and binding on both parties. Pending the final decision of a dispute, the Contractor shall proceed diligently with the performance of the Contract in accordance with the preliminary directions of the Contract Administrator.

In the event of a default as described herein, the Contractor shall be liable to Owner for all damages including, but not limited to, reasonable attorneys' fees and court costs. Repeated failure to perform as required by this Contract or repetitive default of similar nature shall be grounds for the Owner to terminate this Contract. Owner may, notwithstanding any other provisions of this Contract, elect to proceed with any legal remedy available to it under the provision of applicable laws in the event of a breach of contract.

16.02 **Owner Not Liable for Delays.**

It is expressly agreed that in no event shall the Owner be liable or responsible to the Contractor or to any other person on account of any stoppage or delay in the work provided for herein, by injunction or other legal or equitable proceedings brought against the Contractor, or from or by or on account of any delay from any cause over which the Owner has no control.

16.03 **Enforcement and Waiver.**

The failure of the Owner at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the Owner thereafter to enforce same. Nor shall waiver by the Owner of any breach of provisions hereof taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

17.00 PERMITS & LICENSURE.

The Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect.

18.00 BONDS AND SURETIES.

18.01 **Performance Bond.**

The Contractor shall furnish a Performance bond as security for the performance of this Contract with the Owner. Said performance bond will be in the amount of \$500,000.00. Premium for the bond described above shall be paid by the Contractor.

18.02 **Requirements as to Surety.**

The performance bond shall be written by a surety company satisfactory to the Owner, with A.M. Best Financial Rating of A Class XV for the most current

calendar year available. Any Surety shall be required to have a resident agent in the State of Florida and shall be duly licensed to conduct business therein.

19.00 INSURANCE REQUIREMENTS.

19.01 Coverage.

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

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

The Contractor shall procure and maintain the following described insurance, except for coverage specifically waived by Owner, on policies and with insurers acceptable to the City, and insurers with AM Best ratings of no less than A.

These insurance requirements shall in no way limit the liability of the Contractor. The Owner does not represent these minimum insurance requirements to be sufficient or adequate to protect the Contractor's interests or liabilities but are merely minimums.

Except for workers' compensation and professional liability, the Contractor's insurance policies shall be endorsed to name the City of Dunnellon as additional insured. It is agreed that the Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by The City of Dunnellon for liability arising out of the operations of this agreement.

Except for workers' compensation, the Contractor waives its right of recovery against Owner, to the extent permitted by its insurance policies.

The Contractor's self-insured retentions shall be disclosed to Owner and may be disapproved by Owner. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor, or any other insurance of the Contractor shall be considered primary, and insurance of Owner shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf

of the City of Dunnellon, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract, or lease.

Commercial General Liability: This insurance shall be an “occurrence” type policy written in comprehensive form and shall protect the Contractor and the additional insured against all claims arising from bodily injury, sickness, disease, or death of any person other than the Contractor’s employees or damage to property of Owner or others arising out of any act or omission of the Contractor or its agents, employees, and to be inclusive of property damage resulting from explosion, collapse or underground (XCU) exposures. This policy shall also include protection against claims insured by usual personal injury liability coverage, and to insure the contractual liability assumed by the Contractor under the article entitled **INDEMNIFICATION**.

The liability limits shall not be less than:

| | |
|--------------------------------------|---|
| Bodily Injury and Property Damage | \$1,000,000 Single limit each occurrence |
|--------------------------------------|---|

Business Automobile Liability: Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The liability limits shall not be less than:

| | |
|--------------------------------------|---|
| Bodily Injury and Property Damage | \$300,000 Single limit each occurrence |
|--------------------------------------|---|

Workers’ Compensation: Workers’ Compensation coverage to apply for all employees for statutory limits and shall include employer’s liability with a limit of \$100,000 each accident, \$500,000 disease policy limits, \$100,000 disease limit each employee. (“All States” endorsement is required where applicable). If exempt from Worker’s Compensation coverage, as defined in Florida Statue 440, the Other Party will provide a copy of State Workers’ Compensation exemption.

The Contractor shall also purchase any other coverage required by law for the benefit of employees.

Excess Liability: This insurance shall protect the Contractor and the additional insured against all claims in excess of the limits provided under the employer’s liability, commercial automobile liability, and commercial general liability policies. The policy shall be an “occurrence” type policy and shall follow the form of the General and Automobile Liability.

The liability limits shall not be less than: \$1,000,000.

EVIDENCE/CERTIFICATES OF INSURANCE

Required insurance shall be documented in Certificates of Insurance. The City shall be notified at least 30 days in advance of cancellation, nonrenewal or any other adverse change in coverage by the insurance carrier and/or the Contractor.

New Certificates of Insurance are to be provided to the City at least 15 days prior to coverage renewals.

If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance forms and endorsements, or mutually agree to a place, time, and location where the City can review the policies if needed.

For Commercial General Liability coverage, the Contractor shall, at the option of the City, provide an indication of the amounts of claims payments or reserves chargeable to the aggregate amount of liability coverage. Except that said indication of the amounts of claims payments provided to the City shall not include the actual settlement agreements or identify the parties thereto to protect the confidentiality of settlement agreements.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

19.02 Certificates of Insurance.

Certificates of all insurance required from the Contractor and each policy shall be filed with the Owner and shall be subject to its approval for adequacy and protection. Certificates from the insurance carrier stating the types of coverage provided, limits of liability, and expiration dates, shall be filed in triplicate with the Owner before operations commence. If the initial insurance expires prior to the completion of the work, renewal certificates shall be furnished, within ten days prior to expiration.

20.00 COMPLIANCE WITH LAWS.

20.01 Compliance With Laws And Regulations.

The Contractor hereby agrees to abide with all applicable Federal, State, and local laws and regulations. Further, the Contractor is aware of the requirements of the Florida Solid Waste Management Act and is responsible for determining the impact of this legislation on its operations.

20.02 Fair Labor Standards Act.

The Contractor is required and hereby agrees by execution of this Contract to pay all employees not less than the Federal minimum wage and to abide by other requirements as established, amended, and changed from time to time. No person shall be denied employment by the Contractor for reasons of race, sex, national origin, creed, age, physical handicap, or religion.

20.03 **Employment Eligibility Verification (E-Verify).**

Pursuant to Florida Statutes, Section 448.095, the Contractor shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the Contractor shall require any and all subcontractors performing work in accordance with this RFP and any subsequent contract to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work hereunder as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the contractor stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the contractor must keep a copy of said affidavit for the duration of any agreement entered into hereunder. Violation of this section will subject to immediate termination of any agreement entered into by the City with Contractor without regard to any notice otherwise required herein. In the event the City incurs costs as a result of the contractor's breach of this provision, any and all such costs shall be paid by the contractor immediately upon receipt of notice of the same from the City. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

20.04 **Public Entity Crimes.**

As required by section 287.133, Florida Statutes, the Contractor warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The Contractor further warrants that it will neither utilize the services of, nor contract with, any supplier, subcontractor, or consultant in connection herewith for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

20.05 **City Ordinances.**

Nothing contained in any ordinance of the City now in effect or hereafter adopted, pertaining to the Collection of Solid Waste, shall in any way be construed to affect, change, or modify or otherwise alter the duties, responsibilities, and operation of the Contractor in the performance of the terms of this Contract. It is the intention hereof that the Contractor be required to perform strictly the terms of this Contract, regardless of the effect or interpretation of any municipal ordinances which relate in any way to Solid Waste.

NOTE: If the provisions of this Contract are not consistent with City's existing Garbage and Trash Ordinance (Chapter 50, Section 4), then the City may initiate amendments to its Ordinance to align with the provisions of the Contract.

21.00 INDEMNIFICATION.

The Contractor hereby agrees to indemnify and hold harmless the City of Dunnellon, its officers, directors, representatives, employees, agents, servants and anyone acting under its supervision, direction and/or control, from and against any and all claims for infringement of any United States Patent, registered trademark, trademark and all other claims, damages, loss, delays, costs or expenses of any kind or nature, including attorneys' fees and costs arising out of this Contract or resulting from the performance of the work, furnishing of services and/or furnishing of material, goods, or equipment (included but not limited to claims regarding defect in materials goods or equipment) and caused in whole or in part by the negligence, breach of contract, default, act or omission of Contractor, its officers, directors, employees, servants, agents, subcontractors, and/or any individuals acting under its supervision, direction, and/or control, in its behalf, or for which Contractor is legally responsible, in connection with, arising out of, and/or incident to the Contract or the performance of the work. The Contractor shall also indemnify and hold harmless the City of Dunnellon from and against any and all claims against the City, its officers, directors, representatives, employees, agents, servants and anyone acting under its supervision, direction and/or control, made by any employee, agent, or servant of the Contractor or of subcontractor of Contractor. The indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under any Worker's Compensation Act, Disability Benefit Act, or other Employee Benefit Act.

22.00 VENUE, JURISDICTION AND ATTORNEY FEES.

Venue and jurisdiction over the terms, conditions and parties to this Contract shall be the state or federal courts in and for Marion County, Florida or in the Florida Middle District. The prevailing party in any dispute shall be entitled to reasonable attorneys' fees and costs if litigation is instituted.

23.00 SEVERABILITY.

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

24.00 PUBLIC RECORDS.

The Contractor shall maintain public records required by the Owner to perform the services.

Upon request from the Owner's custodian of public records, the Contractor shall provide the Owner 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 Chapter 119, Florida Statutes or as otherwise provided by law.

The Contractor shall 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 Contract if Contractor does not transfer the records to the Owner.

Upon completion of this Contract, Contractor shall transfer, at no cost, to Owner all public records in possession of Contractor or keep and maintain public records required by Owner to perform the service. If the Contractor transfers all public records to Owner upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Owner, upon request from Owner's custodian of public records, in a format that is compatible with the information technology systems of Owner.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK'S OFFICE
CITY OF DUNNELLON
20750 RIVER DRIVE
DUNNELLON, FL 34431
MODOM@DUNNELLON.ORG
(352) 465-8500**

25.00 CONTRACT DOCUMENTS.

This **Contract** includes and is governed by the Request for Proposal #RFP2024-03 and the Rate Sheet attached as Exhibit "A" all of which are incorporated by reference.

Approved by the City Council of the City of Dunnellon, Florida this _____ day of _____ 2024.

City of Dunnellon

ATTEST:

Walter L. Green, Mayor

Amanda L. Odom, City Clerk

WITNESSES:

Name of Sanitation Company

_____ by: _____

_____ Title: _____

EXHIBIT "A" – RATE SHEET