

**RFP # 001-25**

**REQUEST FOR PROPOSALS**

**FOR**

**RESIDENTIAL SOLID WASTE, YARD WASTE  
RECYCLING AND COMMERCIAL SOLID WASTE  
COLLECTION AND DISPOSAL SERVICES**

**TO**

**TO THE CITY OF OAK HILL, FLORIDA**

September 5, 2025

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## **SECTION 1 - DEFINITIONS**

For the purpose of this document the following terms, phrases, words and their derivation shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

- A. CITY shall mean the City of Oak Hill, Florida, a municipal corporation, acting through the City Commission or City Clerk, or official designated by the City Clerk as the case may be.
- B. CONTRACTOR shall mean the individual, firm or corporation who or which agrees to perform the work or services as set forth in the contract proposal and contract agreement.
- C. MULTI-FAMILY DWELLING UNITS shall mean any building containing more than two permanent living units.
- D. PERFORMANCE BOND shall mean the form of security approved by the City and furnished by the Contractor, as a guarantee that the Contractor will execute the work in accordance with the terms of the contract and will pay all lawful claims.
- E. SURETY shall mean the party who is bound with and for the Contractor to insure the payment of all lawful debts pertaining to and for the acceptable performance of the contract.
- F. FRANCHISE FEE shall mean the amount of money for which the Contractor shall be obligated to the City for the privilege of providing refuse collection service to customers within the City under the terms of this contract.
- G. REFUSE shall include and mean all garbage, dead animals, vegetative garden and yard trash, bulky wastes, household trash, commercial trash, and construction and demolition debris.
- H. GARBAGE shall include and mean all accumulations of animal, fruit or vegetable matter that attends or results from the preparation, use, cooking and dealing in, or storage of meats, fish, fowl, fruit, vegetables, and any other matter, of any nature whatsoever which is subject to decay, putrefaction and the generation of noxious and offensive gases or odors, or which, during and after decay, may serve as breeding or feeding material for flies and/or other germ carrying insects and animals, bottles, cans, or other food containers which due to their ability to retain water may serve as a breeding place for mosquitoes or other water breeding insects, and does not include recyclables.
- I. TRASH unless specifically provided to the contrary, the term trash shall include and mean commercial trash, household trash, and garden and yard trash as defined herein.
- J. VEGETATIVE GARDEN AND YARD TRASH shall mean any and all accumulations of grass, palm fronds, leaves, branches, shrubs, vines, trees, tree stumps, and other similar items generated by the maintenance of lawns, shrubs, gardens, and trees.
- K. HOUSEHOLD TRASH shall mean any and all accumulations of waste material from the operation of a home, which is not included within the definition of garbage. Household trash shall include all bulky scrap or wastes, yard toys, and building material waste from residential type do-it-yourself projects, but does not include vegetative matter.
- L. COMMERCIAL TRASH shall mean any and all accumulations of paper, rags, excelsior, wooden, paper or cardboard boxes or containers of sweepings, and any other accumulations not included under the definition of garbage, generated by the operation of stores, offices, and other business places. Commercial trash shall include furniture; appliances; car parts, but not car bodies, engines or transmissions; and all other accumulations not included within

- the definition of garbage. Commercial trash shall also include all trash placed in public receptacles, on public streets, in parks and playgrounds, and in other public places.
- M. BULK WASTES shall mean large discarded items generated from residences and commercial businesses within the City, such as pallets, furniture, refrigerators, stoves, and other household appliances.
  - N. EXCLUDED WASTE shall mean any and all debris and waste products generated by land clearing, building construction or alteration and hauled away by the respective contractor (except do-it-yourself projects); public works type construction projects whether performed by a governmental unit or by contract; waste produced by governmental agencies other than the City of Oak Hill ; materials deemed by the City Clerk to be hazardous waste and items not allowed at the County landfill or other approved landfill. Yard waste produced by landscape maintenance contractors which is hauled away by same is also considered excluded waste.
  - O. COMMERCIAL HAND PICK UP shall mean garbage and trash collection service to commercial customers utilizing three (3) cans (30 gallons maximum) two (2) times per week.
  - P. GARBAGE RECEPTACLE is any commonly available light gauge steel, plastic or galvanized receptacle of a nonabsorbent material, closed at one end and open at the other, furnished with a closely fitted top or lid and handle (s) including waterproof plastic bags of heavy mill construction which can be tightly and securely closed. A receptacle including waste materials shall not exceed thirty-two (32) gallons of capacity or fifty (50) pounds in weight.
  - Q. CITY CLERK shall mean the City Clerk of the City of Oak Hill or his/her designee.
  - R. DESIGNATED RECOVERY FACILITY shall mean the recycling/processing center(s) specifically agreed upon by the Contractor and City for the recovery of recyclable materials.
  - S. RESIDENTIAL UNIT shall mean single family dwellings, mobile homes, modular homes, manufactured homes, duplexes.
  - T. COMMERCIAL UNIT shall mean all units not meeting the definition of a residential unit that utilize dumpster service.
  - U. RECYCLING COLLECTION refers to collection, transportation, and recovery of recyclable materials by a contractor from residential and participating commercial units in the recycling service area. This contract does not include commercial recycling which will be accomplished on an open market basis per existing City, County and State ordinances.
  - V. 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, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction or demolition project site. Mixing of construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris. The term also includes:
    - (a) Clean cardboard, paper, plastic, wood, and metal scraps from a construction project.

- (b) Effective January 1, 1997, except as provided in Section, 403.707(13)(j), unpainted, no treated wood scraps from facilities manufacturing materials used for construction of structures or their components and unpainted, no treated wood pallets provided the wood scraps and pallets are separated from other solid waste where generated and the generator of such wood scraps or pallets implements reasonable practices of the generating industry to minimize the commingling of wood scraps or pallets with other solid waste, and
  - (c) De minimis amounts of other nonhazardous wastes that are generated at construction or destruction projects, provided such amounts are consistent with best management practices of the industry.
- W. HAZARDOUS WASTE AND BIO-MEDICAL WASTE is as defined in Section 403.703, paragraphs 21, 37, and 39 of the Florida State Statutes, as it may be amended.
  - X. TEMPORARY LABOR FORCE refers to people hired through the use of temporary labor vendors which provides untrained daily labor at a set rate.
  - Y. CONTAMINATED LOADS shall mean the mixing of garden, yard trash or recycled materials with garbage or commercial trash in the same container.
  - Z. NEIGHBORING COMMUNITY shall mean municipalities within Volusia County contiguous to the Halifax River and the Intercoastal Waterway.
  - AA. MULTI-FAMILY UNITS shall mean all structures of three contiguous dwelling units or more under one common roof located on one property.

## **SECTION 2 - SCOPE OF WORK**

It is the intent of this request for proposals to provide for the collection of refuse in the City of Oak Hill, Florida; as such municipal boundary currently exists or is hereafter amended.

- A. **RESIDENTIAL UNITS** (Single family dwellings, mobile homes, modular homes, manufactured homes and duplexes.
  - 1. **GARBAGE AND HOUSEHOLD TRASH**
    - (a) WHEN: The Contractor shall collect garbage and household trash from places of residence one time per week,. Residential bulk waste shall be removed by the Contractor one time per week. It shall be the responsibility of the garbage and trash route driver to note bulk wastes that are set out and immediately radio in the item to be picked up to the Contractor's dispatcher. The pick up shall then be scheduled as stated above. All residential collection shall occur between the hours of 7:00 a.m. and 7:00 p.m.
    - (b) QUANTITY: The Contractor shall be required to pick up all vegetative garden and yard trash, garbage and household trash generated by a residential unit that is properly containerized, bagged bundled or tied, except bulk waste. The contractor agrees to provide at a minimum of one day per week that all identified excess yard waste piles will be collected by means of a "Cherry Picker" type collection vehicle. This collection vehicle will be scheduled one day per week on a regular scheduled day approved by the City Clerk.
    - (c) WHERE: Complete garbage and refuse collection service is hereby provided for in this contract. Collections of garbage shall be made from the curb of the residential unit. Household trash and bulk waste, such as household

furniture and appliances, shall be placed at the curbside or within 5 feet of the edge of pavement.

- (d) HOW: The Contractor shall make collections with a minimum of noise and disturbance to the residents. Garbage receptacles shall be handled carefully by the Contractor and shall be thoroughly emptied and left in an upright position where they are found, behind the curb or edge of pavement. This work shall be done in a sanitary manner. Any garbage or trash spilled by the collector shall be picked up immediately by the Contractor's employees.
- (e) The Contractor shall collect and dispose of automobile tires and automotive batteries from residential customers, at no additional charge, in accordance with state and federal disposal requirements; provided, however, that the Contractor may impose an additional charge, with prior approval of the City Clerk or his/her designee and prior notice to the customer, if the following annual maximums are exceeded by any residential customer Four (4) automobile tires; two (2) automotive batteries.
- (f) Monitoring of service will be performed by the City Clerk or his/ her designee.

2. **VEGETATIVE GARDEN ANDYARD TRASH**

- (a) WHEN: The Contractor shall collect all vegetative garden and yard trash from places of residence one (1) time per week, with collection seven (7) days apart, on a schedule satisfactory to the City Clerk.
- (b) QUANTITY: The Contractor shall be required to pick up vegetative garden and yard trash generated by a residential unit. The Contractor shall inform the owners of residential units that items such as tree limbs, tree trunks, palm fronds, etc., shall be cut in lengths of no greater than four (4) feet and the item's diameter shall be less than six (6) inches, containerized, bagged, bundled or tied.
- (c) WHERE: Vegetative garden and yard trash shall be collected from back alleys when they are available or from the front edge of the premises near the street where no back alleys are available. Collections shall be made not over five (5) feet from the edge of the curb line or ten (10) feet from the edge of the pavement.
- (d) HOW: The Contractor shall make collections with a minimum amount of noise and disturbance to the household. Reusable containers shall be handled carefully and shall be thoroughly emptied and left in an upright position where they were found behind the curb or edge of the pavement. Boxes and bags of garden and yard trash shall be collected and any spillage picked up immediately by the Contractor. Loose piles of garden and yard trash shall be

collected with pitch forks or other tools as needed, except for grass clippings, leaves, pine needles, etc. which must be containerized.

3. RESIDENTIAL RECYCLING:
  - (a) WHEN: The contractor shall be required to collect from all residential units curbside recyclables one (1) time per week on regular scheduled day.
  - (b) HOW: The collection will be accomplished by two sort at the curb and will include the following commodities:  
Newspapers (with inserts), magazines, mixed office paper, aluminum and steel cans, phonebooks, junk mail, plastic containers ( coded 1, 2, 3,) , cereal/snack boxes without the wax liners, glass bottles (clear, green, amber) and cardboard may be placed in the recycle bin. Containers that previously held toxic materials will not be acceptable within the recycle bin. All containers should be rinsed. Large cardboard boxes must be flattened and stacked under the recycle bins. Plastic grocery bags are not acceptable.
  - (c) QUANTITY: The contractor will be required to collect all recyclables place at the curb by the residents which are properly containerized in a fourteen (14) gallon recycle bin or if additional commodities placed in a paper bag.
  - (d) RECYCLING CONTAINERS: The contractor will be responsible for supplying each residential unit with one fourteen (14) gallon recycling container and must keep an adequate supply on hand at all times to replace lost or damaged containers to the residents. The contractor will only be responsible for replacement of one container per resident annually but in no event not more than three (3) during the term of the contract. All containers above three (3) to any one resident during the term of this contract the contractor may charge the resident for the cost of replacement of each additional container.

3. **MULTIFAMILY UNITS AND MOBILE HOME PARKS -  
CONTAINERS EMPTIED BY MECHANICAL MEANS**

Multiple family dwelling units and mobile home parks not using hand containers shall be required to use containers emptied by mechanical means.

A. **COMMERCIAL UNITS**

Commercial customers shall be identified as, but not limited to, all office buildings, stores, filling stations, lodges, motels, laundries, hotels, all public buildings, food services, lodging establishments, service establishments, light industry, schools, churches, clubs, hospitals, nursing homes, and apartment buildings and mobile home parks using dumpster or commercial can service.

1. WHEN: Collection service for customers using containers emptied by mechanical means and commercial hand pick up will be available from one

day to six days per week, and the frequency of service will be as requested by the customer or as determined by the City Clerk to protect the public health. All food service establishments will be required to have service at a minimum of three (3) time per week. Commercial bulk waste shall be removed by the Contractor on the same days as set for residential bulk collection. It shall be the responsibility of the garbage and trash route driver to note bulk waste that is set out and immediately radio in the item to be picked up to the Contractor's dispatcher. The pick up shall be scheduled as stated above between the hours of 7 AM and 7 PM.

2. QUANTITY: All refuse generated at commercial and industrial establishments shall be collected except for excluded wastes and recyclable material collection. Commercial and industrial establishments may contract for recyclable material collection independent of this contract in accordance with City of Oak Hill, Volusia County and State Commercial Recycling Ordinance as adopted or as may be amended from time to time.
3. WHERE: It is the duty of the owner/operators of such establishments to accumulate refuse in locations mutually agreed upon by the owners/operators and the Contractor, and which are convenient for collection by the Contractor. Where mutual agreement is not reached, the City Clerk shall designate the location consistent with the ordinances and requirements of the City of Oak Hill . Containers will be replaced in the location from which they were collected.
4. HOW: The Contractor shall make collections with as little disturbance as possible. Containers shall be carefully handled by the Contractor and shall be thoroughly emptied and then left standing with covers and lids in place at the same location where they are collected. This work shall be done in a sanitary manner and any commercial trash and garbage spilled by the collector shall be picked up immediately by the Contractor's employees. At the sole option of the City, the City may request mechanical containers, or other containers, be placed in service as a substitute for mobile containers in certain congested business areas of the City. When so ordered by the City, there will be no additional charge for the rental of the dumpster or container. The Contractor can charge the customer a reasonable charge, as determined and approved by the City Clerk, for special equipment or modification that are requested by the customer. The request and the charge for the customer request shall be approved by the City Clerk in advance of the services being provided.
5. CONTAINERS: Commercial and industrial establishments shall use any of the following containers for accumulation of refuse:
  - (a) Dumpster containers shall be made available to commercial customers in 2, 3, 4, 6 and 8 cubic yard capacities or roll off type

compactors. Commercial and industrial establishments reserve the right to use their own containers provided they are conducive to being serviced by the Contractor. Service to commercial customers shall be provided with containers of the size and frequency needed to accurately insure no overflow of waste onto the surrounding area.

- (b) The City reserves the right to amend the above list by adding or deleting different containers.
- (c) Condition: the Contractor is required to keep containers emptied by mechanical means, cleaned and painted to present a pleasing appearance. The Contractor shall submit, as part of the proposal, a schedule showing the frequency of the cleaning and painting of the containers. The Contractor shall at the beginning of the seventh month of the contract, begin a program which will provide for each customer to receive a reconditioned or new container during the succeeding twelve month period and each twelve month period thereafter. It is the intent of this subsection to provide each customer who uses a container emptied by mechanical means, a new or renovated container on a regular schedule.

The Contractor will submit to the City representative for the City's approval, a schedule showing how the change-out of the containers is to be accomplished during the contract term.

B. **BUILDINGS, PARKS, PICNIC AREAS, RIGHT OF WAYS, PROPERTY OWNED, LEASED, RENTED AND CONTROLLED BY THE CITY OF OAK HILL (EXHIBIT "B")**

The Contractor shall empty all refuse containers used by the general public in any of the areas or places named in the above caption. The schedule may be amended during the term of the contract upon the direction of the City Clerk. The City shall have the right to use regular commercial type trash containers or cans, with covers. Servicing, collection and disposal of these facilities shall be performed at no cost to the City. The City shall have the right to amend Exhibit B as frequently as is necessary.

C. **MISCELLANEOUS**

1. The Contractor shall pick up dead fowl, reptile, animals, fish from public right-of-way, playgrounds, and all City owned property within two (2) hours after notification by the City Clerk or the Police Department.
2. VACANT LOTS: The Contractor shall collect trash from normal maintenance of vacant lots in the same manner as the collection from residences, except the contractor will only be responsible for the weekly collection of up to and including four (4) cubic yards of trash. Amounts in excess of four (4) cubic yards will be collected and charged to the property owner as determined by the City Clerk.

3. The Contractor shall be responsible for the collection and proper disposal of all used tires improperly deposited on City right-of-ways and collected at the Public Works Complex.
4. "Backdoor" residential garbage removal will be provided by the Contractor at no additional charge to those customers who are unable to place the mobile containers at the street, have requested such service and have been approved by the City Clerk in advance. The City Clerk shall consider in approving such a request the availability of another occupant of the residence to place the containers at the curb. The containers will be returned after the collection to where the collectors find them.
5. The Contractor shall not be responsible for the collection of a contaminated load. If the Contractor does not pick-up a contaminated load, the Contractor shall notify the City Clerk of the specific customer that was not served and the type of contamination that was observed. Any landfill charges related to a contaminated load that is collected by the Contractor shall be the sole responsibility of the Contractor.
6. Commercial customers shall have the right to request an extra-pick-up when deemed necessary by the commercial customer. The Contractor shall provide the extra pickup within 24 hours of the request. The commercial customer shall compensate the Contractor at a flat rate charge based on the size of the commercial customer's container.
7. The Contractor's employees collecting garbage will be required to follow the regular walk for pedestrians while on private property. No employee shall meddle with property that does not concern him. Care shall be taken to prevent damage to property, including shrubs, flowers and other plants. After emptying containers, employees shall return them to the same location from which they were taken, and anything spilled shall be picked up immediately by such employee.
8. The Contractor shall not use any temporary labor force to replace or fill regular operating positions in providing the services to the City.
9. Contractor agrees to maintain the current collection service days for residential solid waste, recycling, yard waste and bulk waste unless otherwise approved by the City Clerk.
10. Anytime civic groups have pickup days for cleaning the parks, neighborhoods, canals, ditches and streets, the river, etc. the Contractor agrees to pickup said refuse at no charge as long as those items of refuse that are capable of being placed in garbage bags are properly packaged for collection. The City will attempt to provide the Contractor with ten (10) days notice of the date the cleaning will occur, but the Contractor will always have

at least 48 hours notice prior to actual pickup. The Contractor shall coordinate with the City Clerk. The contractor will be responsible for providing to the City during neighborhood cleanup days collection containers, hauling and disposal at the designated location named by the City a minimum of four (4) times per year at no charge to the City or it's residents.

**D. CHANGE IN COST OF DOING BUSINESS**

The fees or compensation payable to the franchisee for the second and subsequent years of the term hereof may be adjusted upward or downward on the anniversary date of the contract upon written request of the City or the Contractor at least 60 days before the anniversary date. If requested the rate adjustment shall be equal to 100% of the Consumer Price Index (CPI), United States All Urban Consumers, published by the U.S. Department of Labor, Bureau of Labor Statistics for the preceding twelve (12) month contract period. The CPI adjustment will only be applied to the cost of collection and will not be applied to the disposal costs as the Contractor has the right to request a separate rate adjustment due to increases in disposal costs. If a rate adjustment is not requested, the rate adjustment for that particular 12 month period shall be deemed waived and shall not be taken into consideration in the future rate adjustments. The City Commission shall ratify all rate adjustments by Resolution.

**E. UNUSUAL CHANGES OR COSTS**

The Contractor may petition the City on the anniversary date of the contract for rate Adjustments at reasonable times on the basis of unusual changes in his cost of doing business, such as revised laws, ordinances, or regulations, changes in location of disposal sites or changes in disposal charges.

**SECTION 3 - STORAGE AND OFFICE FACILITIES**

The Contractor shall establish and maintain an office and maintenance facility within Volusia County where such service may be applied for, and complaints can be made. It shall be equipped with sufficient toll free telephones; shall have a responsible person in charge and shall be sufficiently staffed during collection hours and shall be open during the operational hours of this contract.

**SECTION 4- SCHEDULES AND ROUTES**

**A. IN GENERAL**

The Contractor shall submit a proposed route and schedule to be approved by the City Clerk prior to providing services under this contract. Contractor shall abide by the routes and schedules provided with the proposal documents. 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 in route to the disposal facilities, where it is in the best interest of the general public to do so due to conditions of streets or bridges. The Contractor shall not interrupt the regular schedule and quality of service because of such street closures. Customers under this contract shall be notified by the Contractor of the schedules approved by the City Clerk.

Individual route starting times and succession of pickup shall remain constant so as to promote and achieve regularity of service. Any and all route and/or schedule changes shall be approved by the City Clerk prior to implementation of the new schedule or route. Written notices of changes in schedules shall be furnished to the customers by the Contractor, at least ten (10) days prior to the actual change in routes or schedules. The City Clerk's decision may be appealed to the City Commission. The decision of the City Commission shall be final.

**NOTE:** The Contractor's attention is directed to the fact that at various times during the year, the quantity of refuse to be disposed of is materially increased by fluctuations in the amount of garden and yard trash. This additional workload will not be considered as adequate justification for failure of the Contractor to maintain the required collection schedules and routes.

**B. STORM**

In the event excessive amounts of debris or refuse has accumulated by an event that has resulted in an area of the City being declared a disaster area by the Volusia County Emergency Management Director or his designee, such as a storm of disastrous proportions, freeze, natural disaster, severe disturbance, riot or other calamity, the Contractor shall submit certified records, to the City Clerk, of additional payroll costs, equipment and disposal costs to remove and dispose of the excessive debris or refuse. The City Clerk and the Contractor will negotiate the additional charge to be paid by the City for the clean up effort. The Contractor shall respond to such disaster with the necessary additional equipment and manpower, as determined by the City, the Contractor shall perform the clean up effort in an expedited manner by direction of the City Clerk. If the contractor's level of response is deemed inadequate or unsatisfactory, after being given no more than 48 hours of time to respond to an extensive clean up effort, the City shall have the irrevocable right to enter into additional contracts to the extent necessary for such clean up. The determination of what constitutes reasonable amount of time under this provision will be at the sole discretion of the City Clerk. The costs incurred to enter into additional contracts (administrative and actual contract costs) will be paid for by the Contractor without reimbursement by the City. Within 15 days of the award of contract the Contractor shall submit a separate disaster preparedness plan for approval by the City Commission.

**C. EXCLUSIVE RIGHTS**

The Contractor shall have the sole and exclusive franchise right to collect refuse, as defined in the contract agreement, within the corporate limits of the City of Oak Hill with the following exception: Contractors engaged in building or remodeling operations, shall be permitted to remove the waste accumulated as a result of their operations with their own equipment and labor; but not by another solid waste contractor, other excluded waste, exempted yard waste and commercial recycled materials. Open top roll off boxes or dumpsters will be prohibited. The City of Oak Hill reserves the right to pick up refuse.

D **FORCE MAJEURE**

The performance of any act by the City or proposer hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any other cause beyond the reasonable control of such party, provided, however, the City shall have the right to provide substitute service from third party contractors or City forces and in such event the City shall withhold payment due proposer for such period of time. If the condition of force majeure exceeds a period of 14 days the City may at its option and discretion, cancel or renegotiate this Agreement.

E **MISCELLANEOUS**

The Contractor shall not be responsible for scattered refuse unless the same has been caused by his acts or those of any of his employees, in which case, all such scattered refuse shall be picked up immediately by the Contractor. Employees of the Contractor shall not be required to expose themselves to the danger of being bitten by vicious animals in order to accomplish refuse collection in any case where the owner or tenants have such animals at large, but the Contractor shall immediately notify the customer and City Clerk, in writing, of such conditions and of his inability to make collection because of such conditions.

F **HOLIDAYS**

When a holiday falls on a regularly scheduled collection day, the Contractor shall collect all solid waste on the following day, excluding Sunday. Each proposer shall list the holidays which will be exempt from the residential and commercial collection schedule as offered in the proposers schedule:

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**SECTION 5 - DURATION OF CONTRACT -  
COMMENCEMENT OF WORK**

- A. The term of this contract shall be for a period of seven (7) years, with work commencing November 1, 2004, and terminating on October 31, 2011, unless terminated or breached at an earlier date. The initial term of this contract may be extended for additional seven (7) year terms, under the existing terms and conditions. Any renewal under this section must be approved by an affirmative vote of the City Commission. The City and Contractor must notify each other and mutually agree in writing, not less than 180 days prior to the expiration of the initial term, of the intent to renew and extend this contract.
- B. The Contractor must commence work on the date and year entered in Section 5A. Failure to commence work on the specified date will result in forfeiture of the proposal bond.

## **SECTION 6 - CONTRACTOR'S RELATION TO THE CITY**

### **A. CONTRACTOR AS INDEPENDENT CONTRACTOR**

It is expressly agreed and understood that the Contractor is in all respects, an Independent Contractor as to the work notwithstanding in certain respects the Contractor is bound to follow the direction of designated City officials, and that the Contractor is in no respect an agent, servant, or employee of the City. The contract specifies the work to be done by the Contractor, but the method to be employed to accomplish this work shall be the responsibility of the Contractor, unless otherwise provided in the contract.

### **B. SUBLETTING CONTRACT AND ASSIGNMENT**

The contract, or any portion thereof, shall not be sublet except with the prior written consent of the City Commission which may be withheld for any reason or for no reason. No such consent will be construed as making the City a party of or to such subcontract, or subjecting the City to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of his liability and obligation under this contract, and despite any such subletting, the City shall deal through the Contractor. Subcontractors will be dealt with as workmen and representatives of the general contractor, and as such will be subject to the same requirements as to character and competence as are other employees of the Contractor. This contract is not assignable without the prior written consent of the City Commission. However, the City shall have the right to elect not to approve the assignment, to terminate the contract and receive a lump sum payment of) ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) from the Contractor to be paid within ten (10) days of the City Commission's decision. An assignment of the contract will occur upon a transfer of the ownership of a majority of the outstanding stock of the Contractor, in one or a series of transactions, a transfer of all or substantially all the Contractor's assets or a transfer of this contract. This termination provision does not apply to a change in the name of the Contractor, as long as there is no change in the ownership.

### **C. SUPERVISION OF CONTRACT PERFORMANCE**

The Contractor's performance of this contract shall be supervised by the City Clerk or his designee. If at any time during the life of the contract, performance satisfactory to the City Clerk shall not have been made, the Contractor upon notification by the City Clerk, shall increase the force, tools and equipment as needed to properly perform this contract. The failure of the City Clerk to give such notification shall not relieve the Contractor of his obligation to perform the work at the time and the manner specified by this contract.

D. **CITY CLERK TO BE REFEREE**

To prevent misunderstanding and any litigation, the City Clerk shall decide any and all questions which may arise concerning the quality and acceptability of the work and services performed, the sufficiency of performance, the interpretation of the contract provisions, and the acceptable fulfillment of the contract on the part of the Contractor; and the City Clerk will determine whether or not the amount, quantity, character and quality of the work performed is satisfactory, which determination shall be final, conclusive and binding upon both the City and the Contractor. The City Clerk shall make such explanation as may be necessary to complete, explain or make definite the provisions of this contract; and his/her findings and conclusions shall be final and binding upon both parties.

E. **INSPECTION OF WORK**

The Contractor shall furnish the City Clerk with every reasonable opportunity for ascertaining whether or not the work as performed, is in accordance with the requirements of the contract. The Contractor shall designate, in writing, the person to serve as agent and liaison between his organization and the City. The City Clerk may appoint qualified persons to inspect the Contractor's operation and equipment at any reasonable time, and the Contractor shall admit members of the City Commission and other authorized representatives of the City to make such inspections at any reasonable time and place. The contractor shall be responsible for all costs incurred by the City for such inspections and oversights.

F. **DISAGREEMENTS - REFUSE TO BE COLLECTED - HOW**

It is recognized that disagreements may arise between the City and the Contractor with regard to the collection of certain items due to interpretation of the specific language in the contract.

In the event a disagreement arises and refuse needs to be collected and disposed of, the City Clerk may notify the Contractor of the location of refuse which has not been collected due to disagreement between the City and the Contractor, and it shall be the duty of the Contractor to remove all such refuse within two (2) days of the notice. Should the Contractor fail to remove the refuse, the City will remove the refuse and the City shall deduct costs incurred from the next scheduled payment.

G. **TAXES**

The Contractor shall pay all federal, state and local taxes, to include sales tax, social security, workmen's compensation, unemployment insurance, and other required taxes which may be chargeable against labor, material, equipment, real estate and any other items necessary to and in the performance of this contract.

H. **CITY NOT LIABLE FOR DELAYS**

It is expressly agreed that in no event shall the City 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 City has no control.

I. **SCHEDULE OF PAYMENTS**

The Contractor shall submit a bill to the City on or before the tenth (10) of each month for the services rendered for the preceding month. Along with the bill the Contractor shall submit a written report itemizing the residential house counts of collection as well as each commercial customer, the size container, the number of pickups and any extra pickups during the month. The City will review the bill and the report and compare same to the City's records. If there is a discrepancy, the City will pay the amount owed pursuant to the City's records of residential only and shall include with the payment a report summarizing the discrepancy between the City's and the Contractor's calculation. It will be the responsibility of the contractor to bill and collect from all commercial customers individually. The contractor will be responsible for reporting to the City all gross revenues billed to commercial customers along with submitting a check payable to the City for the franchise fees of ten percent (10%) of the monthly gross billing to commercial customers. The City will deduct from the monthly payment to the contractor ten percent (10%) of the gross monthly residential service rendered. If the Contractor disagrees with the City's determination, the Contractor shall schedule a meeting with the City Clerk to discuss the matter. After the meeting the City Clerk shall make a determination. If the Contractor disagrees with the City Clerk's determination, the Contractor can appeal the City Clerk's decision to the City Commission, whose decision will be final. It will be the responsibility of the contractor to file annually with the City an audited financial statement of gross revenues billed to commercial customers during the previous twelve (12) months.

J. **NEIGHBORING COMMUNITIES STANDARDIZATION OF SERVICE AND UNIFORMITY OF EXPIRATION AND TERM OF CONTRACT**

Upon the award by the neighboring community of either a new or extension thereof of a solid waste, recycling contract to a service provider:

Scenario #1 In the event the service provider of the City of Oak Hill contract is awarded a neighboring community contract at more favorable terms and conditions for like or similar service the City of Oak Hill will have the option to adopt those rates, terms and conditions.

Should the City of Oak Hill elect not to adopt those rates, terms and conditions the City retains the option to adopt those contract expiration and renewal dates and terms.

Scenario #2 In the event of a service provider other than the existing service provider for the City of Oak Hill is awarded a new or extension of existing contract with a neighboring community the City of Oak Hill will have the option to modify its

contract expiration date to coincide with that community's expiration and/or extension option.

The purpose of the above scenarios is to eventually achieve uniformity of service rates, terms and conditions for the neighboring communities in the South Volusia Halifax areas.

K. **CANCELLATION OR ANNULMENT OF CONTRACT**

The Contractor and the City recognize that it is of paramount importance that the contract be performed and the individual customers receive services. If the Contractor fails to begin work at the time specified, or fails to perform the work with sufficient number of workmen and sufficient and adequate equipment to insure the proper and substantial performance of said refuse collection work, or performs the work unsuitably, or discontinues the prosecution of the work or any portion thereof, or for any other cause whatsoever, excepting only acts of God, does not carry on the work as aforesaid, or if the Contractor becomes insolvent or declares bankruptcy or commits any act of bankruptcy or insolvency, or allows any final judgment for the payment of money to stand against him unsatisfied, and if the City through its City Clerk, gives notice of such default, and the Contractor or his surety fails to cure such default within seven (7) days after giving of such notice by the City, then the City may thereupon, by action of the City Commission at a public hearing, declare the contract canceled. Upon declaration of cancellation, the City may, at no cost to the City or compensation to the Contractor, take over the work and possession, without further notice to the Contractor and without judicial proceedings, of any and all equipment (including vehicles and dumpsters) of the Contractor and operate the same in performance of the work and services described in this contract for the unexpired term of the contract, or for a period of three (3) months whichever the City elects, or the City may enter into agreements with others for their performance of the work and services herein contracted for. If the City exercises the default option, the City shall have right to purchase the equipment of the Contractor that is serving the City at a fair market value as determined by two certified appraisers. Such cancellation of the contract shall not relieve the Contractor or the surety of liability for failure to faithfully perform this contract, and in case the expense incurred by the City in performing or causing to be performed the work and services provided for in this contract shall exceed the proposal price of the Contractor, as provided in this contract, then the Contractor (and the surety to the extent of its obligation) shall be liable to the City for said amount. Contractor's surety or security will not be released until such time as the term of this contract would otherwise have expired.

L. **OPERATION DURING DISPUTE**

In the event the City has not cancelled the contract in accordance with the terms provided above, and there remains a dispute between the Contractor and the City, the Contractor agrees to continue to operate and perform under the terms of this contract according to the City's interpretation while said dispute is pending, and agrees that

in the event a suit is filed for injunction or other relief to continue to operate the system according to the City's interpretation until the final adjudication of the court.

## **SECTION 7 - QUALITY OF SERVICE**

### **A. CHARACTER OF WORKMEN AND EQUIPMENT**

The direction and supervision of refuse collection and disposal and salvage operations shall be by able, competent, qualified and sober personnel, and the Contractor shall devote sufficient personnel, time and attention to the direction of the operation to assure performance satisfactory to the City. All subcontractors, superintendents, foremen and workmen employed by the Contractor shall be careful and competent. The Contractor shall also provide uniforms with I.D. badge; said badge shall be turned over to the City upon termination of the employee. All employees used by the Contractor during the term of this contract, shall be of a standing or affiliation that will permit the Contractor's performance herein to be carried on harmoniously and without delay, and in no case, or in any circumstances, will such employees cause any disturbance, interference or delay to any work or service rendered to the City or by the City and in no case or in any circumstances will the employees conduct themselves negligently, disorderly or dishonestly in the due and proper performance of the employee's duties. The Contractor shall see to it that his employees serve the public in a courteous, helpful and impartial manner. He shall furnish the City with a current roster of employees every thirty (30) days. Contractor's employees collecting garbage will be required to follow the regular walk for pedestrians while on private property. No employee shall meddle with property that does not concern him. Care shall be taken to prevent damage to property, including shrubs, flowers and other plants. After emptying containers, employees shall return them to the same location from which they were taken, in an upright position behind the curb or edge of pavement and anything spilled shall be picked up immediately by such employee. Any damages incurred shall be paid by the Contractor.

### **B. COOPERATION OF CONTRACTOR REQUIRED**

The Contractor shall cooperate with authorized representatives of the City in every reasonable way in order to facilitate the progress of the work contemplated under this contract. He shall have at all times a competent and English speaking representative on the work authorized to receive orders and to act for him in the case of his absence.

### **C. HANDLING COMPLAINTS**

The Contractor shall perform a service of high quality and keep the number of legitimate complaints to a minimum. Contractor shall maintain a telephone listing in the name in which he is doing business as a Contractor and provide answering service for those customers needing to contact him during collection hours Monday through Saturday.

It is the intent of this contract that the City should receive all complaints regarding the performance of the Contractor. In the event a Contractor receives a complaint from a customer, the Contractor shall immediately notify the City Clerk. In order that the Contractor may be informed of the quality of service, the City agrees to maintain a record of all complaints for inspection by the Contractor. The City agrees to furnish a monthly report of all complaints, listing the name and address of the person complaining, the nature of the complaint, and disposition of such complaint. Complaints received shall be serviced within two (2) hours of notification to the Contractor and a written response shall be provided to the City by the Contractor as to the disposition of said complaint. The City reserves the right to correct a complaint if the complaint is not corrected within two (2) hours of notification of the Contractor. If a complaint is corrected within two (2) hours of notification by the Contractor, the complaint shall not be considered a legitimate complaint for purpose of the penalty and liquidated damages listed below. If notified before noon then the complaint would be handled before 7 PM that day. If notified after noon then the complaint would be handled before noon of the following day.

If the total legitimate complaints received by both the City and Contractor exceed 10 in a calendar month, in addition to the below itemized liquidated damages, a penalty shall be assessed of \$50.00 per complaint for each complaint in excess of the 20 that calendar month. A legitimate complaint shall mean a complaint received by the City or Contractor and not corrected within two (2) hours of receipt by the Contractor unless said complaint is deemed unsubstantiated by the City Clerk. This penalty shall be withheld by the City from the next monthly payment along with a report itemizing the complaints received during said monthly period.

Should the Contractor fail to perform in accordance with the provisions of this contract, the City shall withhold from any payment due to the Contractor, not as a penalty, but as liquidated damages for such breach of contract.

#### **LIQUIDATED DAMAGES**

- |     |   |  |
|-----|---|--|
| I.  | Failure to collect missed customers<br>By 7:00 PM the same day when given<br>Notice before noon, or by 12:00 noon<br>The following day when given notice<br>Between 12:00 noon and 5:00 PM. | \$150. Per incident<br>a maximum of\$ 300<br>per truck per day |
| 2.  | Legitimate complaints over ten (10)<br>per month.   | \$ 300 per incident<br>Including the first ten                 |
| 3 . | Collection of Commercial,<br>Residential Solid Waste and/or<br>Recyclables before 7:00 AM<br>or after 7:00 PM   | \$ 300 per incident  |

|     |  |                     |
|-----|--|---------------------|
| 4.  | Co-mingling solid waste with Vegetative waste, recyclable Materials, c & d materials or Other waste materiel.          | \$ 500 per incident |
| 5 . | Failure to clean spillage in accordance with contract provisions.  | \$200 per incident  |
| 6.  | Failure to replace damaged container within seven days, two days for residential.                                      | \$100 per incident  |
| 7.  | Failure to return containers or garbage receptacles to original location.  | \$250 per incident  |
| 8.  | Failure to repair damage to customers property within 7 days.  | \$200 per incident  |
| 9.  | Failure to provide clean, safe and sanitary equipment at beginning of work schedule.                                   | \$350 per incident  |
| 10. | Failure to maintain office hours as required.  | \$200 per incident  |
| 11. | Equipment Operator not properly licensed.  | \$500 per incident  |
| 12. | Failure to provide documents and reports in a timely and accurate manner.  | \$250 per incident  |
| 13. | Failure to cover materials, if appropriate, on collection vehicles.  | \$250 per incident  |
| 14. | Name and phone number not displayed on equipment or containers.  | \$250 per incident  |
| 15. | Failure to comply with employee Roster, proper uniforms, and Employee identification as per the Contract requirements. | \$300 per incident  |

|     |   |   |
|-----|---|---|
| 16. | Failure to comply with requirements providing current schedules and route maps annually.  | \$200 per incident  |
| 17. | Using improper equipment to service commercial or residential customers.  | \$500 per incident  |
| 18. | Failure to submit an audited financial statement by the prescribed date.  | \$500 per incident  |
| 19. | Failure to respond to complaints and customer calls in a timely and appropriate manner.   | \$300 per incident  |
| 20. | Failure to complete a route on the regular Pick-up day.   | \$500 for each route per day not complete                       |
| 21. | Failure to provide proper notification prior to Residential route changes.  | \$250 per incident  |
| 22. | Causing skid marks, spillage marks on roadways, private driveways or any thoroughfare within the City   | \$100.00 per skid mark / spillage mark<br>\$300.00 per incident |
| 23. | Failure to follow established reporting operation or administrative procedures.   | \$300.00 per incident   |
| 24. | Failure to provide promotional & educational activities, advertisements & civic awareness programs.   | \$1,000 per year  |
| 25. | Failure to report recycling activity monthly ( on or before the 20 <sup>th</sup> day of the following month) in the format determined by the Contractor for the purpose of tracking and verifying City wide recycling activity. | \$500.00 per incident   |
| 26. | Failure to close gate on dumpster enclosures as well as container lids  | \$250.00 per incident   |

on commercial customers locations.

- 27. Causing hydraulic spills or leaks as well as any other fluids having potential to damage or stain asphalt, concrete or other roadway surfaces. \$500.00 per incident
- 28. Failure to report accidents/ damage/ spillage to the City immediately and provide a copy of a written report in the same day. \$250.00 per incident

D. **CUSTOMER INFORMATION**

The Contractor shall provide each residential customer with a condensed version, approved by the City, of rules and regulations for refuse collection. Said condensed version shall outline rates and obligations of the customer and Contractor, according to terms of this agreement.

E. **GUARANTEE OF PERFORMANCE**

**SURETY BOND:** The Contractor hereby deposits with the City a performance bond in the amount equal to one year's estimated total gross revenue as a guarantee to the City of faithful performance under the terms of this contract. This performance bond shall be written by a company with a Class 9, A or higher financial rating as shown in Best's Key Rating Guide. The performance bond shall allow the City to have access to the bond funds upon a City Commission making the determination pursuant to Section 6(k). The City's election to accept the benefits under Section 6 (k) shall not prevent the City from making a claim on the performance bond.

**SECTION 8 - EQUIPMENT**

A. **TYPE**

The Contractor shall during the term of this contract, use vehicles, one (1) per route, with an average age of not more than three (3) years and no vehicles being over five (5) years old, and freshly painted, with bodies which are water tight to a depth not less than eighteen (18) inches, with solid sides, using pneumatic tires. All vehicles shall be equipped with operational radio transceiver capable of communicating with the Contractor's dispatcher from anywhere within the City of Oak Hill. Each collection vehicle including the supervisor vehicle will be required at all times to carry a spill cleanup kit and a fire extinguisher. Failure to comply with these standards shall result in a \$1,000.00 per week penalty.

B. **AMOUNT**

The Contractor shall provide sufficient equipment, in proper operating condition, so regular schedules and routes of collection can be maintained.

C. **CONDITION**

Equipment is to be maintained in a reasonable, safe, working condition. Residential Collection trucks shall be painted uniformly color,, with the name of the Contractor and the number of the vehicle printed in letters not less than four (4) inches high, on each side of the vehicle, and vehicles shall be numbered and a record kept of the vehicle to which each number is assigned. No advertising shall be permitted on vehicles servicing the City. The Contractor is required to keep collection vehicles and containers emptied by mechanical means, cleaned and painted to present a pleasing appearance. The Contractor shall submit for approval by the City Manger a schedule showing the frequency of the cleaning and painting of the vehicles, the age, miles and annual maintenance cost.

D. **OPERATION**

Each non-packer trash vehicle shall be equipped with a cover, which may be net with mesh not greater than one and one-half inches, or tarpaulin, or fully enclosed metal top. Such cover shall be kept in good order and used to cover the load going to and from the disposal facility during loading operations or when parked, if the contents are likely to be scattered if not covered. Vehicles shall not be overloaded so as to scatter refuse; however, if refuse is scattered from the Contractor's vehicle for any reasons, it shall be picked up immediately by the contractor. Each vehicle shall have a pitch fork and broom for this purpose. The Contractor's vehicles are not to interfere unduly with vehicular or pedestrian traffic and vehicles are not to be left standing on streets unattended except as made necessary by loading operations, and shall move with the traffic flow. Each violation shall result in a \$100.00 penalty.

E. **AESTHETIC APPEARANCE OF DUMPSTERS**

Dumpsters shall be maintained in a reasonable, safe working condition and shall be painted a uniform color. However, the Contractor shall permit the property owner of the property owner's agent to paint the exterior of the dumpster for purposes of enhancing the aesthetic appearance so long as the owner or owner's agent has the written approval of the City Clerk for such purposes. The Contractor shall submit for approval by the City Manger a schedule showing the frequency of the cleaning and painting of dumpsters.

F. **OWNERSHIP**

The Contractor shall be responsible for the cost and expense associated with the replacement of all containers. The Contractor shall be the owner of all dumpsters.

G. **VEHICLE STORAGE**

All vehicles, equipment, dumpsters shall be stored within Volusia County. The City Clerk shall have the right to inspect during regular business hours.

### **SECTION 9- EMPLOYMENT AND WORKING CONDITIONS**

The Contractor shall comply with all applicable state and federal laws relating to wages and hours, and all other applicable laws relating to the employment or the protection of employees now or hereafter in affect. The Contractor is required and hereby agrees by accepting this contract, to pay all employees not less than the federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act as amended, and changed from time to time. Contractor also agrees that upon written request, the Contractor will provide the City all information and policies, whether written or oral, relating to the wages or terms and conditions of employment for employees in the service of the Contractor under this agreement. An explanation of all Contractor provided salary and benefits is to be provided, including salary scales, incentive/ bonus / longevity programs, insurance offerings and spouse/ dependent portion employer paid subsidies, retirement, profit sharing, educational enhancement programs, etc.

### **SECTION 10- DISPOSAL OF REFUSE**

Refuse collected by the Contractor shall be hauled to the disposal facility of the Contractor's choosing. However, rate increases in excess of the rate charged by the Volusia County landfill will not constitute a basis to request an increase in the rate charged to the City. The City will not be responsible for disposal fees charged by the County or other disposal operator for the Contractor to use the facility.

### **SECTION 11- COMPLIANCE WITH LAWS & REGULATIONS**

The Contractor hereby agrees to abide by all applicable federal, state, county and city laws and regulations. The Contractor and his surety indemnify and save harmless the City, all its officers, representatives, agents and employees against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, order or other decree, whether by himself, his employees or his subcontractor. This clause shall apply not only during the term of this agreement, but also as to any claim, liability, or damages which are based on the Contractor's conduct during the term of this agreement and in the event the City is charged with the responsibility, jointly or severally, for the aforementioned conduct as a successor to the Contractor.

### **SECTION 12 INSURANCE**

The Contractor shall not commence work under this contract until it has obtained all insurance required under this contract and such insurance coverage has been approved by the City Clerk, nor shall the Contractor allow any subcontractor to commence work on subcontracts until similar insurance of the subcontractor has been obtained and approved.

#### **A. WORKERS COMPENSATION INSURANCE**

The Contractor shall provide and maintain during the life of this contract, Worker's Compensation Insurance for all of his employees, who are employed in connection with the work, and in case the work is sublet, the contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract are not protected under the Worker's Compensation Statute, the

Contractor shall provide and shall cause each subcontractor to provide adequate insurance coverage for the unemployment compensation protection of his employees not under or otherwise protected. Proof of such insurance shall be submitted to the City annually.

**B. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

The Contractor shall provide and maintain during the life of this contract, at its own expense, such public liability and property damage insurance, with the City of Oak Hill also being named as additional insured, as shall protect it and any subcontractor performing work covered by this contract, from claims for property damage, which may arise from operations under this contract, whether such operations be by the Contractor or by a subcontractor, or anyone directly employed by the Contractor or subcontractor, and the amount of such insurance shall be as follows:

**1. COMPREHENSIVE GENERAL LIABILITY INSURANCE**

The Contractor shall provide and maintain during the life of the Contract, at his own expense Comprehensive General Liability Insurance. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy filed by the Insurance Services Office and must include:

Minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability.

Premises and/or operations.

Independent contractors.

Products and/or completed operations.

The contractual coverage must specify that it covers the Hold Harmless Agreement which is part of this contract.

**2. BUSINESS AUTOMOBILE POLICY**

The Contractor shall provide and maintain during the life of the Contract, at his own expense, Comprehensive Automobile Liability Insurance. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Services Office and must include: Minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability.

Owned vehicles.

Hired and non-owned vehicles.

Employer's non-ownership. The contractual coverage must specify that it covers the Hold Harmless Agreement which is part of this Contract.

### **UMBRELLA LIABILITY**

In addition to the above limits, the Contractor shall provide at least a \$5,000,000.00 umbrella or excess liability insurance policy.

#### **C. PROOF OF INSURANCE**

The Contractor shall furnish the City Clerk, prior to the start of any operations under this contract, satisfactory proof of carriage of the insurance required with an insurance company satisfactory and acceptable with the City. No policy is acceptable to the City which can be canceled by the insurer in less than ten days after the insured has received written notice of such cancellation provision of the policy. To be acceptable to the City, each insurance certificate shall contain a clause substantially as follows:

"The policies referred to herein provide that they cannot be canceled by the insurer in less than thirty (30) days after the insured has received written notice of such cancellation, and equal notification to the City."

Should the Contractor fail to provide such insurance, the City may secure the same, the cost of which shall be reimbursed to the City by the Contractor or the City can withhold said cost from payments owed to the Contractor.

### **SECTION 13 - CITY HELD HARMLESS FROM INJURIES, DAMAGES AND CERTAIN OTHER ACTS OF THE CONTRACTOR**

The Contractor and its surety hereby expressly bind themselves to indemnify and save the City harmless from all suits or actions of every name and description brought against said City for or on account of any injuries or damages received or sustained by any party or parties from the acts, omissions or negligence of, said Contractor, or his servants or agents, including subcontractors engaged in doing the work herein contracted for, or by, or in consequence of any negligence in guarding against same, or in any improper materials or equipment used in its performance, or by or on account of any act or omission of the said Contractor, or on account of any claims or amounts recovered for infringement of patent, trademark, or copyright, or from any claims or amounts arising or recovered under the Workmen's Compensation Laws. In case there is any money due to the Contractor, so much of the money due the said Contractor as the City Clerk shall deem necessary to protect the City, may be retained by the City until such suit, or suits, action or actions, claim or claims, injuries, damages as aforesaid, shall have been settled and suitable evidence to that effect has been furnished the City Clerk. The City and selected Contractor shall agree upon the amount of insurance required pursuant to this Contractor's agreement with the City.

### **SECTION 14 - CITY ORDINANCES**

Nothing contained in any ordinance of the City now in effect, hereafter adopted, pertaining to the collection of garbage and trash 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 in any way relate to garbage and trash.

**SECTION 15- AMENDMENTS**

The City shall have the right to amend this contract from time to time as necessary to comply with federal, state and local laws and regulations, as amended from time to time. Such amendments shall take effect within thirty (30) days of the Contractor's receipt of the written amended contract. Amendments which are consistent with the purposes of this contract may be made with the mutual consent, in writing, of the parties and in accordance with the City Charter and other applicable laws and ordinances.

**SECTION 16- NOTICE**

Notices for purposes of the Contractor as called for under this agreement should be forwarded to \_\_\_\_\_

----- Notices to the City should be forwarded to the City  
Clerk, City of Oak Hill, 234 S. U.S. Highway 1, Oak Hill, Florida 32759

**SECTION 17- SEVARABILITY**

If any article or section of this agreement or of any supplements or riders thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this agreement and of any supplements or riders thereto, or the application of such article or section to persons or circumstances other than those to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby, unless the City determines that the provision(s) materially affect the substance of the Contractual arrangement with the Contractor. If the City has made such an election, it will have the right to exercise the rights provided under Section 6 (k).

**SECTION 18- GOVERNING LAW**

This contract shall be governed by the laws of the State of Florida and venue for any litigation arising out of this contract shall be in Volusia County, Florida.

**SECTION 19-ATTORNEYS' FEES**

In the event of litigation arising out of or interpreting the terms and condition of this Contract, the prevailing party after exhaustion of any appeals shall be entitled to its reasonable attorneys' fees and costs.

EXHIBIT A  
RATE PROPOSAL FORM  
Proposed Bid of Solid Waste Rates

EFFECTIVE NOVEMBER 1, 2025

Residential Rates

Residential units to be serviced within the City: \_\_\_\_\_

Monthly Rate: Collection & Hauling

|                            |                  |
|----------------------------|------------------|
| Garbage One (1) per week   | Per Unit Monthly |
| Waste Collection           | Per Unit Monthly |
| Recycling                  | Per Unit Monthly |
| Totals                     | Per Unit Monthly |
| Bulk Trash and White Goods | Per Unit Monthly |

|                                     |          |
|-------------------------------------|----------|
| Special Pickup Yard Trash Oversized | Per Unit |
|-------------------------------------|----------|

|                                       |          |
|---------------------------------------|----------|
| Rate per pull for roll off containers | Per Pull |
|---------------------------------------|----------|

|                                 |                |
|---------------------------------|----------------|
| Multifamily on Dumpster service | Per Cubic Yard |
|---------------------------------|----------------|

Commercial Rates

|                             |                |
|-----------------------------|----------------|
| Commercial Dumpster Service | Per Cubic Yard |
|-----------------------------|----------------|

This unit price is to include any container rental fees. No other fees will be charged to the commercial customer including opening of gates and enclosures.

|   |                |
|---|----------------|
| Rate for extra pickups for Commercial Dumpsters | Per Cubic Yard |
|---|----------------|

## EXHIBIT B

### PROPERTY GARBAGE AND TRASH PICK UP

| Facility Name  | Container Qty. | Container Type | Weekly Pickup |
|--|----------------|----------------|---------------|
| City Hall  |                |                |               |
| Public Works Admin.                                  |                |                |               |
| Police Dept./Fire Stat.                              |                |                |               |
| Municipal Parks                                      |                |                |               |
| Fishing Pier   |                |                |               |
| Boat Ramp  |                |                |               |
| Non Profit Agencies as designated by the City Clerk. |                |                |               |
| Building & Maintenance office                        |                |                |               |
| Ballpark   |                |                |               |
| Municipal Marina                                     |                |                |               |
| Children's Playground                                |                |                |               |
| VIA Museum   |                |                |               |
|  |                |                |               |
|  |                |                |               |
|  |                |                |               |

DEADLINE FOR PROPOSALS IS SEPTEMBER 29, 2025

Original copies of the Contractor's bid including the requested information stipulated within (which will constitute the Contractor's response to this RFP) should be placed in a sealed envelope with the following statement on the cover "PROPOSAL FOR MUNICIPAL SOLID WASTE COLLECTION AND DISPOSAL SERVICES & RECYCLING COLLECTION. Deliver to the City of Oak Hill, 234 US Highway 1, Oak Hill, Florida 32759. All proposals submitted will be firm for sixty (60) days after the submittal date. A bid opening will be scheduled for October 10, 2025. Please direct any inquiries to John Barkley, City Administrator, via email at barkleyj@oakhillfl.gov.