

City of Naples, Florida

Horticultural Collection & Disposal Specifications

Article 1--General Scope of Work

To provide collection and disposal service for horticultural debris generated within the City of Naples.

The Contractor shall provide all labor, materials, equipment, skills, tools, machinery, supervision, facilities and other services to provide the collection services required herein.

1.1 General Responsibilities of Contractor

- a) Provide once-a-week horticultural debris to approximately 5,365 single-family residents.
- b) Travel all established collection areas in the City, on a weekly basis to collect all horticultural debris from public right-of-ways (not to include other City contractor trimmings or debris).
- c) Provide horticultural debris collections for the following locations:
 - Naples Landing
 - Fleischmann Park
- d) Provide horticultural collection service to approximately 45 multi-family shared sites.
- e) Provide disposal service for all horticultural debris collected.

1.2 Hours of operation

The Contractor shall only provide service in the City no earlier than 7 a.m. or later than 5 p.m., Monday through Friday, unless the Contractor informs the Contract Administrator of an emergency (truck breakdown, traffic delays or accident, etc.) that are not acts directly within control of the Contractor.

1.3 Manner of Collection

The Contractor shall collect horticultural debris in loose piles. An occasional bagged or bundled pile may be included. All loose material must be collected and will require raking and/or sweeping of leaves, brush, grass, etc. Alternate bids may be submitted for other collection methods.

Article 2—Term

2.1 Length of Contract

The term of the Agreement shall be for a three (3) year period beginning October 1, 2002 and ending September 30, 2005, unless terminated earlier as provided herein. There shall be two consecutive one (1) year extension periods that must be agreed upon by both parties that extends the contract to September 30, 2007.

2.2 Annual Rate Adjustment

Each October 1, beginning in 2004, the Contract price may be adjusted based on the Consumer Price Index (CPI) at the written request of the Contractor.

Article 3—Responsibilities of the Contractor

3.1 Understanding of the Issue: Bidders shall provide in their bid the following:

- Brief resumes of personnel who shall perform the work including field personnel, supervisors, managers, etc.
- A detailed list of all equipment used in the collection of horticultural debris.
- A minimum of three references from similar contracts with more than a year record of activity.
- The method by which the program will be implemented. This shall include a timeline for implementation, routing, etc.

NOTE: It is the intent of the City to maintain existing collection days and make the transition into this contract with as little disturbance to citizens as possible.

3.2 Execution of Scope of Services.

Complete activity as described in Article 1, Scope of Services.

3.3 Laws and Regulations

The Contractor agrees that, in the performance of work and services under this Agreement, the Contractor will qualify under and comply with any and all federal, state and local laws and regulations now in effect or hereafter enacted during the term of this agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

3.4 Permits and Licenses

The Contractor, at its sole cost and expense, shall obtain and maintain throughout the term of this agreement all permits, licenses, and approvals necessary or required for the Contractor to perform the work and services described herein. Any changes to the required licenses or permits shall be reported to the City within 10 days.

3.5 Contractor Assignment and Subcontracts

The successful bidder will be required to perform this work. No assignment of the contract will be allowed without written permission of the Contract Administrator.

3.6 Performance Bond

The Contractor shall furnish to the City a performance bond executed by a surety company licensed to do business in the State of Florida and/or irrevocable letter of credit issued by a bank in Lee or Collier County to ensure the faithful performance of the Agreement and all obligations arising hereunder in the amount of half of the amount required to complete the annual Scope of Services provide herein. The clean irrevocable letter of credit or bond provided hereunder may substituted for each other upon approval from the City of Naples. The form of the bond, or letter of credit and the Surety Company shall be acceptable to the City Attorney and the Contract Administrator and shall be maintained during the term of this Agreement. The bond shall be endorsed to show The City of Naples, a political subdivision of the State of Florida, to provide that bonds shall not be canceled, limited, or non-renewable until after thirty (30) days written notice has been give to the City. Current performance bonds evidencing required coverage must be on file at all times.

3.7 Restrictions on Collection of Horticultural debris

The Contractor shall not:

- Allow its employees to expose themselves to any risks or dangers, including the danger of being bitten by dogs, in order to perform their duties.
- Permit any of its employees to scavenge.
- Collect any hazardous waste.
- Collect any horticultural debris generated from contractors.

3.8 Preservation of Property

The Contractor shall preserve from damage all property along the route of the collection of horticultural debris, or which is in the vicinity of or is in any way affected by the performance of the collection of horticultural debris.

This applies, but is not limited to, the public utilities, trees, lawn areas, building monuments or markers, fences, pipe and underground structures, cable or cable boxes, public streets, and wherever such property is damaged due to the activities of the Contractor, it shall be immediately restored to its original condition by the Contractor at its own expense. Any type of damage to public or private property shall be reported to the Contract Administrator immediately.

In case of failure on the part of the Contractor to restore such property, or make good such damage or injury, the City may, upon 48 hours verbal or written notice to the Contractor, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and bill costs to the Contractor plus an appropriate administrative surcharge.

3.9 Spillage and Litter

The Contractor shall be responsible for policing each stop where horticultural debris is collected and picking up and removing all spillage and litter resulting from the performance of services by the Contractor.

3.10 Contamination within Horticultural Piles

The Contractor shall tag all horticultural piles that are not able to be collected due to contamination. Tags shall inform the resident that the pile was not collected and state why. Tags shall be provided by the Contractor and approved by the Contract Administrator. The contractor shall immediately notify the Contract Administrator of the address of the site and reason why the debris was not collected.

3.11 Vehicles and Appearance

All horticultural collection vehicles and equipment operated by the Contractor shall be clearly marked with the name of the Contractor and telephone number. All vehicles shall be neat in appearance every day and be mechanically well maintained. The City, at its discretion, may request that a vehicle be removed from service if it does not meet the aesthetic requirements. The Contractor shall have a two-week grace period in which to refurbish the vehicle. If, at that point, the City determines that the vehicle does not meet standards, it shall be

removed from service within the City and replaced immediately with an acceptable vehicle.

3.12 Contractor Personnel

All personnel must wear company uniforms and be neat in appearance. Shirts must be tucked in and only the top two buttons on shirts shall be allowed to be unbuttoned. T-shirts are not permitted. Contractor personnel shall be courteous to all City residents. The City shall have the right to have the contractor remove any employee found to show continued discourteous behavior to customers or City employees.

3.13 Holiday Collection Service Schedule

The Contractor shall maintain the regular collection service schedule year-round with the exception of New Years Day, July 4th, Thanksgiving Day, the day after Thanksgiving and Christmas Day unless otherwise agreed upon by the City and Contractor.

3.14 Documentation

The Contractor shall provide to the City monthly reports no later than the 10th day of the subsequent month. The minimum required information should include the following:

- Total tonnage collected
- Number of collections (stops)
- Total man-hours required to complete collection activities on a daily basis.

3.15 Point of Contact

All contact, correspondence or other activity concerning this contract or similar activity, with the City shall be initiated through the Contract Administrator. The Contractor shall not be permitted to contact residential customers via mailings or other means unless it involves a compliance issue within the City without prior approval of the Contract Administrator.

3.16 Office

The Contractor shall maintain an office with regular business hours, five (5) days per week, Monday through Friday, and shall have adequate personnel and facilities in said office to receive and respond to complaints and questions made or rose by customers of the Contractor. Twenty-four (24) hour, seven (7) days per week telephone contact capability with the Contractor shall also be provided.

3.17 Records

The Contractor shall make all of its books, files, records and other documents in conjunction with its operations under a contract available and open for inspection in the Contractor's office by the City at reasonable times upon reasonable notice. The City shall have the right to audit the Contractor's records at its own expense.

3.18 Quality of Performance of the Contractor

It is the intent of this agreement to ensure that the Contractor provides a high quality level of horticultural debris collection service. The City reserves the right to handle any complaint or refer the same to the Contractor. To this end, the City shall serve as the complaint/suggestion point of contact for customers. Complaints may include:

1. Missed pickups
2. Failure to collect all debris
3. Damage to property
4. Contamination with unacceptable materials
5. Plus assorted other complaints

Complaints will be addressed as follows:

- Complaints are received at the Solid Waste Division administration office.
- The complaint may be forwarded to the Contractor on a designated telephone line.
- The Contractor shall time-stamp and log the call.
- The Contractor shall remedy the problem as soon as possible as specified below.
- The Contractor shall fax a list of all complaints received at 3 p.m. of each business day to the Contract Administrator. Information shall include name, address and telephone number of customer, type of complaint and time of resolution.

All complaints received before 3 p.m. must be remedied by the end of the business day (5 p.m.) or at a time agreeable to the customer. All complaints received after 3 p.m. must be remedied prior to 12 Noon the following day, including Saturdays.

3.19 Routing

The Contractor shall provide the Contract Administrator maps showing routes for collection activities within the City. Prior approval must be obtained from the Contractor Administrator before routes are changed.

Article 4—Responsibilities of the City

4.1 Oversee Contract

The City shall oversee this contract to ensure that all objectives within the scope of services are met and the highest level of service is provided to City residents.

4.2 Provide Dwelling Unit Counts

The City shall provide the Contractor an up-to-date list of all single-family units, shared multi-family units and City collection sites by the 10th day of each month. This data will be used in the following months billing.

4.3 Ensure Accessibility to Horticultural Debris

The City shall ensure that the Contractor is able to safely collect all horticultural debris and shall immediately address and remedy right-a-way complaints. Residents are required to place horticultural debris within six (6) feet of the curb or alleyway, clear of overhead lines, cable boxes, hydrants, drains and other obstructions. In the event that a truck cannot easily access the area where horticultural debris is placed, the customer shall be notified that an accessible location, agreeable by the Contractor, will be required. If an appropriate location cannot be agreed upon between the customer and Contractor, the Contract Administrator shall mediate the dispute and designate the location for pick-up. If the site is blocked by overhead vegetation, the City Contractor may suspend collection until the resident has trimmed the right-a-way. The City must be notified before there is a suspension in service.

Article 5—Special Conditions

5.1 Fiscal Non-Funding Clause

The City reserves the right to cancel the contract if funds are not appropriated to continue the contract into the next fiscal year.

5.2 Indemnifications and Hold Harmless

The Contractor agrees to indemnify and hold harmless and, at the request of the City, to defend the City, its officers, employees, agents and servants from and against any and all losses, liabilities, claims, expenses, demands actions or suits, of whatsoever character or kind, arising or resulting from, or in any way connected with the Contractor's performance of this Agreement, the operations of the Contractor, its agents, employees or subcontractors, if any, or the failure of the Contractor to comply with the provisions and requirement of all applicable permits, licenses, laws or regulations.

5.3 Termination

In the event the Contractor materially defaults in the performance of any of the covenants or agreements to be kept, done or performed by it under the term of this Agreement, the City shall notify the Contractor in writing of the nature of such default. Within thirty (30) days following such notice the Contractor shall correct the default or the City shall, without further notice singularly or in combination:

- 1) Have the right to declare that this Agreement, together with all rights granted the Contractor, are terminated, effective upon such date as the City shall designate
- 2) Have the right to arrange with others to perform the services otherwise to be performed by the Contractor, or to perform such services itself.

5.4 Insolvency of Contractor—Termination of Agreement

Either the appointment of a receiver to take possession of all or substantially all of the assets of the Contractor, or a general assignment by the Contractor for the benefit of creditors, or any action taken by or suffered by the Contractor under any insolvency or bankruptcy act shall constitute a breach of this Agreement by the Contractor and shall, at the option of the City, serve to terminate this Agreement.

5.5 Amendments to Agreement

Unless otherwise indicated in any other Section of this Agreement, any amendment to, revision of, or deletion from this Agreement shall be in writing and duly executed by both parties.

5.6 Force Majeure

Notwithstanding, any provision other than as set forth in this section and performance pursuant to this agreement may be suspended and the obligations herein excused in the event that such performance is prevented by an event beyond the control of the Contractor (force majeure) and the Contractor acts in the following manner:

1. As a condition precedent, the Contractor shall notify the City, in writing and within forty-eight (48) hours, and affirmatively prove to the City within seven (7) days, the occurrence of a force majeure event and the time delay, which will result there from.
2. Should the City find that a force majeure event has occurred, it shall extend the time for performance accordingly. In the event the City, exercising its reasonable discretion, finds that the force majeure event will prevent or alter performance for such a period of time as to make performance unreasonable, the City may declare this Agreement terminated.
3. A force majeure is defined for the purpose of this Agreement as: Compliance with any order of any governmental authority or court, acts of war, rebellion, insurrection, sabotage or damage resulting there from, fires, floods, hurricanes, explosions, washouts, riots, strikes, slowdowns and walkouts, lockouts, industrial disturbance, or event similar to these above; provided however, that any force majeure event or its effects must be affirmatively shown to have been beyond the reasonable control of the Contractor.

5.7 Declared Disaster—Suspension of Service

In the event of a hurricane, tornado, major storm or other natural disaster, the Contract Administrator may grant the Contractor a variance from regular routes and schedules. As soon as practical after such a natural disaster, the Contractor shall advise the Contract Administrator when it is anticipated that normal routes and schedules will be resumed. The Contract Administrator shall make an effort through the local news media to inform the public when regular services may be resumed. The Contract Administrator shall determine when normal collection routes shall be resumed.

5.8 Additional Horticultural Material Generated from a Declared Disaster

The City has a contract for disaster recovery services with Phillips & Jordan, Inc. that includes debris removal. If there is a declared disaster, the Contractor may,

at their discretion, conduct services that include the scope of services through Phillips & Jordan. If the Contractor elects not to, they will not be compensated for any additional cost incurred for collection activities beyond the stated scope of services unless prior written approval is obtained from the Contract Administrator.

5.9 Governing Law

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

5.10 Attorney Fees

The City shall be entitled to recover from the Contractor the reasonable costs and fees incurred by the City in connection with enforcement of any covenant, term or condition of this Agreement.

5.11 Excluded Material

The Contractor shall not be responsible for collection of horticultural debris that is placed in dumpsters or roll-off containers.

5.12 City Employees

The Contractor shall provide employment, or first right of refusal, with equivalent salaries and comparable benefits to all Solid Waste Employees who have had their jobs eliminated by this contract for a period of six months.

Article 6—Billing and Administration

6.1 Compensation

The City will be responsible for the billing of individual horticultural debris customers. The Contractor is to be compensated by the City monthly in an aggregate amount representing a unit fee per single-family residences, per multi-family shared site and for special collections as listed herein extended for the number of units offered service using the entire month of the billing cycle minus any applicable administrative charges.

6.2 Expected Tonnage of Horticultural Debris to Be Collected

Based on previous year's collection activities, the following tonnages are expected to be received through collection activities:

	<u>Total</u>
January	655
February	496
March	682
April	589
May	673
June	653
July	673
August	775
September	924
October	635
November	646
December	511
TOTAL	<u>7,912</u>

It is not expected that tonnages would exceed 11,000 tons per year based on the current number of residents and collection points.

5.4 Administrative Charges

- a) Failure to immediately report damage to public or private property, per occurrence: \$500.
- b) Collection of contractor generated horticultural debris: \$1,000.
- c) Failure to collect debris and adequately clean collection sites, per incident: \$50.
- d) Failure to complete a route, per route per day: \$1,000.
- e) Failure to tag reject horticultural debris, per occurrence: \$50.
- f) Failure to notify City of rejected horticultural debris, per occurrence: \$100.
- g) Failure to maintain hours of operation or 24-hour contact: \$500.
- h) Improper notification of City residents, or failure to coordinate through the Contract Administrator, per occurrence: \$100.
- i) Failure to notify Contract Administrator due to working past 5 p.m., per occurrence: \$100.
- j) Failure to have personnel properly licensed, per day. \$100.
- k) Failure to maintain appearance of vehicle, per occurrence: \$100.
- l) Improper appearance of personnel, per occurrence: \$25.
- m) Discourteous behavior of personnel, per occurrence: \$500 and/or removal of employee from route within the City.

- n) Failure to provide records as described, per day: \$100.
- o) Failure to remedy complaint with in time described, per occurrence: \$100.
- p) Failure to repair damage—Described herein.

All administrative charges shall be deducted from amount paid to Contractor by City on monthly invoices. Any disputes for administrative charges must be filed through the Solid Waste Superintendent to be heard by the Public Works Director within 48 hours of notification. The decision of the Public Works Director shall be final.

Bid Analysis

	Per Unit/month	Annual
Provide once-a-week horticultural debris to 5,365 single-family residents.	_____	_____
	Per Month	Annual
Provide horticultural debris collections for the following Naples Landing and Fleischmann Park	_____	_____
	Per Site/Month	Annual
Provide horticultural collection service to approximately 45 multi-family shared sites.	_____	_____

NOTE: Cost should include disposal for up to 11,000 tons of debris.