

# **Solid Waste Disposal Authority of the City of Huntsville, Alabama**

Contract

for

## **Residential Single Stream Recyclables Collection Services**

**Contract Initiation Date:**

**Month day, 2019**

**Service Initiation Date**

**August 1, 2019**

**TABLE OF CONTENTS**

1.	DEFINITION OF TERMS.....	3
2.	INTENT AND PURPOSE.....	6
3.	TERM OF CONTRACT .....	6
4.	CONTRACT PRICE .....	6
5.	ADJUSTMENT OF CONTRACT PRICE DURING TERM OF CONTRACT .....	6
6.	PERFORMANCE BOND .....	8
7.	INDEMNIFICATION.....	9
8.	SUBCONTRACTORS .....	9
9.	NONLIABILITY.....	9
10.	INSURANCE .....	9
11.	CONTRACTOR'S RESPONSIBILITY .....	13
12.	CONTROL AND PENALTIES.....	13
13.	ASSIGNMENT OF CONTRACT .....	14
14.	NONDISCRIMINATION .....	14
15.	SWDA ALCOHOL AND DRUG POLICY .....	15
16.	FORCE MAJEURE.....	15
17.	DEFAULT .....	15
18.	CHANGE OF OWNERSHIP.....	16
19.	WAIVERS.....	16
20.	ILLEGAL AND INVALID PROVISIONS .....	16
21.	JOINT AND SEVERAL LIABILITY.....	16
22.	BINDING EFFECT .....	16
23.	AMENDMENT OF THE CONTRACT .....	17
24.	MERGER CLAUSE.....	17
25.	SCOPE OF WORK.....	17
26.	EQUIPMENT .....	18
27.	REPORTING .....	20
28.	STAFFING .....	22
29.	PAYMENT .....	22
30.	RECYCLING PROMOTION AND EDUCATION SUPPORT .....	23

## 1. DEFINITION OF TERMS

The following words have the following meanings, regardless of whether the terms are capitalized throughout this Agreement.

**CART** – A 95- or 96-gallon plastic container with wheels provided by the SWDA to residents for the storage and collection of curbside recyclables.

**COLLECTION** – The act of removing Single Stream curbside recyclables from the set-out point at the source of generation.

**COLLECTION HOURS:** The time period during which collection of curbside recyclables is authorized by the SWDA. Collection shall begin no earlier than 7:00 a.m. and shall end no later than 8:00 p.m. unless a change is approved by the SWDA.

**COLLECTION ROUTES** – The SWDA Service Area is currently subdivided into areas known as collection routes; however, Contractor shall propose collection routes. Final collection routes shall be approved by SWDA. If, during the term of this Contract, Contractor proposes to change the collection days, Contractor is to give SWDA 60 days-notice of change and supply SWDA with the day changes and new route areas to be serviced by day. Any proposed route change by the Contractor must be approved by the SWDA.

**COLLECTION VEHICLE** – Any vehicle permitted by the SWDA for Cart collection of curbside recyclables, within the SWDA Service Area.

**CONTRACT DOCUMENTS** – The Notice to Proposers, Instructions to Proposers, General Specifications, General Conditions, Proposal, Agreement and any addenda or changes to the foregoing documents.

**CONTRACT PRICE** – All money payable to the Contractor by the SWDA under the Contract Documents.

**CONTRACT** – This agreement between the SWDA and the Contractor(s) chosen by the SWDA pursuant to the Residential Single Stream Recyclables Collection RFP and the Proposal(s).

**CONTRACTOR** – Person or persons authorized by the SWDA to perform curbside recycling collection services.

**CURBSIDE** – The City of Huntsville, City of Madison, Town of New Hope, Town of Owens Cross Roads, Town of Gurley, City of Triana, and Madison County, and the right-of-way area of each jurisdiction between the property line and the street.

**HAZARDOUS WASTE** – Waste identified as hazardous in the current Alabama Environmental Regulations and Laws and/or by the federal government under the Resource Conservation and Recovery Act and subsequent amendments.

**MATERIALS RECOVERY FACILITY (MRF)** – A facility where Recyclable Materials and/or Single-Stream Recyclable Materials are separated and processed for marketing to end users or for beneficial use.

**MISSED COLLECTION** – A missed collection is defined as the failure of the Contractor to provide recyclable materials collection service to a residential property within the collection route during Collection Hours on the day scheduled for route collection.

**PERFORMANCE BOND** – Bond from a Surety that guarantees compensation to the SWDA in the event that it must assume the obligations and/or duties of the Contractor in order to continue the service as defined by the Contract's Specifications.

**PROCESSING** – Handling and recycling of material at processing Contractor’s Materials Recovery Facility (MRF).

**PROPOSAL** – The response to the Residential Single Stream Recyclables Collection RFP submitted by Contractor.

**PROPOSER** – A person or entity submitting a response to the Residential Single Stream Recyclables Collection RFP.

**QUALIFYING UNIT(S)** – All residential units receiving residential MSW collection by the City of Huntsville or Madison County Collection System that opt in for recycling services within the SWDA Service Area and occupied by a person or a group of persons. A residential unit shall be deemed occupied if it receives solid waste services from the City of Huntsville, City of Madison, or Madison County. Mobile homes, either individually or grouped in mobile home parks shall be considered residential units and shall be counted as single units. Multi-family units of 4 units or less shall also be classified as residential units only if units receiving residential MSW collection by the City of Huntsville or Madison County Collection System.

**RECYCLABLE MATERIALS or RECYCLABLES** – Clean and dry paper: newspapers and inserts, magazines and catalogs, junk mail and stationery, shredded paper (in paper bags), computer and printer paper, school and office paper, paperback books and phone books, paper bags, cereal, pizza, and pasta boxes, tissue boxes and beverage cartons, and cardboard (must be broken down flat and must fit inside of the recycling Cart); cans: aluminum cans, bi-metal and steel cans; and plastic: narrow neck bottles with #1 or #2 on the bottom, milk jugs, soft drink bottles, and shampoo bottles. Any changes to the recycling program must be agreed upon in writing by amendment, as herein provided.

**RESIDENT** – Occupant of a residential unit.

**RESIDENTIAL SINGLE STREAM RECYCLING COLLECTION FEE (RSSRCF)** – The base monthly fee for Qualifying Units for collecting single stream recyclables.

**RFP** – The Residential Single Stream Recyclables Collection Request for Proposal, all addenda, and appendices.

**SINGLE-STREAM** – Commingled Recyclables that are stored and collected together.

**SINGLE-STREAM RECYCLABLE MATERIALS or SINGLE-STREAM RECYCLABLES** – Recyclables.

**SWDA** – Solid Waste Disposal Authority of City of Huntsville, Alabama, a public corporation under the laws of the State of Alabama.

**SWDA MEMBERS** – City of Huntsville, City of Madison, Town of New Hope, Town of Owens Cross Roads, Town of Gurley, City of Triana, and Madison County.

**SWDA SERVICE AREA** – Residents of City of Huntsville, City of Madison, Town of New Hope, Town of Owens Cross Roads, Town of Gurley, City of Triana, and Madison County.

**SUBCONTRACTOR** – Person or persons who are performing any part of the scope of work other than the Contractor.

**SURETY** – A party who is legally liable for the debt, default, or failure of a Contractor under a Performance Bond or other bond.

**TON** – A short ton of 2,000 pounds.

**WORK** – The scope of work as defined in the Residential Single Stream Recyclables Collection RFP and Contract(s) as approved by the SWDA.

DRAFT

## 2. INTENT AND PURPOSE

It is the intent of SWDA to provide its residents comprehensive integrated municipal solid waste and recycling management, including a provision for collection of residential Recyclables. Collection service is to be based upon total collection to be from Qualifying Units opting in within the boundaries of SWDA.

## 3. TERM OF CONTRACT

The term of service of this Contract shall be for a period of seven (7) years, with an option to renew at the discretion of SWDA for three (3) periods of one (1) year, conforming to the same terms and conditions established with this initial Contract. SWDA shall exercise the extension by providing Contractor with written notice of SWDA's intention to extend at least One Hundred Eighty (180) days prior to the expiration of the Initial Term. The Contractor awarded the Contract by SWDA agrees that the initiating date of the contract is on or about **June 1, 2019**, and the preferred initiating date of the term of service under the Contract shall be August 1, 2019, or at a later date proposed by the Contractor as part of the RFP process and as accepted by the SWDA. At the discretion of the SWDA, failure to commence Work on the preferred initiation date for Work under the Contract or the SWDA approved delayed date from the Contractor, may result in liquidated damages of \$5,000.00 per calendar day.

## 4. CONTRACT PRICE

Contract pricing includes costs and administrative procedures, for the collection of Recyclables from all Qualifying Units eligible to receive SWDA service.

Contract Price for collection of residential Recyclables is:

**To be added after proposals received and awarded -- \$ ##.## per Qualifying Unit per month.**

## 5. ADJUSTMENT OF CONTRACT PRICE DURING TERM OF CONTRACT

Proposal price(s) for Collection shall be adjusted annually pursuant to indices and the procedure set forth below.

### Collection Price and Fuel Adjustment

After the initial Contract year, the Residential Single Stream Recycling Collection Fee (RSSRCF) will be adjusted each year under the contract for: 1) general changes in costs attributed to everything in the Consumer Price Index (CPI) except energy and 2) the annual average price of diesel fuel. These changes in the RSSRCF will be based on common indexes of verifiable public information from the United States government. The annual price change for the sum of the CPI adjustment and the Fuel adjustment is capped at two-and-one-half percent (2.5%) for any given year of the Agreement.

The RSSRCF will be adjusted October 1 each year, beginning October 1, 2020, and will be based on the published July indices described herein. The Contractor will calculate, and present, the RSSRCF to SWDA for approval by August 31st each year and will become effective for each October billing cycle.

The RSSRCF is comprised of two (2) components, which are the Residential Collection Fee Cost Component and Fuel Adjustment Component, which are calculated as follows:

Residential Collection Fee Cost Component = 85% of the RSSRCF

Fuel Adjustment Component = 15% of the RSSRCF

### Consumer Price Index Adjustment – Residential Collection Fee Cost Component

The SWDA and Contractor agree that the Residential Collection Fee Cost Component of the RSSRCF is subject to an annual price modification based on the United States Bureau of Labor Statistics (BLS)

Consumer Price Index (CPI). The controlling index shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the Southeast Region, for the Item and Group of All Items Less Energy (CWUR0300SA0LE). For purposes of this proposal, and as described above, the Residential Collection Fee Cost Component is 85% of the RSSRCF and will be subject to the annual CPI adjustment.

Fuel Price Adjustment –Fuel Adjustment Component

The SWDA and Contractor further agree that the Fuel Adjustment Component (15%) of the RSSRCF is subject to an annual price modification. The Contractor shall adjust charges based on fuel prices in accordance with the following procedure. The Fuel Adjustment Component adjustment will be tied directly to the national average price of diesel fuel as reported weekly by the Energy Information Administration of the U.S. Department of Energy (“EIA/DOE”) for U.S. On-Highway Diesel Fuel Prices for the Gulf Coast ((PADD3), (EMD\_EPD2D\_PTE\_R30\_DPG)). Changes to the Fuel Adjustment Component of the RSSRCF will be based on changes to the national average price of diesel fuel as of the last full week in July for each year.

If at any time during the term of the agreement between SWDA and the Contractor, the referenced indices are no longer posted or otherwise fails to be applicable market indices, then the parties shall mutually select an appropriate replacement index.

In the event the Contractor has converted or intends to convert its fleet to a fuel other than diesel fuel (for example compressed natural gas), the SWDA and Contractor may develop an alternative Fuel Adjustment Component, and index that takes into account the cost relationship of the alternative fuel to diesel. The intent would be to provide for lower costs to the Contractor and SWDA by switching to lower cost and lower carbon footprint fuels. The SWDA will use its best efforts to assist the Contractor in pursuit of such option.

Sample Price Modification Adjustment for Collection

Below is an example calculation for illustration purposes only.

## Sample RSSRCF Adjustments

Residential Single Stream Recyclables Collection Fee (RSSRCF)			
<b>Fee Adjustments</b>			
Residential Collection Fee Cost Component	85%	of RSSRCF	
Fuel Adjustment Component	15%	of RSSRCF	
<b>Maximum Allowable Annual Percent Change</b>	2.50%		
<b>RSSRCF Adjustments - before CPI and Fuel</b>			
Residential Single Stream Recyclables Collection Fee	\$ 10.00	Per Month, Per Qualifying Unit	
Adjusted RSSRCF Cost	\$ 8.50	Per Month, Per Qualifying Unit	
Adjusted RSSRCF Fuel Cost	\$ 1.50	Per Month, Per Qualifying Unit	
<b>Example CPI's</b>			
Previous Period CPI July 2017	238.689	CPI-Urban Wage Earners and Clerical Workers, Less Energy	
Current Period CPI July 2018	243.782	(CWUR0300SA0LE)	
<b>CPI Change Calculations:</b>			
Percent change in CPI = (Current Period CPI / Previous Period CPI) - 1			
	% Change in CPI	2.13%	= 243.782 / 238.689 - 1
<b>Fuel Adjustment Calculation (15% of Residential Collection Unit Price)</b>			
<b>Adjusted Fuel Component</b>	\$ 1.50	Per Unit, Per Month	
<b>Example Fuel Indices</b>			
Energy Information Administration of the U.S. Department of Energy, Gulf Coast ((PADD 3), EMD_EPD2D_PTE_R30_DPG))			
Gulf Coast (PADD 3) average price of diesel fuel, Week ended	Jul 31, 2017	2.359	
Gulf Coast (PADD 3) average price of diesel fuel, Week ended	Jul 30, 2018	2.997	
<b>Calculations:</b>			
Index Point Change = (Current Period Fuel Price/Previous Period Fuel Price) - 1			
	% Change in Fuel Indices	27%	= 2.997 / 2.359 - 1
<b>Residential Single Stream Recyclables Collection Fee Price Adjustments</b>			
CPI adjustment = Adjusted RSSRCF Cost X calculated CPI Percent Change			
	CPI Adjustment	\$ 0.18	= \$ 8.50 x 2.13%
Fuel adjustment = Adjusted RSSRCF Fuel Cost X calculated Fuel Percent Change			
	Fuel Adjustment	\$ 0.41	= \$ 1.50 x 27%
<b>Summary of Change</b>			
CPI Adjustment =	\$ 0.18		
Fuel Adjustment =	\$ 0.41		
Net Increase/(Decrease)	\$ 0.59		
Current Residential Single Stream Recyclables Collection Fee	\$10.00	Per Unit Per Month	
Adjusted Residential Single Stream Recyclables Collection Fee	\$10.59	Per Unit Per Month	
Actual Percent Change (exceeds Maximum Allowable Percent Change)	5.9%		
<b>RSSRCF Billing Rate Calculation</b>			
Current Residential Single Stream Recyclables Collection Fee	\$10.00	Per Unit Per Month	
Total Allowed Percent Change	2.50%	Note - In example Actual Percent Change, exceeds Total Allowed Change, so Total Allowed Percent used.	
<b>New Residential Single Stream Recyclables Collection Fee</b>	<b>\$10.25</b>	<b>RSSRCF Per Unit Per Month</b>	

## 6. PERFORMANCE BOND

Contractor shall execute and deliver a Performance Bond to SWDA in an amount equal to one hundred percent (100%) of the annual Contract Price, as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. The Performance Bond amount for each succeeding Contract Year shall be the proposed amount for such Contract Year and shall be renewed by the Contractor and maintained throughout the Term of the Contract.

All Performance Bonds shall be in the forms prescribed by the Contract Documents and be executed by such Sureties as are licensed to conduct business in the State of Alabama. Each Performance Bond signed by an agent must be accompanied by a certified copy of the authority to act. Said Performance Bond shall provide that a modification, omission, or addition to the terms and conditions of the Contract or



specifications; a defect in the Contract; or a defect in the proceedings preliminary to the letting and awarding of the Contract does not discharge the Surety. If the Surety on any Performance Bond furnished by Contractor is declared bankrupt, or becomes insolvent, or its right to do business is terminated in Alabama, Contractor shall within ten (10) days thereafter substitute another Performance Bond and Surety, both of which must be acceptable to SWDA.

Performance Bond shall be sent to the following address:

SWDA  
Attn: Executive Director  
P.O. Box 2619  
Huntsville, AL 35804-2619

## **7. INDEMNIFICATION**

The Contractor does hereby agree:

To the fullest extent permitted by law, shall indemnify and hold harmless the SWDA, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of this contract, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from, and (2) is caused by any negligent act or omission of the Contractor, or any of their Subcontractors, sub-consultants, or anyone directly or indirectly employed by any of them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph; and

To promptly repair any damage caused by Contractor, its employees, agents, or Subcontractors to yards, driveways, alleys, curbs, streets, garages, fences, etc., other than normal wear and tear caused by Contractor.

## **8. SUBCONTRACTORS**

The Contractor will not be permitted to subcontract more than forty percent (40%) of the Contract. Contractor shall maximize prime responsibility for equipment and labor necessary to complete such Contract as may be entered into. SWDA requires same qualification, experience, bonding and insurance of Subcontractor(s) as the Contractor. SWDA reserves the right to approve or reject Subcontractor(s) and will hold the Contractor responsible for coordination of Subcontractor(s) performance of services hereunder. Contractor's covenants of indemnification hereunder shall in all events extend to the acts and omissions of any Subcontractor in the performance of the work.

## **9. NONLIABILITY**

SWDA shall not be liable for any injuries to the property of Contractor or any loss or damage sustained by Contractor caused by or resulting from any activity and/or incidents that are in any way connected with the performance or Work or any other matter pursuant to the Contract by Contractor or any activity and/or incidence that is incidental thereto unless such injuries or losses are caused solely by the gross negligence or willful misconduct of SWDA.

## **10. INSURANCE**

The Contractor shall carry insurance of the following kinds and amounts (exceptions are noted) in

addition to any other forms of insurance or bonds required under the terms of the proposal specifications. The Contractor shall procure and maintain for the duration of the Contract or as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with this agreement by the Contractor, his agents, representatives, employees or Subcontractors.

**A. MINIMUM SCOPE OF INSURANCE:**

1. General Liability and Excess Commercial General Liability:

Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after SWDA approval.

Commercial General Liability

Products and Completed Operations  
Contractual  
Personal Injury  
Explosion, Collapse and Underground  
Broad Form Property Damage

2. Automobile Liability:

Business Automobile Liability providing coverage for all owned, hired and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms.

3. Workers' Compensation Insurance:

Statutory protection against bodily injury, sickness or disease or death sustained by an employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations. Subrogation shall be waived as respects Workers' Compensation.

4. Employers Liability Insurance:

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

5. Other Liability Insurance:

Products Liability Insurance  
Completed Operations Liability Insurance  
Umbrella Insurance

**B. LIMITS OF INSURANCE:**

1. General Liability:

Commercial General Liability on an "occurrence form" for bodily injury and property damage:

\$2,000,000 General Aggregate Limit  
\$2,000,000 Products - Completed Operations Aggregate  
\$1,000,000 Personal & Advertising Injury  
\$1,000,000 Each Occurrence

2. Automobile Liability:

\$2,000,000 Combined Single Limit per accident for bodily injury and property damage  
\$50,000 Uninsured Motorist

3. Workers' Compensation:

As Required by the State of Alabama Statute. If statutory exemption to this coverage is asserted, an explanation shall be attached to the Contractor's Certificate of Liability Insurance.

4. Employers Liability:

\$500,000 Bodily Injury by Accident or Disease  
\$500,000 Policy Limit by Disease

5. Other Liability Insurance:

Products Liability Insurance  
\$1,000,000 Each Occurrence

Completed Operations Liability Insurance  
\$1,000,000 Each Occurrence

Umbrella Insurance  
\$5,000,000 Each Occurrence

**C. OTHER INSURANCE PROVISIONS:**

The SWDA is hereby authorized to adjust the insurance requirements set forth in this document in the event it is determined that such adjustment is in the SWDA's best interest. If the insurance requirements are not adjusted by the SWDA prior to the SWDA's release of RFP specifications, then the limits stated herein shall apply.

1. General Liability and Automobile Liability Coverages Only:

a. The Contractor's insurance coverage shall be primary insurance as respect to the SWDA, its officers, employees, agents, and specified volunteers, as their interests may appear. Any insurance or self-insurance maintained by the SWDA, its officers, officials, employees, agents or specified volunteers shall be excess of the Contractor's insurance and shall not contribute to it.

b. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages:

a. The deductible affecting required insurance coverage shall be acceptable to the SWDA.

b. Contractors are responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the SWDA. Cancellation of coverage for non-payment of premium will require ten (10) days' written notice to the SWDA.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the SWDA, its officers, employees, agents or specified volunteers.

d. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and the retroactive date.

e. The SWDA shall be entitled, upon request and without expense, to receive copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modifications of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either party or the underwriter on any such policies.

f. The certificate(s) of insurance must show the SWDA as an additional insured and a certificate holder, and include 30 days' advance notification to the SWDA of cancellation or non-renewal. All certificates of insurance shall be sent to the following address:

SWDA

MAILING: P.O. Box 2619, Huntsville AL 35804-2619

g. Failure on the part of the Contractor to comply with the insurance requirements shall not relieve him/her of the liability under such requirements. For purpose of this Contract, the Contractor shall cause the SWDA to become a named insured on any and all such policies of insurance referred to herein, as the SWDA's interest may appear. In addition, the insurance shall have an amendment to policy indicating that even though the SWDA is named as an additional insured, it shall not preclude recovery for damages to any SWDA property. The Contractor shall furnish to the SWDA, prior to thirty (30) days of the beginning of the Contract, certificates of insurance evidencing all the foregoing insurance requirements, as applicable. Failure to do so is cause for termination of the Contract.

**D. ACCEPTABILITY OF INSURERS:**

Insurance is to be placed with insurers with an A. M. Best's rating of no less than B+ V. The carrier for General Liability and Auto Liability needs to be at least A+ rating admitted carrier. SWDA would prefer the same carrier for both General Liability and Auto Liability.

**E. VERIFICATION OF COVERAGE:**

The SWDA shall be indicated as a Certificate Holder and the Contractor shall furnish the SWDA with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and

approved by the SWDA before Award Notification is issued by the SWDA. The SWDA reserves the right to require complete, certified copies of all required insurance policies at any time.

**F. SUBCONTRACTORS WORKING FOR THE CONTRACTOR:**

The Contractor shall include all Subcontractors as insured under its policies or shall furnish separate certificates and/or endorsements for each Subcontractor. Subcontractors working for the Contractor shall be required to carry insurance

**11. CONTRACTOR'S RESPONSIBILITY**

**SUPERVISION**

Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques and procedures of recycling collection and transportation. Contractor shall be responsible to see that the finished Work complies accurately with the intent of the Contract Documents.

**EMPLOYEE CONTROL**

All of the Contractor's employees shall be competent and able to perform the duties assigned to them for all Work covered by this Contract. The Contractor must employ only neat, orderly, courteous, sober, competent and efficient employees and shall remove any employee who refuses or neglects to obey or carry out his/her instructions.

**COMPLIANCE WITH LAWS-PERMITS**

The Contractor shall procure at its own expense, and keep current, all permits, licenses, and bonds necessary for the conduct and completion of the Work and/or required by municipal, state and federal/regulations and laws. The Contractor shall give all notices, pay all fees, and comply with all federal, state and municipal laws, ordinances, rules and regulations bearing on the conduct and completion of the Work. This Contract, as to all matters not particularly referred to and defined therein, shall notwithstanding, be subject to the provisions of all pertinent state statutes and ordinances of the SWDA Members, which ordinances are hereby made a part hereof with the same force and effect as if specifically set out herein. Compliance with all Commercial Driver's License (CDL) requirements shall be ensured. Contractor shall comply with all posted speed limits and lawfully safe driving practices.

**SAFETY AND PROTECTION**

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to, all employees on the Work and other persons who may be affected thereby, or other property.

**12. CONTROL AND PENALTIES**

The Contractor shall not work under the supervision of the SWDA, but will coordinate with SWDA with regards to citizen complaints, Missed Collections and matters necessary for satisfactory service. Citizen complaints will be handled through a SWDA phone number directed to a local customer service center provided by the Contractor. For any missed or unsatisfactory collections, Contractor must make those collections by 5:00 pm the following day. In addition, Contractor will work with the SWDA to resolve all citizen complaints and problems to the satisfaction of the SWDA as explained in the RFP. In the event Contractor fails to collect and remove or properly process Single-Stream Recyclable Materials or other materials herein provided for, in accordance

with the terms of this Contract, for a period of seven (7) working days (Acts of God excepted), the SWDA may after written notice to Contractor of specific complaint, cause all such Single-Stream Recyclable Materials and such material to be collected and processed by the SWDA, or the SWDA may contract with any other party and utilize their workforce and equipment, and any and all costs and expenses which may be incurred by the SWDA shall be paid by Contractor to the SWDA immediately upon demand or may be paid by the SWDA out of, or be charged against, any monies due Contractor from the SWDA, at the election of the SWDA. If employees of SWDA Members have been used to perform work that is the Contractor's responsibility, SWDA may charge the Contractor at \$100.00/hour per employee used to complete the work with a four (4) hour minimum for each occurrence. Penalties shall be assessed at the discretion of the SWDA.

A Qualifying Unit collection location that does not properly conform to prepared guidelines or SWDA standards for Single-Stream Recyclable Materials set-out shall be immediately brought to the attention of SWDA personnel by the Contractor. The Contractor shall tag set-outs of improperly prepared Recyclable Materials (contaminated materials, overweight items, bagged items, etc.) with appropriate notice identifying the deficiency preventing the Recyclable Materials from being collected by the Contractor. Such Single-Stream Recyclable Materials shall be collected by the Contractor, on the next regularly scheduled collection day, after the Resident has corrected the deficiency with the set-out.

In the event the Contractor has not satisfied the SWDA that it is able and willing to comply with all terms, conditions and provisions of this Contract, or upon any material breach of this Contract, at the option of the SWDA, this written Contract may be cancelled and terminated. The failure on the part of the SWDA to declare this Contract terminated or otherwise to enforce its rights hereunder, upon the default of the Contractor or the failure of the Contractor to perform any of the terms, provisions, or conditions hereof, shall not operate to bar, abridge or destroy the right of the SWDA to declare this Contract null and void or to exercise its other rights and privileges upon any subsequent default or failure by the Contractor to perform any of the terms, provisions or conditions hereof.

### **13. ASSIGNMENT OF CONTRACT**

The Contractor shall not assign the Contract or any part thereof without the prior written consent of the SWDA Executive Director or SWDA designated representative.

### **14. NONDISCRIMINATION**

In compliance with Title VII of the Civil Rights Act and Alabama Code Title 25. Industrial Relations and Labor 25-1-21, Contractor hereby agrees:

- That in the hiring of employees for the performance of Work under the Contract or any Subcontract hereunder, no Contractor or Subcontractor shall by reason of race, age, religion, color, sex, national origin, ancestry, or handicap, discriminate against any person who is qualified and available to perform the work to which the employment relates as defined by law except where specific age, sex or physical requirements constitute a bona fide occupational qualification necessary for the proper and efficient operation or as provided by law.
- That no Contractor, Subcontractor, or any person on the Contractor's behalf, shall, in any manner, with respect to tenure, terms, conditions or privileges of employment, or any other matter directly or indirectly related to employment, discriminate against or intimidate any employee hired for the performance of Work under the Contract on account of race, age, religion, color, sex, national origin, ancestry, or handicap.

- No person employing 20 or more employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year, including any agent of that person organization, shall discriminate in employment against a worker 40 years of age and over in hiring, job retention, compensation, or other terms or conditions of employment.
- That the Contract may be cancelled or terminated by the SWDA and all monies due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms and conditions of this section of the Contract.

## **15. SWDA ALCOHOL AND DRUG POLICY**

Contractor shall maintain an Alcohol and Drug Policy consistent with the Alcohol and Drug Policies of the City of Huntsville and the County of Madison.

## **16. FORCE MAJEURE**

Neither the Contractor nor SWDA shall be liable for the failure to perform their duties nor for any resultant damage, loss, etc., if such failure is caused by a catastrophe, riot, war, governmental order or regulation, act of God or other similar act beyond the reasonable control of the Contractor or SWDA. If such circumstances persist for more than fourteen (14) days or if after their cessation the Contractor is unable to render full or substantial performance for a period of fourteen (14) days, Contractor or SWDA may terminate this Contract upon written notice given in thirty (30) days advance notice to the other party.

a. General Rule (One Day Delay) If Contractor is unable to collect any Recyclables on the regular scheduled collection day due to a Weather Emergency, Contractor shall collect such uncollected Recyclables on a “one day later” schedule for the rest of the week, including Saturday, to complete the week’s collection work.

b. Consecutive Weather Emergency Days – If Contractor is unable to collect Recyclables on the regularly scheduled collection day for two (2) or more consecutive days due to a Weather Emergency (or if due to a continuing Weather Emergency, Contractor is unable to collect the Recyclables that were missed on the previous collection day (as provided in section 18a. above), Contractor shall collect such uncollected Recyclables as follows:

1. Starting on the first regular collection day (after a Weather Emergency) that Contractor is able to collect a full-day route, Contractor: (i) shall collect all Recyclables that were missed on the immediately preceding regular collection day (i.e., going back one day); and (ii) will also provide as much of the regularly-scheduled collection service for that day as possible. Contractor will continue collections in this mode for five (5) work days after the Weather Emergency has ended, taking into consideration Department of Transportation regulations on truck driver hours.

2. Contractor shall use its best efforts to collect any other Recyclables that were not collected due to the Weather Emergency within five (5) days (including Saturdays, but not including Sundays and holidays) from the regularly-scheduled collection day for each dwelling.

## **17. DEFAULT**

If the Contractor defaults in the performance of any of Contractor's obligations under the Contract and fails to cure such default within ten ( 10 ) days following written notice of default from SWDA, SWDA may at its option:( a ) declare this Contract cancelled and terminated: or ( b ) provide Contractor with the opportunity to present to the SWDA Board ( as determined by SWDA ) either a written statement or an oral presentation which explains the reason(s) for the Contractor's default and failure to timely cure together with such additional information which the Contractor deems relevant to this issue. The time frame for the submission of such written statement or oral presentation shall be determined by SWDA, taking into account the then current meeting schedules of the SWDA Board. Upon ( a ) receipt of the written statement from the Contractor or following Contractor's oral presentation, or ( b ) following the receipt of the SWDA Board recommended action with respect to the Contract, or ( c ) in the event Contractor is given the opportunity but elects not to submit a written statement or make an oral presentation to the SWDA Board, SWDA may ( a ) continue the Contract with Contractor or ( b ) cancel and terminate the Contract and proceed under the terms of the Performance Bond or Letter of Credit upon approval by the SWDA.

The failure by SWDA to declare a default hereunder or to terminate the Contract in the event of a default and to proceed in the exercise and enforcement of SWDA's rights hereunder upon the occurrence of a default by the Contractor shall not operate as a waiver , modification or impediment to SWDA's future right to declare a default hereunder, to cancel and terminate this Contract or to exercise SWDA's rights and privileges granted hereunder upon the occurrence of any subsequent default by Contractor hereunder.

#### **18. CHANGE OF OWNERSHIP**

No sale of the majority of equitable ownership or substantially all of assets of the Contractor shall occur without the prior written consent of SWDA, which consent shall be granted or withheld in the sole discretion of SWDA.

#### **19. WAIVERS**

A waiver by either party of any breach of any provisions hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance. Where the condition to be waived is a material part of the Contract such that its waiver would affect the essential bargains of the parties, the waiver must be supported by consideration and take the form of Contract modifications as provided for elsewhere in this section.

#### **20. ILLEGAL AND INVALID PROVISIONS**

Should any term, provision, or other part of this Contract be declared illegal and/or unenforceable, such term or portion shall be stricken and the remainder of the Contract shall remain in full force and effect.

#### **21. JOINT AND SEVERAL LIABILITY**

If the Contractor is comprised of more than one individual, corporation or other entity, each of the entities comprising the Contractor shall be jointly and severally liable.

#### **22. BINDING EFFECT**



The provisions, covenants, and conditions in this Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.

### **23. AMENDMENT OF THE CONTRACT**

No modification or amendment of the terms hereof shall be effective unless written and signed by the authorized representatives of all parties and approved by the SWDA Board of Directors.

### **24. MERGER CLAUSE**

PREVIOUS AGREEMENTS SUPERSEDED – This Contract constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are to be without effect in the construction of any provision or term of this Contract if they alter, vary or contradict this Contract.

### **25. SCOPE OF WORK**

Contractor shall be responsible for the collection of Single-Stream Residential Recyclables from all Qualifying Units eligible to receive SWDA service that opt in to receive the service.

Contractor will deliver all collected Recyclables only to the Materials Recovery Facility (MRF) or transfer station that SWDA has designated for processing.

Collection shall be curbside or alley where alleys are available. If residents have their garbage collected in the alley, then their Single-Stream Recyclables will be collected in the alley as well. It will be the resident's responsibility to see that Cart(s) are placed at the curb or alley, as close as practical to vehicle routes by 7:00 a.m. on the designated collection day. If the Cart(s) are placed behind a parked vehicle or SWDA-provided solid waste cart, the Contractor is expected to walk the Cart(s) out in order to empty them safely and properly. Curbside will refer to that portion of the right-of-way adjacent to and within five (5) feet of paved, traveled roadways. All Carts must be placed back down where the resident set them out for collection. Contractor shall not leave carts in the middle of driveways or the street or alley. In the event the carts and containers are not placed back in their proper location, the Contractor may be penalized \$25 for each occurrence. Where the Contractor has reason to leave Single-Stream Recyclables uncollected at a residence, the Contractor or its agents shall inform the resident by written notice, sticker, door hanger, as to why the Single-Stream Recyclables were not collected.

After initial collection day map is approved by SWDA, any change in the scheduled days of collection will be subject to SWDA approval, which will not be unreasonably withheld. Contractor will be responsible for all costs associated with notifying residents of a change in their collection day.

Contractor will be responsible for the collection of Recyclables from all Qualifying Units of any areas that are annexed by the SWDA Members during the Contract term and add routes to cover the new areas accordingly, as residents opt in to the service. In addition to annexed areas, the Contractor is responsible for servicing all new homes built in the SWDA Service Area that qualify and opt in for SWDA services.

Normal hours of collection are not to start before 7:00 a.m. and are to end by 8:00 p.m., Monday through Friday. Single-Stream Recyclable Materials are to be collected on their scheduled day of collection. Missed Collections shall be reported to the Contractor via a local call center. The Contractor has until 5:00 p.m. the following day to have the miss collected. Saturdays may be used to collect missed pick-ups from the previous day. Misses reported to the Contractor on Friday must be collected by 5:00 p.m. on Monday. In the event a Resident sends an email informing the

Contractor of a Miss Collection after hours on Friday evenings, these emailed misses must be collected on Monday by 5:00 p.m. Any misses from the previous week reported to the Contractor before 10:00 a.m. on Monday mornings must be collected by 5:00 p.m. on Monday. The SWDA expects and will hold the Contractor to a benchmark of a maximum of one (1) miss per 1,000 households per week. Failure to meet this benchmark will result in a penalty on \$100.00 for each miss over the benchmark. Failure to collect the miss by 5:00 p.m. the following day will result in a \$50.00 penalty for each occurrence. If a Resident is missed more than two (2) times during a three (3)-month period, the Contractor will be penalized \$100.00 for each occurrence over this two (2)-miss threshold. If there is an instance where a whole street or whole addition is missed more than one (1) time during a three (3)-month period, the Contractor will be penalized \$100.00 for each home that is missed.

If the street is blocked due to short-term utility work lasting less than one day, the Contractor is expected to go back to get the Missed Collections no later than the following day.

When the six (6) holidays listed below fall on a weekday, each will be observed as non-collection days by the Contractor. If a SWDA holiday falls during the week (Monday – Friday), all collections scheduled on or after the holiday will be made one day later that week, including on a Saturday. If the actual holiday falls on the weekend, but the SWDA observes the holiday on the Friday before or the Monday after the actual holiday, there is no change in the collection schedule. The six (6) holidays are as follows:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

In the event a holiday falls on a Sunday and the holiday is observed by SWDA on Monday, there will be no collections on Monday. All collections will be one (1) day late that week.

If a holiday falls on a scheduled collection day, the Contractor shall use a "slide" system and provide collection services one day later for all collection customers between the holiday and the following Saturday. For example, if a holiday falls on a Monday, Monday services shall be performed on Tuesday, Tuesday services shall be performed on Wednesday, etc. If the holiday falls on a Friday, only the services for that Friday shall "slide" to the next calendar day.

## **26. EQUIPMENT**

General:

As of August 1, 2019, and during the first five (5) years of the contract, all Collection Vehicles in the Contractor's fleet used for the SWDA Contract must not be older than five (5) years old and at no time during the initial seven (7) years of the contract older than seven (7) years old. This does not include any spare vehicles that are used.

Contractor Collection Vehicles shall be licensed in Madison County, Alabama and shall operate in compliance with all applicable federal, state, and municipal regulations. All vehicles shall be manufactured and maintained to conform to the United States Department of Transportation (DOT) Standards.

Contractor shall provide a fleet of Collection Vehicles sufficient in number and capacity to efficiently perform the Work required by the Contract in strict accordance with its terms. Contractor shall have

available on collection days sufficient spare vehicles for each type of Collection Vehicle used to respond to complaints and emergencies. Recycling Collection Vehicles shall be leak proof and manage the collection process without fallout or blowout, even during substantial winds. Automated arm and grabber shall be capable of handling the Cart sizes without damage. Disposal hoppers shall be equipped with anti-blowout equipment whether the devices are standard or add-on. Vehicle must be designed to distribute weight of vehicle to minimize road damage.

Each Collection Vehicle, including spares, shall be provided with a global positioning system (GPS) unit which has the following functions:

- Location recording using XY and elevation coordinates and street address;
- Logging of pick up and spatially linking to location data;
- Cellular or other technology link to a server that the SWDA can access via the web;
- Store and forward capability of above listed data when cellular signal is unavailable; and
- RFID tag reader.

In addition, the RFID/GPS system shall provide data in a standard recognized format that enables the SWDA to generate reports. The system shall be able to track each time the vehicle lifts a Cart at a specific address when emptying a Cart. SWDA shall have real-time access to information/databases of when a Collection Vehicle is at a specific address and if the Contractor collected Single-Stream Recyclable Materials from that address. Reports shall include the date and time of collection. These systems shall be capable of reading RFID tags on all SWDA-owned Carts. Contractor will be responsible for purchasing the necessary equipment to read the tags and create the reports to the SWDA.

SWDA reserves the right to request Contractor to reserve an area, agreed to by SWDA, on both sides of the Collection Vehicles for a magnetic branding of the program designed, paid for, and provided by the SWDA.

#### Cleaning and Maintenance Standards:

Contractor shall maintain all equipment used in providing service under Contract in a safe, neat, clean and operable condition at all times. Vehicles used in the collection under the Contract shall be thoroughly washed a minimum of once every other week so as to present a clean appearance. SWDA may inspect vehicles at any time to determine compliance with sanitation requirements.

Contractor vehicles and any other equipment shall be kept in proper repair and sanitary condition. Each vehicle shall bear as a minimum, the name of the Contractor plainly visible on both cab doors. Each vehicle shall be uniquely numbered in lettering at least four (4) inches high. Each vehicle shall have an emergency fluid spill kit and at least one broom and shovel to clean up Single-Stream Recyclable Materials or waste that may be spilled or otherwise scattered during the process of collection. All vehicles shall be sufficiently secure so as to prevent any littering of Single-Stream Recyclable Materials or waste and/or leaking of fluid. No vehicles shall be willfully overloaded.

In an instance where there is a hydraulic fluid, oil, fuel, or any other type of fluid leak or spill from a vehicle, the Contractor shall contact the SWDA immediately and shall follow all federal, state, and local regulations governing spill cleanup. Upon the event of any leak or spill, the Contractor shall have a supervisor on site within one (1) hour to assess the situation, apply absorbent, and remove any stains. All material applied to the spill shall be cleaned up and disposed of properly within twelve (12) hours. Contractor shall not wash any fluids down storm drains without a filtering system approved by the City of Huntsville Water Pollution Control Department, Madison Utilities Water and Wastewater Services, and/or Madison County Stormwater Management, depending on the jurisdiction in which spill occurred. Contractor shall notify the SWDA through email on how a leak or spill has been resolved within twenty-four (24) hours of initial notification.

Contractor shall provide the SWDA with the vendor(s) used for cleanups as well as products/cleaning agents used by said vendor(s).

Truck leasing language, if applicable:

To be added after proposals received and awarded or in a separate agreement

## 27. REPORTING

### 1. General Reporting

a. The Contractor shall provide daily, monthly, annual, and ad hoc reports to the SWDA. The Contractor report formats may be modified from time to time at the SWDA's request at no cost to the SWDA. In addition, the Contractor shall allow SWDA staff access to pertinent operations information related to compliance with the obligations of this Contract and requirement of the Alabama Department of Environmental Management, such as vehicle route assignment, maintenance logs and Qualifying Unit data. A sample reporting form shall be submitted to the SWDA prior to program start-up for approval. All data regarding Collection operations must be managed on software compatible with the SWDA's and must be electronically provided to the SWDA.

### 2. Daily Reports

a. The Contractor will provide SWDA with information on the status of each daily miss by 8:00 p.m. that day.

b. The Contractor shall email collection complaints to the SWDA daily. It will be the Contractor's responsibility to provide in writing information on how each complaint was addressed so that future problems do not occur. The SWDA will need this information within 48 hours of the Contractor receiving the complaint.

i. Complaints related to property damage shall be addressed as follows. The Contractor will have 24 hours to respond to any property damage claims received by the Contractor via email by the SWDA. Once the Contractor has accepted responsibility for the damage, the damage must be repaired within thirty (30) business days of acceptance of the claim. For property damage taking place in the fall and winter months that involves planting grass seed, Contractor must have the damage repaired with seasonal replacement grass, such as Winter Rye, and then permanently replaced with plant seed or sod by May 15<sup>th</sup> the following spring. If the property damage is not repaired within thirty (30) business days, the SWDA will hire a company to repair the damaged property. The Contractor will be charged the cost of the repair plus an additional fifty (50) percent in penalties and the amount will be deducted from the next month's invoice.

### 3. Monthly Reports

a. On a monthly basis, by the 10th day of each month, the Contractor shall provide a report containing the following information for the previous month. Reports shall be submitted in an electronic format approved by the SWDA and shall be certified as accurate by the Contractor. At minimum, reports shall include:

i. A tabulation of the total number of Qualifying Units.

- ii. A tabulation of the number of Qualifying Unit, setouts, pounds per home, and pounds per cart by route by day and in summary.
- iii. Reports from the Contractor's customer service telephone system showing total call volume, total calls answered, and average speed of answer.
- iv. A summary of total Recyclables quantities collected (in tons) for each Collection Route by month and year-to-date. The summary shall include program participation statistics for Recyclables collection services and gross weight of all loads, tare weight for each vehicle, and calculated net weight by material collected.
- v. A description of any vehicle accidents, infractions and reported leaks.
- vi. A list of all tagged households for non-compliant set outs.
- vii. While servicing the SWDA Service Areas, in no event shall Collection Vehicles collect materials other than SWDA Service Area Residential Recyclables and there shall be no commingling of materials in Collection Vehicles other than SWDA Service Area Residential Recyclables sent to the SWDA Processing facility.

3. Semi-annual Reports

- a. On a semi-annual basis, the Contractor shall provide SWDA with the necessary data in a timely manner to meet the reporting requirements and deadlines of the Alabama Department of Environmental Management (ADEM) for January through June and July through December.

4. Annual Reports

- a. On an annual basis, by the 10th day of May, the Contractor shall provide a report containing the following information for the previous year:
  - i. A consolidated summary and tabulation of the monthly reports described above.
  - ii. A discussion of highlights and other noteworthy experiences, along with measures taken to resolve problems, increase efficiency, and volume of Recyclables collection program.
  - iii. A discussion of opportunities and challenges expected during the current year, including steps being taken to take advantage of opportunities and resolve the challenges.
  - iv. An inventory of current Collection Vehicles and other major equipment, including model, year, make, VIN number, assigned vehicle number.
  - v. A detailed report on container change-out, delivery and maintenance completed or not completed on schedule during the previous year.
  - vi. A summary of all program costs and activity within the period, a graph of yearly tonnages collected by route for each year over the duration of the

contract, and comparison of yearly tonnage by route for the length of the contract.

- vii. The annual report shall be specific to the SWDA's operations, written in a format appropriate for contract management and shall not be a generalized listing of Contractor activities in the region or elsewhere.

5. Ad Hoc Reports

a. The SWDA may request and receive from the Contractor up to six (6) ad-hoc reports each year, at no additional cost to the SWDA. These reports may include customer service database tabulations to identify specific service level or participation patterns, route information, or other similar information. Reports shall be provided in a SWDA defined format and with Microsoft software (or other SWDA-approved software) compatibility. These reports shall not require the Contractor to expend more than fifty (50) staff hours per year to complete.

## 28. STAFFING

The Contractor must give a detailed description of the number of route supervisors, drivers, and customer service representatives that they will have dedicated solely to the SWDA Contract. Contractor shall furnish such qualified drivers, mechanical, supervisory, clerical and other personnel as may be necessary to provide the services required in a safe, economical and efficient manner.

All drivers shall be trained and qualified in the operation of Collection Vehicles and must have in effect a valid Commercial Driver's License.

Contractor shall provide suitable operational and safety training for all of its employees who utilize or operate vehicles or equipment for collection under the Contract. Contractor shall train its employees in collection to identify, and not collect Hazardous Waste.

Contractor shall use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. Contractor shall regularly train its employees in customer courtesy, shall prohibit the use of loud or profane language or music, and shall instruct collection crews to perform the work as quietly as possible. If any employee is found not to be courteous or not to be performing services in the manner required by the Contract, Contractor shall take appropriate corrective measures. If SWDA has notified Contractor of a complaint related to discourteous or improper behavior, Contractor will consider reassigning the employee to duties not entailing contact with the public while Contractor is pursuing its investigation and corrective action process.

Contractor shall designate qualified employees as supervisors of field operations. SWDA must be notified daily of supervisor in charge for the day and weekend. Supervisors will be in the field for inspection of Contractor's work and will be available by radio or phone during the Contractor's hours of operation to handle calls and complaints from the SWDA or agents of the SWDA, or to follow up on problems and inspect Contractor's operations. Contractor must have at least one (1) supervisor available daily for such services.

All employees of the Contractor performing work under the Contract shall be uniformed showing their association with the Contractor while operating in the field. Contractor shall provide a list of current employees and Subcontractors to SWDA upon request.

## 29. PAYMENT

The SWDA will be invoiced, in arrears, by the total number of Qualifying Units. The Qualifying Units information will be confirmed to the Contractor by the SWDA on a monthly basis. Contractor will invoice the SWDA by the 10<sup>th</sup> of every month. Invoices shall include total occupied Qualifying Units, from which Single-Stream Recyclable Materials were collected for the month, total Tons collected for that month, and weekly participation percentages for the month. Household counts and tonnage numbers shall be separated out by their respective weekly designation. The SWDA will deduct any penalties from the invoice and make payment to the Contractor within thirty (30) days of receipt of the properly completed invoice.

In addition to reporting as noted above, Contractor shall include a monthly report with each invoice specifying all complaints, accidents, incidents, and citations by regulatory agencies or insurers, which occurred while performing the Work for the month being invoiced. Reports shall include RFID or similar reader info, as approved by SWDA, including but not limited to total units by route and total units picked up. Reports shall detail the nature and reasons for these occurrences as well as all results, findings, and actions taken to resolve same. Contractor shall also notify the SWDA promptly of any fines or penalties levied and any actions that could have an adverse impact on Contractor or service to the SWDA or both. Failure to report such data shall subject Contractor to non-payment of invoice(s) by SWDA until submission of complete, accurate report(s)..

### **30. RECYCLING PROMOTION AND EDUCATION SUPPORT**

During the Contract term, Contractor must work with the SWDA to help and support in public education of residents regarding its recycling programs.

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of May, 2019, by and between SWDA and the Contractor.

WITNESSETH, THAT the Contractor and SWDA for the consideration stated herein agree as follows:

- I. APPROVAL OF CONTRACT. This Contract, although accepted on behalf of SWDA, shall not be binding or obligatory upon SWDA unless and until it shall have first been approved by the SWDA, and should the SWDA Board fail to approve the same within forty-five (45) days after the date hereof, this Contract shall become void and of no effect and the rights and obligations of the parties thereupon extinguished.

IN WITNESS WHEREOF, SWDA and the Contractor, by their respective duly authorized agents, hereto affix their signatures and seals at Huntsville, Alabama, as of this \_\_\_\_\_ day of May, 2019.

SWDA Executive Director

BY: \_\_\_\_\_  
John R. "Doc" Holladay

Name of contractor  
Contractor

BY: \_\_\_\_\_  
Name and Title:

ATTEST: \_\_\_\_\_  
Name and Title

(Seal)