



REQUEST FOR PROPOSALS
BID SPECIFICATIONS FOR
WASTE AND RECYCLING SERVICE

I. INTENT OF PROPOSAL

The City of Alexandria is soliciting written bids from qualified private contractors to perform curbside refuse and recyclable materials collection. Contractors may bid on both or either of the aforementioned collection services.

II. PROPOSAL SUBMITTAL

The proposal must be received by the City of Alexandria on or before **Friday, November 20, 2020, at 12:00 Noon**, and in a sealed envelope, and plainly marked "Alexandria Proposal for Curbside Waste and Recycling Service", and shall bear the name and address of the contractor. If forwarded by mail, the sealed envelope containing the proposal shall be enclosed in another envelope addressed as specified.

III. NAME, ADDRESS AND LEGAL STATUS OF CONTRACTOR

The proposal shall be properly signed in ink, with the address of the Contractor given. The legal status of the Contractor, whether individual, partnership or corporation, shall also be stated.

A corporation shall execute the proposal by its duly authorized officers in accordance with its corporate bylaws and shall list the state in which it is incorporated. A partnership shall give full names and addresses of all partners.

Partnerships and individuals shall be required to state the office address of the firm or company, including street, zip code and telephone number shall be given after each signature.

If the Contractor is a joint venture consisting of a combination of any of the above entities, each joint venturer shall execute the proposal. Anyone signing a proposal as an agent of another or others shall submit legal evidence of his authority to do so with the proposal.

IV. GENERAL INFORMATION

Contracts shall be awarded for a **three (3) year period with the City's option to renew contracts for years four and five** at costs enumerated in specific amounts in the proposals.

City records show that there are approximately **3500** customers to be served by the terms of this contract. The Owner makes no representation as to the reliability of this information. Bidders should make such additional investigations as they consider necessary to determine the actual number of units to be served.

V. PROPOSAL REQUIREMENTS

The proposal should provide sufficient information to allow the City to evaluate among proposals. The City desires proposals that clearly explain the merits of the contract and the details concerning service, the firm or individual provided to the City. Proposals will be included in the final agreement by reference to what extent the City accepts this proposal. Contractors are advised that statements, offers, and descriptions provided in their response to this request will be binding offers to contract with the City, should the City elect to enter into an agreement with the Contractor. In submitting a proposal, the contractor agrees that the proposal will remain an open offer to the City for acceptance, for a period of sixty calendar days.

VI. STATEMENT OF QUALIFICATIONS

The opening and reading of the Bids shall not be construed as an acceptance of the Bidder as a qualified, responsible Bidder.

The Owner reserves the right to determine the competence and responsibility of a Bidder from knowledge of the Bidder's qualifications from other sources.

All proposals must be prepared in ink or typewritten and signed by the Contractor. If a price figure already entered by the Contractor on the proposal form is to be altered, it shall be crossed out in ink, and the new figure shall be entered above or below it, and initialed by the Contractor in ink.

The contractor shall describe the experience and supporting data that qualifies it to undertake the responsibilities described in this request. This statement shall include, but not be limited to, the following:

- A. A copy of the latest available certified financial statement of the Bidder (or its parent corporation if individual subsidiary or division financial statements are not prepared and generally available) certified by an independent certified public accountant.
- B. Evidence that the Bidder is in good standing in the State of Kentucky, Campbell County, City of Alexandria, and in case of corporation organized under the laws of any other State, evidence that the Bidder is licensed to do business in the State of Kentucky, or a sworn statement that it will take all necessary action to become so licensed if its bid is accepted.
- C. Evidence, in form and substance satisfactory to the Owner, that the Bidder has been in existence as a going concern for a reasonable length of time and possesses not less than five (5) years actual operational experience as a going concern in recycling and/or refuse collection and disposal.
- D. Evidence, in form and substance satisfactory to the Owner, that the Bidder possesses as a going concern, the managerial and financial capacities to perform all phases of the work called for in the Contract Documents.
- E. Vendors must provide at least five (5) reference accounts to whom they are presently providing this refuse collection and disposal, and/or a recycling program. Included must be Name of government or company, individual to contact, phone number and address.

- F. The Contractor expressly warrants and certifies that neither the Contractor nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in conjunction with this bid.
- G. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona-fide employees or bona-fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right to terminate this agreement in accordance with the termination clause, and at its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- H. The fact that a manufacturer chooses not to produce equipment or material to meet these specifications, will not be considered sufficient cause to adjudge these specifications as restrictive. Bidders shall offer the equipment or material which comes closest to meeting these specifications. Where deviations from the specifications contained herein are necessary, the Bidder shall note such deviations. Bidders shall state why, in their opinion, the equipment or materials they offer will render equivalent reliability, coverage and performance. Failure to detail all such deviations will comprise sufficient grounds for rejection of the entire bid.
- I. Any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Bidder and the rejection of his bid:
 - 1) Evidence of collusion among Bidders.
 - 2) Lack of competency as revealed by either financial statements, past experience, lack of adequate equipment, or other factors.
 - 3) Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted.
 - 4) Default on a previous municipal contract for failure to perform.
 - 5) Evidence of the intent to use substandard equipment such as open dump truck(s).
- J. The Contents of this bid and the selected firm's response are to be incorporated, in total, into the contract.
- K. Only waste generated within the Corporation limits of Alexandria shall be included in this proposal.
- L. The Contractor shall procure all permits and licenses, and pay all charges and fees necessary in incidental to the lawful conduct of his business. Contractor shall keep fully informed of existing and future Federal, State and local laws, ordinances and regulations, which in any manner, affect the fulfillment of this contract, and shall comply with the same.

RECYCLING:

I. SCOPE OF SERVICE

The City of Alexandria wishes to reduce the amount of waste sent for permanent disposal to the landfill by offering its residents a recycling collection service. To be considered a valid response to this request, the Contractor must describe how he proposes to provide the City with an acceptable recycling program. Recycling bids are subject to the conditions of Refuse, sections III through XVII.

A) Proposed Recycling Collection Program

Following is a description of a recycling program that we feel will meet the needs of the City of Alexandria. All Bidders should review the following information. Contractors wishing to provide an alternative collection plan may do so. However, to be considered responsive to this Request for Proposals, an alternate collection system must, at a minimum, address all aspects of the Proposed Recycling Collection Program.

1. Participation and Materials – Residents will be asked to separate and place various types of materials for curbside collection.
2. Containers – Company will provide containers to Residents in which to store and then set out the aforementioned materials.
3. Collection Service – Collection vehicles operated by the Contractor will pass by residences and businesses in the City each week on the City's regularly scheduled collection day. The collection crew will load materials from the bins to the truck or trailer, and return the resident's containers to the curb. Collection employees will leave the area litter free and clean. When recyclable materials are collected, they become the property of the Contractor.

In addition, the City may provide special programs, i.e., an apartment building recycling pilot project, office paper recycling and mixed plastic collection. This is not all-inclusive, and other programs may be developed by the City. The Contractor will cooperate with the City to maximize solid waste reduction efforts and to provide coordinated services.

4. Service Area – City limits of the City of Alexandria, Kentucky
5. Promotions – The City and Contractor will cooperatively promote the curbside recycling collection service through a variety of methods including the media.
6. Materials Processing – Collected materials shall be the property and sole responsibility of the Contractor.
7. Implementation – A schedule for implementing recycling collection will be provided by the Contractor and shall include:

- a. Proposed collection routes.

- b. Proposed data collection and reporting systems.
- c. Statement and description of the type of equipment to be used, i.e., new, used or modified, and a program implementation plan.

II. REPORTING REQUIREMENTS

The recycling Contractor will be required to keep and submit reports in compliance with City requirements. These reports will serve to apprise City staff of the status of recycling activities and expenditures. The Contractor will also be required to provide weight receipts for all materials collection from within the City and brokered by the Contractor.

A. Project Status Report

The recycling Contractor shall submit monthly, quarterly and annually, project reports for the length of the Contract period commencing upon final approval of the Contract. These reports shall be due within ten (10) working days from the end of the period being reported.

At a minimum, the reports shall include:

1. Material market prices and where brokered.
2. Resident participation rates by neighborhood in terms of weekly and monthly set-out counts with a description of the methods used to determine these rates.
3. Summary of all program costs, revenues and recovered material amounts.
4. A summary of public awareness activities and their impact on participation and recovered amounts.
5. A summary of successes, problems and measures taken to resolve problems.

III. PROJECTED COSTS AND REVENUES

The Contractor shall provide a projected operating and maintenance budget for the recycling project.

In addition, the Contractor shall provide projected revenues from the sale of recyclables. Revenues shall be used to off-set the total collection cost.

IV. PROPOSED CONTRACT FEE

The Contractor is required to submit a proposed contract fee. It is understood the mutually accepted fee may be renegotiated as the program is refined.

REFUSE

I. SCOPE OF SERVICES

The work done under the Contract shall consist of the collection, transportation, and disposal of residential and commercial solid waste and shall include all labor, materials, equipment, and other items necessary to complete the service in accordance with the Contract documents. This Contract does not include the collection, transportation, or disposal of hazardous, toxic, or medical waste. It shall be the responsibility of the Contractor to verify the contents of the refuse.

More specifically, the services covered by this Contract shall be available to all residential/commercial units that produce two (2), 90-gallon totes, or four (4), 30-gallon containers, or less, once a week, located within the corporation limits of the City of Alexandria.

Commercial units that produce more than residential units shall contract independently with the City's refuse contractor.

II. TYPE OF COLLECTION

A. Residential

1. All residential units shall be afforded once a week pick-up.
2. Provisions shall be made to pick-up in alleys unless otherwise stated.
3. Curbside shall mean that portion of the roadway adjacent to paved or traveled roadways, including alleys. Property locations of containers at curbside shall be the responsibility of the customer. Failure of the Contractor and the customer to agree on this property location shall be decided by the Owner.
4. Residential routes may be separated from commercial or high volume stops at the discretion of the Contractor with the approval of the Owner.
5. The Contractor shall provide collection of an unlimited amount of solid waste for residential units or commercial units that have been designated equivalent to a residential unit.
6. Provisions must be made for additional pick-ups. Upon request, at a reasonable charge to be arranged, assessed and collected by the Contractor, from individual(s) requesting said service.

B. Commercial

1. It shall be understood that those commercial customers disposing of solid waste in an amount equal to no more than four (4), 30-gallon containers, or two (2) 90-gallon totes, once a week, shall be considered the same as residential customers.

2. The number of pick-ups per week will be based on the volume, size and number of containers. Failure of the Contractor and Customer to agree on the number and size of containers and number of pick-ups shall be decided by the Owner.
3. Commercial customers shall not be required to place solid waste at curbside unless otherwise agreed upon. Contractor shall assume that commercial pick-up points are approved by the Owner.
4. Containerized service shall be made available to person or persons requesting same at reasonable rates. Said rates shall be approved by the owner and arrangement, billing, and collection shall be made by the Contractor.
5. All public and parochial schools shall receive collection on a once-a-day basis, five (5) days per week during the school term, and as needed thereafter.
6. Provisions must be made for additional pick-ups. Upon request, at a reasonable charge to be arranged, assessed and collected by the Contractor, from individual(s) requesting said service.

C. Special

1. The Contractor shall provide, at no charge, dumpsters or toters for all City facilities.
2. The Contractor shall provide, at no charge, pick-up for all City facilities.
3. The Contractor shall provide, at no charge, equipment and pick-up for all City sponsored events.
4. The Contractor shall provide at a special rate, port-o-lets for City functions upon request.
5. The Contractor shall provide a special rate for equipment and pick-up for all Alexandria Schools.
7. The Contractor and the Owner shall agree on all the above rates.
8. The Contractor shall provide one waste 90-gallon toter and an 18-gallon bin or one 65-gallon recycling waste wheeler at no charge.

III. OPERATION

A. Hours of Operation

Collection of waste shall not start before 7:00 AM, and must end prior to 4:00 PM, with the exception of commercial areas with dumpsters, and collection should not be prior to 7:00 am. Exceptions to collection hours shall be affected only upon the mutual agreement of the Owner and Contractor. No collections shall be made on Sunday.

B. Safeguards

The Contractor shall provide all safeguards, safety devices, and protective equipment, and take any other needed actions as determined by either the Contractor or the City, reasonable to protect the life and health of employees on the job, safety of the public, and to protect property in connection with the work covered by this contract.

C. Route of Collection

Both sides of the street or right-of-ways will be collected on the same day when said streets or right-of-ways are established boundaries of the routes.

D. Holidays

The Contractor may decide to observe the Christmas and New Years Day holidays. In the event the Contractor does observe these holidays, he must notify the Owner thirty (30) days in advance. For those weeks in which a holiday occurs, the Contractor must offer a second collection during the week.

E. Complaints

All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. The Contractor shall supply the name and number of individuals handling the Owners complaints so that he may make it available to the public. In the case of alleged missed scheduled collections, the Contractor shall investigate and if such allegations are verified, shall arrange for the collection of solid waste not collected within 12 hours after the complaint is received. The Contractor shall maintain a complaint log, listing at a minimum, the date, time, name of person making the complaint and the action taken. A copy shall be submitted to the Owner monthly. Quarterly meetings will be held between Owner and Contractor to review response to complaints and performance under the contract.

F. Collection Equipment

The Contractor shall provide an adequate number of vehicles and containers for regular collection services. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition, at all times. Each vehicle shall have clearly visible on each side, the identity and telephone number of the Contractor. Vehicle bodies or other containers used for the collection and transportation of garbage, rubbish, or other waste materials containing putrescible matter, shall be of the enclosed, load packer type, weather tight, leak proof, constructed of durable metal, and easily cleanable.

All collection vehicles must be radio/dispatcher operated. The Contractor shall provide the Owner with a list of all collection equipment upon his request.

G. Office

The Contractor shall maintain a centrally located office with sufficient communication to the service area, so as to insure prompt response to the customer. At a minimum, a toll-free number shall be provided and shall be operational during all hours of collection.

H. Containers and Lids

Containers and lids must be returned to the curbside or pad, intact and undamaged.

I. Collections

The Contractor shall list all items that they will not collect during regularly scheduled pick-ups.

J. Hauling

All recyclable material hauled by the Contractor shall be so contained, tied or enclosed so that leaking, spilling or blowing is prevented.

K. Disposal

Is the responsibility of the Contractor.

L. Point of Contact

All dealings, contracts, etc. between the Owner and Contractor, shall be directed by the Contractor to those individuals designated by the City of Alexandria.

M. Litter or Spillage

The Contractor shall not litter premises in the process of making collections. In the event of spillage by the Contractor, the Contractor shall be required to clean up the litter.

IV. COMPLIANCE WITH LAWS

This service shall be accomplished in conformity with the laws, ordinances, rules, and regulations of the State of Kentucky, County of Campbell, and the City of Alexandria.

V. NONDISCRIMINATION

The Contractor shall not discriminate against any person because of race, sex, creed, color, religion or natural origin. This nondiscrimination clause shall be included in any subcontracts associated with the performance of this agreement.

VI. TERMS OF THE CONTRACT

A. The Contractor will be required to pay the City of Alexandria Business License Fee and Payroll Tax.

B. In the event that, due to causes beyond the control of and without the fault or negligence of the Contractor, the Contractor fails to meet any of its obligations under this Agreement, such failure shall not constitute a default in performance, and the City shall grant to the Contractor, such extensions of time, and make other arrangements, additions, or revised payment as shall be reasonable under the circumstances.

- C. The agreement is not intended to constitute, create, give to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the agreement.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the agreement are considered to be City employees, and that no rights of civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons also shall save and hold the City harmless with respect thereto.

- D. The Contractor agrees to indemnify and save harmless, the City, its officers, agent and employees, hereinafter referred to as indemnitee, from all suits including the attorneys' fees and costs of litigation, actions, loss damage, expense, cost or claims, or any character or on account of any act, claim or amount arising or recovered under Workmen's Compensation law, or arising out of failure of the Contractor or those acting under the Contractor to conform to any statutes, ordinances, regulations, law or court decree. It is the intent of the parties to this contract, that the indemnitee shall, in all instances except for loss or damage resulting from the sole negligence of the indemnitee, be indemnified against all liability, loss or damage of any nature whatever.
- E. The City reserves the right to add and/or delete services to this contract. Should a service requirement be deleted, payments to the Contractor will be reduced proportionally to the amount of service reduced in accordance with the bid price. Should additional services be required from this contract, prices from such additions will be negotiated between the Vendor and the City, and based in the formula utilized in arriving at the bid price.
- F. All amendments to the Contract must be in writing and signed by both parties.
- G. The Owner shall monitor the Contractor's compliance with, and performance under the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the City, all records and accounts relating to the work performed or the services provided in this Contract.
- H. Any provision of this Contract which is determined to be invalid, void or illegal, shall in no way, affect, impair, or invalidate any other provision hereof, and remaining provision shall remain in full force and effect.

VII. INSURANCE

The Contractor shall at all times during the Contract, maintain in full force and effect, Employer's Liability, Workmen's Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage for the provisions of Article VIII. All insurance shall be by insurers and for policy limits acceptable to the Owner and before commencement of work hereunder, the Contractor agrees to furnish the Owner Certificates of Insurance or other evidence satisfactory to the Owner to the effect that

such insurance has been procured and is in force. The Certificates shall contain the following express obligation.

For the purpose of the Contract, the Contractor shall carry the following types of insurance with the City of Alexandria as an additional insured in at least the limits specified below:

<u>COVERAGES</u>	<u>LIMITS OF LIABILITY</u>
Workmen's Compensation	Statutory
Employer's Liability	\$500,000
Bodily Injury Liability (Except Automobile)	\$500,000 for each occurrence \$1,000,000 aggregate
Property Damage Liability (Except Automobile)	\$500,000 for each occurrence \$1,000,000 aggregate
Automobile Bodily Injury Liability	\$500,000 for each occurrence \$1,000,000 aggregate
Automobile Property Damage Liability	\$500,000 for each occurrence
Excess Umbrella Liability	\$1,000,000 for each occurrence

The Owner shall be made aware of any policy change, sixty (60) days in advance of the change.

VIII. PERFORMANCE SECURITY

The Contractor shall, within ten (10) days after being awarded the contract, furnish performance security in one of the following ways:

- A. Furnish a surety performance bond in an amount equal to \$500,000, or
- B. Furnish an irrevocable commercial letter of credit from a National or State Bank located in the Commonwealth of Kentucky, for an amount equal to \$500,000.

The performance bond or letter of credit shall be renewed annually and shall be made payable to the City of Alexandria.

IX. TRANSFERABILITY OF CONTRACT

No assignment of this Contract or any right occurring under this shall be made in whole or in part by the Contractor, either voluntarily or involuntarily, or by any process of law, and shall not be or come under the control of creditors or trustee(s) of Contractor, without the express prior written consent of the Owner, which consent shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume the liability of the Contractor.

X. EXCLUSIVE CONTRACT

The Contractor shall have the sole and exclusive franchise, license and privilege to provide residential and commercial solid waste collection and removal services for and on behalf of the Owner.

XI. OWNERSHIP

Title to solid waste and recyclable materials shall pass to the Contractor when placed in Contractor's collection vehicle, removed by the Contractor from containers, or removed by Contractor from the customer's premises.

XII. DISCONTINUED SERVICE & OTHER BREACHES OF CONTRACT

Should the Contractor fail to provide the solid waste collection and disposal services other than from causes such as natural acts of God, riots, war, federal, state or local regulation changes, fires or other differences beyond the reasonable control of the Contractor required by this agreement for a period in excess of one (1) working day, the Owner may take the following actions:

- A. Employ such means as it may deem advisable and appropriate to continue work until such matter is resolved, and the Contractor is again able to carry out his operations under this Contract.
- B. Deduct any and all operating expenses incurred by the Owner from any money then due or to become due the Contractor, and should the Owner's cost for continuing the operation exceed the amount due the Contractor, collect the amount due either from the Contractor or surety, or both, and also to assert a lien on all properties of the Contractor.
- C. During such period, the liability of the Owner to the Contractor for loss or damage to equipment and facilities so used shall be that of bailee for hire, ordinary wear and tear being specifically exempt from such liability.
- D. If the Contractor is unable for any cause, to resume performance at the end of fifteen (15) consecutive work days, all liability of the Owner to the Contractor under this agreement shall cease, and the Owner shall be free to negotiate with other Contractors for the operation of said solid waste service, and/or take actions provided below for bankruptcy, default, breach of contract. Such actions shall not release the Contractor herein of his liability to the Owner for such breach of agreement.
- E. In the event the Contractor shall be adjudged bankrupt, either by voluntary or involuntary proceedings, then this contract shall immediately terminate, and in no event shall this contract be or be treated as, an asset of Contractor after adjudication of bankruptcy. If Contractor shall be proven insolvent or fail in business, this contract may be terminated at the option of the Owner.
- F. All terms, conditions and specifications of the contract are considered material and failure to perform any part of the Contract shall be considered breach of contract. Should Contractor fail to perform any of his contractual obligations, the Owner may,

at its option, terminate the contract five (5) days after written notification to the contractor, to remedy the violation.

G. In the event of termination of the contract for breach, default or bankruptcy as specified above, the Owner shall have the right to forthwith take possession of all of the Contractor's equipment, facilities and records used in performance of this contract as follows:

1. The Owner shall have the right at its option, to purchase Contractor's equipment and facilities at the depreciated, fair market value thereof.
2. The Owner shall pay Contractor the reasonable rental value of such equipment and facilities during the time same are used by the Owner, should the Owner elect not to purchase. Liability of the Owner to the Contractor during this period shall be that of a bailee for hire, ordinary wear and tear, specifically exempt for such liability.
3. Should it become necessary for the Owner to employ an attorney to enforce the provisions of this Contract, the Contractor shall be responsible for the payment of reasonable attorney fees.

XIII. CONTRACTOR PROPERTY

The Contractor shall not transfer, sell, assign, lease, surrender, abandon or permit to lapse his title or right or possession in any and to any real or personal property used in the performance of this contract without the prior, written consent of the Owner. Any attempt to do so without such permission shall constitute a material breach of contract, unless the Contractor maintains the amount of equipment specified in the inventory list.

The Contractor shall maintain a complete inventory of all real property, building, furnishings, containers, vehicles and any other pieces of equipment necessary for the performance of this contract and shall furnish the Owner with such inventory upon request.

The Contractor shall inform the Owner of all additions and deletions to said inventory within a reasonable time, but not more than fifteen (15) days following any transaction, or upon request.

The contractor shall maintain the existing equipment or replace equipment with equipment purchased from nationally know or recognized manufacturers for garbage collection.

Garbage collection equipment shall be enclosed, updated equipment, and kept in good repair, appearance and in a sanitary, clean condition at all times. The Contractor shall have available, at all times, reserve equipment which can be put into service and operation within two hours of any breakdown. Such reserve equipment shall substantially correspond in size and capability to the equipment used by the Contractor to perform its duties hereunder.

XIV. NEWLY DEVELOPED AND ANNEXED AREAS

The contractor will, within one week of notification by the owner, provide solid waste collection services of the same frequency and quality required by the Contractor to newly developed and annexed areas. As new homes are constructed and occupied in any of the Owner's designated areas, the Contractor shall be responsible for notifying the owner of all collection locations being serviced which do not appear on the original agreement. Such notification shall be required for the Contractor to receive payment for the collection services rendered to that location. Failure of the Contractor to notify the Owner, shall remove any obligation on the part of the Owner to pay to the Contractor, any monies for services rendered at those locations for which proper notification has not been made.

XV. TERMINATION OF CONTRACT

If Contractor is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors for labor, materials, or equipment, or if he disregards laws, ordinances, rules, regulations, or if he otherwise violates any provision of the Contract Documents, the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his Surety a maximum to any other right or remedy and after giving the Contractor and his Performance Bond a maximum of five (5) days from delivery of a Written Notice, terminate the services of the Contractor and take possession of the materials, equipment, tools and machinery thereon owned by the Contractor and continue the service by whatever method he may deem expedient.

Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor does not discharge the Contractor from compliance with the Contract Documents.

If, through no act or fault of the Contractor, the service is suspended for a period of more than 90 days by the Owner or under an order of the court or other public authority, Owner fails to act on any request for payment within 30 days after it is submitted, or the Owner(s) fail to pay the Contractor substantially within 30 days of its presentation, then the Contractor may, after ten days from delivery of a Written Notice to the Owner, terminate the Contract and recover from the Owner's payment for all services executed and all expenses sustained. In addition, and in lieu of terminating the contract, if the Owner has failed to act on a request for payment, or if the Owner has failed to make any payment as aforesaid, the Contractor may, upon ten days Written Notice to the Owner, stop the service until he has been paid all amounts then due, in which event and upon resumption of the service, Change Orders shall be issued for adjusting the charges to compensate for the costs and delays attributable to the stoppage of the service.

The Contract may be terminated if the City fails to make proper and timely payment to the Contractor as provided for in (above).

XVI. LIQUIDATED DAMAGES

As a breach of the service provided by this Contract would cause serious and substantial damage to the Owner and its customers, and the nature of this Contract would render it impractical or extremely difficult to fix the actual damage sustained by the Owner by such breach, it is agreed that in case of a breach of service, the Owner may elect to collect liquidated damages as specified below and not as a penalty, the amount which the Owner will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies the Owner may have as to any subsequent breach of service under this Contract.

- A truck beginning in residential collection prior to 6:00 am without approval of the Owner is subject to a penalty of \$100 per day.
- Failure to collect misses within 12 hours of notification to Contractor is subject to a penalty of \$100 each.
- Repetition of complaints on a route after notification of spilling, non-collection, crossing planted areas, or similar violations, is subject to a penalty of \$100 each.

XVII. STIPULATION

It is stipulated that the Owner will require that all solid waste Haulers or Contractors comply with Federal, State and local regulations and all solid waste hauling must be done by a properly licensed, insured and bonded Hauler or Contractor. All individuals, companies or firms employed to haul solid waste in the City of Alexandria shall dispose of the collected solid waste at any permitted, State approved disposal site and all transportation of solid waste must be in compliance with Commonwealth of Kentucky regulations and transported in an approved compactor vehicle.