

SCOPE OF WORK FOR

\* **NON-RESIDENTIAL COLLECTION SERVICES FOR REFUSE, RECYCLING, BRUSH, COMPOSTABLE MATERIALS, SPECIAL EVENTS, CLASS 2 SPECIAL NON-HAZARDOUS WASTE, AND EMERGENCY COLLECTION ASSISTANCE** \*

1.0 INTRODUCTION

The City of Austin, hereafter referenced ("City") seeks offers in response to this solicitation from Contractors qualified and experienced in the transporting, collection and processing and disposal of refuse, single-stream and scrap wood recycling, baled cardboard, brush (no food scraps), compostable materials (including food scraps), and Industrial Class 2 special non-hazardous waste generated by the City.

It is the intent of this solicitation to establish a service agreement with one or more qualified Contractors, hereafter referenced "Contractor(s)," who can provide disposal and recycling services; routine, non-routine (on-call), and bulky items services for a variety of special public events and/or festivals throughout the year; disposal/recycling of Class 2 special non-hazardous waste materials and possible emergency collection services. The Contractor(s) shall provide all the necessary containers, dumpsters, staff, vehicles and equipment to perform these services for multiple City departments at multiple locations.

Additionally, under this service agreement the Contractor(s) shall agree to support and assist with the cleanup and removal of debris resulting from inclement weather and emergency situations as needed, and as requested by the City.

Services provided under this contract shall meet the minimum standards of the City's Universal Recycling Ordinance ("URO") in terms of containers, labelling, and recyclable/compostable materials accepted. The URO became effective Oct. 1, 2012, and established minimum recycling standards for all commercial properties in Austin. The goal of the URO is to reduce waste going to area landfills, reduce harmful environmental impacts of burning and burying waste, and increase economic development. The URO requires recycling and organic material diversion services consistent with Austin's Zero Waste goals.

The Contractor(s) shall adhere to the Zero Waste goals of the City and support all its efforts to reduce waste and improve the environment.

This contract shall be, in part, revenue based for the all recyclable and compostable materials collected.

2.0 TYPES OF SERVICES

2.1 The Contractor(s) shall be responsible to provide all personnel, collection equipment, transportation vehicles, containers, dumpsters, tools and all other necessary materials, equipment and provisions to complete the services and collections for the refuse disposal, single-stream, scrap wood, and baled cardboard recycling, brush and bulk materials collections processing and/or disposal, recycling of compostable materials, disposal and recycling of industrial Class 2 and special non-hazardous waste, and emergency assistance as needed. [Empty drums for Class 2 and non-hazardous special waste disposal and City owned compactors will be provided by the City facilities as directed and needed.] The term "container(s)" as used herein shall refer to dumpsters, roll-offs, and all required carts and associated materials and equipment needed unless the context clearly indicates a different meaning and/or otherwise. Possible additional services may be required related to the URO, Zero Waste initiatives or other City needs as required.

2.2 An estimated list summarizing the City's current service locations and collection needs is included as Attachment A. Attachment A includes the current estimated and anticipated container type, size, quantity, departments, service locations, and collection frequency. Container size, type, service locations, departments, quantity and collection frequency are subject to change throughout the term of the contract. There are no guarantees of number of departments, locations, quantity or collection frequencies included. Service locations may be added or changed at the discretion of the City.

2.3 Routine, Non-routine (On-call), and Bulky Items Services –Contractor(s) shall supply all necessary vehicles and equipment for the collection, transportation and processing of

These provisions allow for significant expansion of contract.

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refuse, recyclables and composting materials at approximately 200 commercial and non-residential City facilities. In 2015, these facilities produced approximately 7,500 tons of refuse and 1,200 tons of recycling. Routine services at these facilities shall be on a pre-defined scheduled collection frequency, as determined by the City and mutually agreed upon. Non-routine services at these facilities shall occur immediately when requested by the City including evenings, weekends and holidays for any purpose. The unit prices for non-routine services shall be based upon the size and type of container and shall be calculated on a per trip basis. (Costs for these should be included separately on the 0600 bid sheet). Services shall also be provided for bulky items too large in dimension to fit in the refuse containers and/or compactors used by the City in its normal collection services. Contractor(s) shall provide bulky item pick-ups within twenty-four (24) hours of a request from the City.

- 2.4 **Special Events** - The City currently coordinates and supports approximately 20 public special events/festivals each year in the Austin area by contracting with private haulers to provide the collection, transportation and processing of trash, single-stream recycling, and compostable materials, and to provide the necessary containers which include various sized dumpsters, carts and roll-offs. In recent years, the number and types of special events/festivals have increased, as well as the popularity and attendance at each event; therefore, the special events services are subject to fluctuation. Additionally, the City co-sponsors several events where services may be required. Reference Section 3 for details.
- 2.5 **TCEQ Class 2 and Special non-hazardous materials definition** - Texas Commission for Environmental Quality ("TCEQ") regulations (30 TAC 335.505/506/508) defines industrial Class 2 waste as solid waste that does not meet the criteria for hazardous waste (as per Resource Conservation and Recovery Act ("RCRA") regulations) and is neither a TCEQ Class 1 nor a TCEQ Class 3 industrial waste. Special waste is any solid waste that requires special handling because of its quantity, concentration, and physical or chemical or biological properties.
- 2.6 The City generates Class 2 and non-hazardous special wastes that are not suitable for general refuse dumpster disposal containers and/or processing. These wastes include, but are not limited to: used treated wood utility poles, contaminated soil with less than 1500 parts per million ("ppm") total petroleum hydrocarbons ("TPH"), soil contaminated with mineral oil from transformers with less than 1500ppm (covered by a TCEQ variance that allows that specific soil to be disposed of in a municipal landfill), construction/demolition debris, Class 2 wastewaters, rust, spent desiccants, unused solid chemical products, non-PCB bushings/capacitors and asbestos. The City requires a Contractor to safely handle and dispose or recycle these materials.
- Note:** Hazardous solid wastes (as per RCRA regulations), Class 1 industrial solid waste (as per TCEQ regulations) and Universal wastes (as per RCRA regulations) are not part of the scope of this contract.
- 2.7 **Emergencies/Storm Clean-up** – Contractor(s) may also be required to provide additional weather related and/or emergency cleanup assistance where the hauler shall provide various sized containers and collection services in neighborhoods impacted by storm events or as needed to assist and support City operations. The Contractor(s) shall have an adequate number of equipment, containers, vehicles, and staff to provide emergency services, beyond regular working hours. Contractor(s) shall be available 24 hours a day for these services, and ready to respond when requested to assist with emergency services within 5 hours of the request. Emergency cleanup assistance provided by the Contractor(s) shall remain an option for the City, as the City deems necessary, to respond to significant weather and/or emergency situations requiring the Contractor's services. The City reserves the right to use additional Contractors, some currently under contract with the City for FEMA and emergency debris clean-up services, as well as additional contractors, as

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needed due to emergency and/or weather impacted situations. Any services in this category, that are requested by the Contractor(s), under this contract, will be to assist with unanticipated, but necessary cleanups that require immediate response times.

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**3.0 SPECIFICATION OF SERVICES AND PERFORMANCE REQUIREMENTS**

The Contractor shall solely be responsible to provide all personnel, collection equipment, transportation vehicles, containers (with the exception of drums for Class 2 waste and City owned compactors), tools and all other necessary materials, equipment and provisions to fully complete the services and collections of refuse, single-stream recycling, baled cardboard, brush, bulk materials, compostable materials, industrial Class 2 and special non-hazardous waste and as needed emergency response assistance in accordance with the specifications within this Scope of Work (0500 document).

The term "container(s)," as used herein, shall refer to dumpsters, roll-offs, compactors, collection points, staging areas, and all required carts and associated materials and equipment needed, unless the context clearly indicates a different meaning and/or otherwise.

3.1 **SERVICES** - The services required under the resulting contract shall be defined as a minimum of the following:

3.1.1 **Routine Refuse/Scheduled Collections** – The Contractor shall supply all necessary containers vehicles, equipment, labor (including delivery, set-up/placement in the specifically requested location(s)), cleaning, labelling (as instructed by the City's point of contact), transportation, processing of materials and retrieval/pick-up of containers to provide collection services for refuse, single-stream recycling, baled cardboard, brush, and compostable materials for multiple City departments, facilities and locations on a pre-defined scheduled collection frequency, as determined by the City and mutually agreed upon.

3.1.2 **Unscheduled Collections** – The Contractor agrees to empty containers at additional times and locations, other than the normal pre-defined scheduled collection frequencies, when requested to do so by the City, as needed. The unit prices for unscheduled (or additional) collections of containers shall be based upon the size and type of container, and shall be calculated on a "per trip" basis. (Costs for these should be included separately on bid sheet).

**3.1.3 Special Events & Festival Collections –**

**NOTE: Services for special events will only be as requested, and for City Co-Sponsored events, whereby the City is selected to provide the services.**

For special events and/or festivals, the Contractor agrees and shall supply all necessary containers (including delivery, cleaning, labelling, retrieval of containers and processing) and provide collection services for refuse, single-stream recycling, and compostable materials. Special event collection unit prices shall be based on the size and type of container, and shall be calculated on a "per trip" basis.

For special events, in addition to regular week day delivery hours, Contractor agrees and shall deliver and pickup containers for special events, seven days a week, Monday through Sunday, including holidays, evening and after normal hours as instructed by City's point of contact personnel. Contractor shall be prepared and agrees to return for additional pickups, during the events, if needed, as requested by City personnel during the events.

**NOTE: In some cases, due to the event, there are street closures. Contractor shall be responsible to make arrangements to ensure services are on-time including added time for diverting due to closures, traffic or other.**

Three days prior to each event, Contractor shall provide a point-of-contact person including an email and cellular telephone number for all special events, to be

There is no basis for Austin Resource Recovery to gather prices and information to provide contracted collection services for dozens of special events & festivals which are overwhelmingly provided service by TDS and other private haulers.



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available immediately by telephone, for troubleshooting and other issues. Said contact shall be readily available by telephone during the entire event, and have the authority and resources to resolve all problems that may arise as indicated by City personnel.

Contractor's point-of-contact, and/or designated personnel shall coordinate with the designated City personnel by telephone prior to the delivery of all dumpsters and containers to ensure proper delivery location, specific placement and time. Where items have been dropped-off at the incorrect location and/or time, the scheduled point-of-contact personnel shall have sufficient manpower redirected to the location to meet City personnel for instructions for proper delivery locations within 60 minutes of the request from the City personnel.

Some of the special event services, may necessitate the use of 96-gallon or similar cart containers on wheels for composting materials.

Contractor shall provide a written, detailed estimate within 5 business days prior to the scheduled special event/festival, for City to review to ensure all necessary services, items, times, and locations are accurately defined and included.

Below is a list of special events/festivals for which the Contractor may be required to provide services. This list is not all-inclusive and/or limited to, the following:

- South-by-Southwest (SXSW)
- Austin City Limits Music Festival (ACL)
- Pecan Street Festival
- The Republic of Texas Biker Rally
- Austin Film Festival
- Urban Music Festival
- Fun, Fun, Fun Fest
- Blues on the Green
- Cap 10K
- Keep Austin Weird Fest & 5K
- Zilker Kite Festival
- Austin's New Year
- Austin Reggae Festival
- Eeyore's Birthday Party
- Austin Wine and Music Festival
- Austin Celtic Festival
- Bat Fest
- O. Henry Pun-Off
- Austin PRIDE Festival and Parade

**Nearly every event and festival listed here uses TDS for its solid waste, recycling and composting services, as well as other services such as portable restrooms, luxury trailers, and more.**

**NOTE:** Services for special events will only be as requested, and for City Co-Sponsored events, whereby the City is selected to provide the services.

- 3.1.4 On-Call Collection – The Contractor shall supply all necessary containers (including delivery, cleaning, labelling, retrieval of containers and processing) and provide collection services at various locations as directed by the City. On-call containers shall not have a pre-defined, scheduled collection frequency, but shall be emptied/serviced and/or replaced by the Contractor when instructed to do so by the City, including evenings, weekends and/or holidays and for any purpose. Since collections of on-call containers is difficult to anticipate, the Contractor shall be allowed to charge a rental price for the use of each container in addition to the “per trip” fees, and this should be listed separately on the 0600 bid sheets.

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**3.1.5** Emergency/Storm Clean-up Services - The Contractor shall be ready to provide additional services, as directed by The City, to assist with weather related, and/or emergency clean-up services. The Contractor shall be able to provide adequate, various sized dumpsters, containers and collection services in neighborhoods impacted by storm events or as needed to assist and support City operations. Contractor must support they have an adequate number of equipment, containers, vehicles, staff to provide emergency services, beyond regular working hours. Contractor must be available 24 hours a day for these services, and ready to respond when requested to assist with emergency services within 5 hours of the request.

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Under the resulting contract, emergency clean-up assistance provided by the Contractor shall remain an option for the City, as the City deems necessary, to respond to significant weather and/or emergency situations requiring the Contractor's services. The City reserves the right to use additional Contractors, some which are under contract with the City for FEMA and emergency debris clean-up services, as well as additional contractors, as needed due to emergency and/or weather impacted situations. Any services in this category, that are requested from the Contractor(s), under this contract, will be to assist with unanticipated, but necessary clean-ups that require immediate response times for such. Additionally, Contractor agrees to comply with all FEMA requirements relating to and for the entire duration of the emergency/storm clean-up assistance requested.

**3.1.6** City Facilities Bulky item pick-up- The Contractor shall collect items too large in dimension to fit in the refuse containers and/or compactors used by The City in its normal collection services. This service shall be on a requested basis. Contractor agrees to provide bulky item pick-ups within twenty-four (24) hours of a request from the City.

**3.1.7** Industrial TCEQ Class 2 and special non-hazardous waste- Contractor shall provide containers, collection, transportation, cleaning, and all resources to properly dispose and/or recycle all Industrial Class 2 and special non-hazardous waste streams generated by the City from several departments (empty drums will be provided by City facilities for Class 2 and non-hazardous special waste). Class 2 waste drums may be placed into roll-off containers for pick up and disposal by the Contractor. Contractor shall keep separate all materials that can be recycled, and properly weigh and record these materials for revenue to the City.

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**3.1.8** Reporting –

The Contractor(s) shall provide the City with a report for all services provided each month within ten (10) business days after the previous calendar month is complete. See below for additional reporting instructions for Class 2 waste materials and special events. Additionally, within five (5) days of each special event and/or festival, Contractor shall provide to the specified City personnel, separate the weights for trash, recycling and composting for each event. The Contractor's monthly report shall include at a minimum, the following information:

Reporting requirements are significantly expanded to the point they are onerous and cost prohibitive.

a. The property address and description where the services are provided, the department and facility name, event/festival name, reason/purpose for an unscheduled and/or on-call request, and neighborhood/area for each location serviced.

b. **For all routine trash and recycling**, not including Class 2 non-hazardous waste materials, report must include tonnage/volumes collected for the month, revenue for all recyclables based upon the agreed current dedicated route audit rates.

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- c. The total accurate weight of refuse (landfill trash) collected for the previous month.
- d. The total accurate weight of recyclable materials collected for the previous month.
- e. The total accurate weight of brush collected for the previous month.
- f. The total accurate weight of compostable materials collected for the previous month.
- g. Contractor to provide the City with a monthly report that details diversion rates that represent percentage of materials collected and percentage diverted from the landfill by recycling, repurposing, reusing or other methods,
- h. Total accurate weights, quantities and types of items for recycling, location for processing of recyclable materials, load ticket at drop-off facility.
- i. **Class 2 Non-Hazardous waste materials:** For these Contractor must provide total accurate weight of Industrial Class 2 solid waste and special non-hazardous solid waste for each collection and from at each location. Contractor(s) shall provide and return a detailed written breakdown of weights and documentation within 30 days of the date of shipment for all Industrial Class 2 and special non-hazardous waste. The documentation shall include the date and from which the waste was picked up, a description of the waste, size and number of containers, the final destination/disposition for the waste, and the gross and tare weights. The Contractor(s) shall maintain all applicable documentation that verifies the quantities and types of waste materials transported, stored, treated and disposed of under this contract. The documentation shall be adequate to protect the City and the Contractor according to all applicable laws and regulations, and to document that all waste materials covered by this contract have been transported, treated and disposed of properly. Within five days of each special event, Contractor(s) shall provide the weights for trash, recycling and composting separately for that event.
- j. **Special Events-** For special event collections Contractor will perform these on a dedicated route basis. Contractor shall provide all tonnage for debris, recycling and organic materials collects for that particular event. **NOTE:** Loads that are considered contaminated, must be supported by documentation and subject to City approval.
- k. Annually on or before Sept. 30th the Contractor(s) shall provide an Excel spreadsheet with detailed information about the amount of trash, recycling, brush, compost, and Class 2 categories collected in pounds over the previous year per department and sortable by service address.
- l. The Contractor(s) shall provide quarterly reports that support all efforts made to reduce waste, improve the environment, assist the community to improve the quality of life and reduce waste and protect and preserve the natural resources.
- m. **Diversion rates-** Contractor to provide monthly reports on landfill diversion rates for all materials that are diverted by recycling, repurposing, composting or otherwise. Reports should include separate percentages of how materials are diverted.

**Requirement:** It is essential for the successful performance of this contract that the weights reported to the City for each location are accurate. Weight estimates are not acceptable. The Contractor shall be solely responsible for proposing a

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solution that is approved by the City's Contract Manager and results in the implementation of a measurement method that will accurately capture and record actual weights for each type of material collected, at each location, and/or event, each time a collection is made.

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**4.0 DISPOSAL AND PROCESSING FACILITIES**

- 4.1 All disposal sites and facilities, recycling facilities and treatment methods used by the Contractor(s) under this contract shall be approved in writing in advance by the City Contract Manager(s). These facilities are required to have the necessary Federal, State and local authorizations/permits. The Contractor(s) shall identify these authorizations in the submittal. Any changes in disposal sites, facilities or treatment methods without prior City approval shall constitute a material breach of this contract. Methods for disposal may vary depending upon the materials and requirements of individual departments within the City. Contractor(s) shall inform the City in writing (and get approval from the City Contract Manager(s)) 60 days in advance of any change in facilities, of any new facility, or of the discontinuance of an existing facility if these are to be used for disposal and/or processing centers for waste under this contract.
- 4.2 Disposal Sites Compliance and Capacity – The Contractor(s) shall provide documentation annually to support that the landfill and all facilities will have a continued capacity to accept the materials delivered for the lifetime of this contract. The Contractor(s) must also provide annual confirmation that all facilities used are in compliance with all TCEQ, federal, state and county requirements. Should any changes or compliance matters arise, the Contractor(s) shall notify the City Contract Manager(s) within 24 hours.
- 4.3 The Contractor(s) shall inform the City of any landfill closures at least a year before the actual closure. The Contractor(s) shall inform the City Contract Manager(s) within 24 hours after notification by a regulatory body if the disposal or processing facility will be closing due to non-compliance with regulations. In the event of a change in the disposal facility, the Contractor(s) shall be responsible for transferring (including additional laboratory analysis associated with profiles) all existing profiles to the new disposal facility at no cost to the City. The Contractor(s) shall only include those disposal or processing facilities with a capacity to handle the waste under this contract for a minimum of 12 months.
- 4.4 Disposal and processing facilities utilized by the Contractor(s) in accordance with this contract shall be located within the Central, Capital Area of Texas, which includes the counties of Travis, Hays, Caldwell, Bastrop, Fayette, Lee, Williamson, Burnet, Blanco, Bell, McLennan, Bexar, and/or Llano. The contractor shall indicate the location(s) of disposal and processing facility(ies) that will be used in this contract.
- 4.5 Refuse Disposal - The Contractor(s) shall deliver all refuse (i.e. landfill trash) collected under the terms of this contract to one or more, legally operated disposal facilities pre-designated by the Contractor(s) and approved by the City. The Contractor(s) shall follow the disposal facility(ies)'s procedures for materials delivered and transferred (including, but not limited to weigh-in and weigh-out, placement of materials, and acceptance dates and times). The Contractor(s) shall confirm in writing, from the facility proposed by the Contractor. Contractor(s) for use in correlation to the services described herein, that the facility(ies) shall have adequate landfill capacity throughout the initial term and all potential extension options of any resulting contract.
- 4.6 Single-Stream Recycling Processing - The Contractor(s) shall deliver all recyclables collected under the terms of this contract to a legally operated Material Recycling Facility ("MRF") pre-designated by the Contractor(s) and approved by the City.

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Contractor must disclose which disposal, recycling and composting facilities will be utilized and their respective capacities to handle volumes managed under the potential 6-year contract.

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All recyclable and compostable materials, collected by the Contractor(s) under the terms of this contract shall be the sole property of the City and all net revenues generated from the sale of said recyclable materials shall be due to the City on or before the 10<sup>th</sup> day of the following month. The net revenues due the City shall be based current dedicated route audit rates for that period, delivered and processed to the MRF minus the facility processing fees as indicated on the bid sheets and agreed to by the City. Accurate weight tickets in support of materials delivered must accompany all revenue statements.

The City is unjustly confiscating revenues from private service providers, businesses and event organizers.

The City may, at its sole option, and at any time, designate a different MRF for the delivery of all single-stream recyclable materials collected by the Contractor(s) from City facilities and special events/festivals if it is deemed to be in the best interest of the City, subject to mutual agreement of all parties.

Flow control by contract pursuant to Bob Gedert's 9-13-16 Memo.

4.6.1 The Contractor shall perform all tasks required to collect and transport all single-stream recyclables to the MRF for processing and sale.

4.6.2 The Contractor shall provide the City with all revenues generated from the sale of the recyclables and compostables minus the transportation and service fees, as indicated in their proposal on or before the (10<sup>th</sup>) tenth day of the following month.

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4.7 **Brush Processing** – The Contractor shall deliver all brush (no food scraps) collected under the terms of this contract to the City's Hornsby Bend Bio-solids Management Plant, located at 2210 South FM 973, Austin, Texas 78725. All brush collected shall be the sole property of the City. The location for the brush deliveries is subject to change based upon future needs of the City.

Flow control by contract pursuant to Bob Gedert's 9-13-16 Memo.

4.8 **Compostable Materials Processing** - The Contractor(s) shall pick up, transport and deliver all compostable materials (brush, food scraps) collected under the terms of this contract to a state-approved compost processing facility(ies) pre-designated by the Contractor(s) and approved by the City. The City reserves the right to change the designated compostable materials processing facility(ies) at any time during the life of the contract with at least 30 days written notice.

4.9 The Contractor(s) shall follow the processing facility's designated procedures for materials delivery and transfer (including, but not limited to weigh-in and weigh-out, placement of materials, and acceptance dates and times). The Contractor(s) shall not commingle materials collected from City facilities for special events and or Class 2 materials (as defined herein).

4.10 **Industrial Class 2 and special non-hazardous waste** – The Contractor(s) shall, in accordance with all applicable Federal, State and local statutory provisions and ordinances, properly dispose of and/or recycle all industrial Class 2 and special, non-hazardous waste materials separately from other refuse, debris and recyclable materials collected from all City facilities. The Contractor(s) shall use containers specifically designed for this classification of waste, and shall transport all materials to a licensed facility(ies) approved to accept these types of materials, subject to City approval. The City shall provide the Contractor(s) with waste characterization data for the Class 2 and special, non-hazardous waste materials, and the Contractor(s) shall review and process the waste as determined by City unless otherwise notified or the Contractor(s) notifies City the load has additional characterizations to be determined.

4.10.1 The Contractor(s) shall deliver all Class 2 and non-hazardous waste to a licensed facility legally qualified to accept these types of waste, subject to City approval. The licensed facility must meet all TCEQ permit and notification requirements (including 30 TAC 335.2). The licensed facility must also meet any Federal, State and local government regulations. The Contractor(s) shall not commingle these materials with other collected materials.



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4.10.2 The Contractor(s) shall manifest all wastes picked up from industrial sites. The correct profile number and waste code (where applicable) shall be shown on the manifest. The Contractor(s) shall return the white copy of the shipping manifest within 30 days of shipment from the facility. The City will provide the Contractor(s) with waste characterization and shall prepare waste approval forms. The Contractor(s) shall review and process completed waste approval forms submitted within five working days. The Contractor(s) shall provide the City a copy of each completed profile with the approval code that has been assigned by the Contractor(s) and the expiration of the code, if applicable. The Contractor(s) shall provide manifests for each shipment.

4.10.3 The Contractor(s) shall inform the City in writing about all citations of non-conformance (including violations) with applicable regulations and ordinances within 10 days of the receipt of these notices, stemming from the disposal or recycling of waste. The contractor shall keep the City informed of all changes to the final destination for materials covered under this contract. The City reserves the right to cancel this contract depending on the nature and seriousness of the non-conformance or violation.

**5.0 CONTAINERS:** The City shall provide an updated list of City facilities and the containers and services required as needed during the contract. The Contractor(s) shall coordinate complete delivery of all containers as required within thirty days after contract execution or as agreed upon in writing between the City Contract Manager(s) (or designee(s)) and the Contractor(s)' designee(s). Additionally, a list of contacts and phone numbers shall be exchanged between the City and the Contractor(s) with notification of contract award. The departments, locations, quantities, amount and size of containers are subject to change as the City determines. There are no guarantees as to continued departments, locations, and/or quantities on an ongoing basis.

5.1 The Contractor(s) shall provide containers according to the service requirements of each location and as determined and requested by the City. The Contractor(s) shall bill the City at prorated amounts for all services that are performed for less than the entire month.

5.2 The Contractor(s) shall provide or remove a container within 48 hours after request by the City. Electricity and services needed for compactors and balers shall be predetermined prior to services by the City subject to change and availability, excluding special event requirements.

5.3 The Contractor(s) shall, upon written request by the City, empty container(s) within 12 hours of request by the City regardless of the container scheduled and/or collection frequency. If the Contractor(s) is unable to meet this timeline, it shall contact the City Contract Manager(s) within four hours of receiving the request and provide an explanation and alternative plan for servicing the container(s), subject to City approval. Special event times will vary based upon instructions provided by the City.

**5.4 Spill Prevention, Leaks, Spillage and Clean Up** – Contractor(s), its employees, subcontractors or consultants shall solely be responsible and liable for all the management, cleanup, resulting damages, expenditures and other for all drips, leaks and/or spills from any source, solid or liquid, and/or loss of debris that occur anywhere and anytime during the performance of this contract. Contractor(s) shall inform the appropriate City contact of all occurrences immediately after the spill event. Should spillage occur in, on, from and/or around the container(s) or compactor(s) anytime, and **for any reason**, the Contractor(s) shall be solely liable and shall clean, pump out, and sweep up and properly dispose of the material/litter. Cleaning and sweeping shall include, at a minimum, the gathering and removal of material from the container and/or area where spillage occurred, and the surrounding premises and adjoining areas, using either manual or mechanized brooms and/or sweeping machines and proper solvents for cleanup. Cleanup shall conform to all Federal, State and local regulations and ordinances. All damage, accidents and/or injuries

This language is in direct response to a prolonged matter relating to hazardous materials/liquids produced under the current Central Business District contract, which City staff refuses to address.

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that occur as a result of any leaks and/or spills shall be the sole liability and responsibility of the Contractor(s). All statutory requirements are the sole responsibility and liability of the Contractor to know and uphold. Contractor agrees to indemnify the City for any and all failures by the Contractor(s), its employees, subcontractors and and/or other parties to adhere to all statutory requirements and any resulting damages from spillage. Contractor(s) is solely liable to ensure compliance of all vehicles and equipment. Contractor(s) is required to maintain TCEQ and all federal, state, county and city compliance at all time.

5.4.1 At no cost to the City, the Contractor(s) shall contain, remediate, and restore the site of the spill and other affected property and/or locations in accordance with applicable federal and state regulations, and, if on City property, in accordance with City requirements. The Contractor(s) shall notify the City contact within one (1) hour of the spill. A written report shall be submitted by the Contractor(s) identifying the substance, the associated profile number, the quantity released, the Reportable Quantity for the substance, agencies notified and representatives contacted, and all remediation actions to resolve the spills. The written report shall be submitted within seven (7) calendar days of the event and supplemented with follow-up reports on how the incident has been resolved, until the incident is closed.

5.4.2 Due to the potentially hazardous content of a spill or leak, Contractor(s) shall have personnel immediately begin the cleanup of any and all spills/leaks, and shall have the situation contained, fully cleaned up and resolved within 4 hours. If additional time and/or resources are needed to complete the cleanup, Contractor(s) shall notify the City of said reason(s) for the delay in the complete cleanup, and an anticipated timeframe for full cleanup. All cleanups required must comply with all TQEC and government regulations.

5.4.3 **CONTRACTOR(S) SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY AND ALL LOSSES, DAMAGES, EXPENSES, COSTS AND LIABILITIES, INCLUDING, BUT NOT LIMITED TO, REMEDIATION COSTS, INJURIES, FINES, PENALTIES, COURT COSTS AND/OR ATTORNEYS' FEES RESULTING FROM LEAKS, SPILLS, RELEASES, IMPROPER HANDLING AND/OR DISPOSAL OF WASTES OR FUEL BY CONTRACTOR, ITS SUBCONTRACTORS AND/OR ITS CONSULTANTS.**

5.4.4 Contractor(s) shall be solely responsible to supply, install, maintain and furnish any and all specialty parts, vehicles, and/or equipment that may be required to collect and transport loads safely without spillage or loss of debris of any kind for any reason leaving the vehicle or creating any hazardous occurrences. Any incidents, accidents and/or injuries that occur as a result of any leaks, spills or loss of debris shall be the sole liability and responsibility of the Contractor. Contractor is required to maintain TCEQ, federal, state and county regulatory compliance at all time.

**6.0 QUALITY REQUIREMENTS:** Contractor shall operate and perform all duties under this contract in a manner as not to create or cause a nuisance condition(s), protect all water and land resources as not to release or cause pollution, refuse, debris, chemicals or contaminated substances to be released. Contractor shall be solely responsible and liable for all violations under this section, and shall indemnify and hold harmless the City from any damages, losses or expenses related herein.

6.1 The Contractor(s) shall be responsible for assuring that loaded waste does not exceed weight limits for the transport vehicle(s). The Contractor(s) shall determine and provide the weight for each bulk load upon request from the City. The Contractor(s) shall be solely liable for any violations.

6.2 Contamination – The City departments do not expect contamination, due to the sorting and inspections of waste stream characteristics. However, in the unlikely event the

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Contractor(s) finds that waste shipped from a City facility does not conform to the approved profile for that waste, the Contractor(s) shall notify the City Contract Manager for that department within 24 hours and shall work with the City to determine the appropriate action to take, on an individual load basis. If the non-conforming waste must be taken to a different disposal facility, the cost will be split between the Contractor(s) and the City. The City shall make every attempt to ensure the waste being disposed of conforms to the profiles used, but cannot guarantee complete accuracy.

- 6.3 The City reserves the right to designate the time of day during which the Contractor(s) may empty and replace containers and compactors and collect bales of recycled materials from baler locations. The Contractor(s) shall schedule collections in advance with City departments for locations where containers, compactors, or bales are stored in secured areas. Many areas may require collections after business hours; however, City and Contractor will establish access for any secured areas, per department contract manager.
- 6.4 The Contractor(s) understands and agrees that events held at City locations take precedence over any other schedule(s) agreed to by the City and the Contractor(s). The Contractor(s) shall not hold the City liable, financially or otherwise, if the Contractor(s), due to an event(s) held at a City location, is required to reschedule services with the City. The City will make every reasonable effort to immediately notify the Contractor(s) if a special event(s) will impact any previous schedule agreed to by the City and the Contractor(s).
- 6.5 The City reserves the right to change the departments, frequency, locations, size and quantity of containers needed.
- 6.6 The Contractor(s) will not be required to provide routine/scheduled collection services on the following holidays: Thanksgiving Day, Christmas Day, and New Year's Day. [*This does not apply to special events, festivals, non-routine services, on-call, and/or emergency services.*] If the facility will not receive its scheduled collections on a day prior or subsequent to these holidays, the Contractor(s) shall contact the City's facility contact person or the City's designated Contract Manager in advance to arrange service on the preceding or following day, subject to City approval. This service shall be provided at the discretion of the City and at no additional cost to the City.

**7.0 EQUIPMENT REQUIREMENTS**

All containers, compactors, vehicles, equipment and balers supplied by the Contractor(s) to provide the services described herein shall at a minimum meet the requirements described below.

- 7.1 **Dumpsters and Roll-Offs** – All containers shall be uniform in appearance and shall be a separate and appropriate color for trash, recycling and composting, as directed by the City. Dumpsters and roll-offs shall be provided in various cubic yard sizes, as indicated by the different departments. If a location requires multiple containers of the same type, the containers shall be of uniform design and a specific color for the materials to be placed in said container. All containers shall be appropriately labelled with an 18-inch "Recycling Only," "Landfill Trash Only", "Composting" and/or "Industrial Class 2 and Special Non-hazardous Waste" decals provided by the City of Austin. In addition, clearly identified decals with images of the types of common materials accepted in the recycling program shall be placed on the containers in both English and Spanish translations at a minimum.
- 7.2 **Carts** – The containers, typically used for compostable materials, shall be uniform in appearance and a separate color, as instructed by the City, and shall be provided in various gallon sizes. The materials accepted shall be indicated on the container with images and text in both English and Spanish.
- 7.3 **Cardboard Recycling Balers** – These containers shall be mechanized to convert loose cardboard to bound and compacted bales which upon removal from the baler can be

This is cost prohibitive. No reasonable service provider would agree to maintain separate colored compactors, roll offs, dumpsters and carts for landfill waste, recycling and organic materials managed under this contract.

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maneuvered without dislodging pieces of the cardboard. It is recommended the balers provided shall be of vertical down stroke design with hydraulic compaction mechanisms. Balers generating bales weighing more than 400 pounds shall have feed openings measuring at least 24" in height and 58" in width and utilize metal bale-banding materials. The Contractor(s) shall provide proper and appropriate banding materials and the cost for banding material shall be included in the monthly unit price for the equipment. All balers shall have operating instructions permanently affixed to the baler in such a way as to be easily viewed by the operator while operating the baler's compaction mechanism. All balers shall be incapable of operation while the feed opening or compaction compartment doors are open. All operators shall be properly trained to safely operate the equipment.

- 7.4 Class 2 and special non-hazardous waste – The Contractor(s) shall provide (except for drums) and use only approved containers for this class and type of waste material. All containers in use for industrial Class 2 and special non-hazardous waste shall be appropriately labeled with an 18-inch "Industrial Class 2 and Special Non-hazardous Waste" labels as appropriate. These containers shall be kept exclusively for the storage and transportation of Class 2 and special non-hazardous waste." All containers will require labels indicating the materials are for Class 2 materials only. Contractor to provide labelling.
- 7.5 Compactors – These containers shall be electrically powered to compress either refuse or recyclable materials into either a detachable compaction container or a material container that is permanently attached to the compactor mechanism (like those supplied by the City).
- 7.6 All containers, compactors, equipment, and balers specified herein shall be sealed or plugged at the bottom to prevent leakage, and any leakage that occurs, for any reason, shall be immediately swept, pumped out, and/or cleaned by the Contractor, and the Contractor shall be solely liable for any and all clean-ups and/or accidents or injuries that occur as a result thereof. Contractor is solely responsible to ensure containers and transportation equipment are leak-proof. Contractor is solely liable and responsible for any liquids and or solids that may leak from the containers, hauling trucks and equipment.
- 7.7 Locking lids and/or doors for containers specified herein shall be furnished by the Contractor(s) when requested by the City. The Contractor(s) shall furnish any locks and keys within three business days after request by the City.
- 7.8 Compactors shall be of appropriate size and capacity to correspond to and work in conjunction with the existing facility attributes found at that location (e.g. access by/for trucks, overhead lines, location of power source, etc.).
- 7.9 All containers, compactors, and balers provided shall be installed and maintained in such a way that all applicable American National Standards Institute ("ANSI") regulations and Occupational Safety and Health Act ("OSHA") standards are continuously met. All statutory requirements are the sole responsibility and liability of the Contractor(s) to know and uphold.
- 7.10 Universal Recycling Ordinance - The Contractor shall comply with the standards of the Universal Recycling Ordinance (URO). All containers provided by the Contractor(s) under this contract that are larger than one (1) cubic yard shall be labeled to meet the requirements of the URO, which currently requires:
- 7.10.1 An 18-inch diameter or larger round sticker or placard indicating in English and Spanish the materials accepted ("Landfill Trash," "Compostable," "Recyclable" or "Class 2 industrial waste").
- 7.10.2 A 24-inch by 18-inch or larger sticker or placard on containers for recyclables that visually shows the common types of materials accepted.

This is cost prohibitive. No reasonable service provider would agree to maintain a separate inventory of containers for this.

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**8.0 VEHICLES:** Collection, disposal and processing of all refuse, recyclable, composting materials and class 2 materials shall be made in enclosed, liquid tight collection vehicles. Contractor is solely liable and responsible to ensure its containers and equipment are leak and debris proof. Contractor is solely liable and responsible to properly maintain all trucks and transportation vehicles to comply with all regulatory minimum standards. Contractor is solely responsible to ensure that during the transportation of all materials from the contracted areas to the landfills or recycling facilities that no fluids or materials leak, spill, blow out, fall out or otherwise from the vehicles.

8.1 Vehicles shall be clean and properly identified. All collection vehicles shall be in compliance with all applicable federal, state, and local laws, codes and regulations. The Contractor(s) is presumed to be fully aware and have sufficient knowledge of all applicable and required statutes and laws.

8.2 The Contractor(s) shall maintain and operate a sufficient number of clean and serviceable vehicles needed to perform the required collection services on each collection day, as determined by the City. The Contractor(s) shall also maintain a sufficient number of vehicles, equipment and manpower for all emergency response requests.

**9.0 EQUIPMENT MAINTENANCE**

9.1 The Contractor(s) shall provide cleaning of containers on a routine and as needed basis at no additional charge to the City. Compactors and compaction containers, both those provided by the Contractor(s) and those which are the property of the City, shall be cleaned by the Contractor(s). Cleaning shall take place during the City facilities' non-working hours unless other arrangements have been approved by the City. Non-working hours shall be defined as the twelve (12) hour period between 6:00 p.m. and 6:00 a.m. Some facilities may be placed on a scheduled cleaning frequency. Otherwise, cleaning shall be provided only upon request by the City.

9.2 Cleaning shall include the entire process of physically removing a container, dumpster, compactor or compaction container, that is not permanently affixed to another item from the City's premises, transporting the equipment to the Contractor's facility, sweeping, scrubbing, and rinsing out the equipment using soaps or detergents that will remove all refuse and kill bacteria both on the internal and external surfaces of components. Items such as stationery compactors, shall be cleaned on site. The Contractor(s) shall re-deliver and re-install the equipment on the City's premises. When the equipment being cleaned is supplied by the Contractor(s), containers, compactors, or compaction containers shall be switched out with equipment of like size and type which has already been cleaned, so as not to have a disruption in service, unless other arrangements have been approved by the City. If City property is temporarily moved during the cleaning process, Contractor shall return all property to the exact, designated location prior to the cleaning processes, immediately after cleaning.

9.3 The Contractor(s) shall repair or replace inoperable Contractor supplied compactors or balers within forty-eight 48 hours of notification by the City. While compactors or balers are inoperable, the Contractor(s) shall provide containers of adequate quantity, size, and collection frequency to properly contain and dispose of the waste and/or contain recyclable materials generated by the facility normally served by the inoperable compactors or balers.

9.4 Upon request by the City, the Contractor(s) shall replace Contractor-supplied compactors and balers that have been inoperable three (3) times during any portion of the previous 120 calendar days. Any compactors or balers so removed from service shall not be re-used by the Contractor(s) at a City facility without the prior written approval of the City.

9.5 The Contractor shall, at no additional cost to the City, re-paint Contractor-owned equipment within forty-eight (48) hours of notification by the City.

9.6 The Contractor(s) shall protect containers from rain and other adverse weather

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conditions. The Contractor(s) shall make every effort to ensure no rainwater and/or debris collects in empty drums and containers. The Contractor(s) shall be solely liable and responsible for the removal and disposal of all rainwater or other liquids that collect in all containers.

- 9.7 The Contractor(s) shall inspect container storage secondary containment systems weekly and after rain events for accumulated liquids, and remove accumulated liquids within 24 hours of discovery.
- 9.8 The Contractor(s) shall not stack containers more than two containers high, maintain a minimum of a 3-ft wide aisle space to allow for inspection of containers and movement of equipment, and label containers clearly visible and legible for inspection. The Contractor(s) shall keep containers closed and secure while in transport and storage unless waste is being added or removed.
- 9.9 The Contractor(s) shall handle waste containers in a manner as to prevent any rupture or leak and repair waste containers where leaking.

**10.0 CONTRACTOR QUALIFICATIONS**

To qualify for contract award, the Contractor(s) shall meet the following minimum requirements:

- 10.1 \* The Contractor(s) shall, at a minimum own or operate a landfill permitted to accept the City's waste listed under this solicitation, and/or have and maintain the proper agreements and permits with a landfill to deliver all materials to a qualified, landfill that can successfully process all the requirements necessary to fulfill this contract, per City approval. \*
- 10.2 The Contractor(s) warrants that it is fully qualified to adequately perform all services described in these specifications and that it understands the currently known hazards and risks presented to persons, property and the environment in the transportation, storage, and disposal of the waste materials described herein. The Contractor(s) warrants that it understands the scope of all applicable regulations to properly transport, process, store and dispose of such materials in full compliance with all laws, governmental regulations and orders, and in full compliance with all terms and conditions specified in permits currently held by Contractor(s), as applicable to providing the services described in these Specifications.
- 10.3 Contractor(s) warrants that 1) all disposal facilities, transporters, and handlers are properly licensed and permitted, 2) employees, subcontractors, (and employees of subcontractors) are properly trained to perform the various tasks which may be required pursuant to this contract, and 3) all wastes or materials shall be handled, transported, stored, and disposed of in accordance with all applicable federal, state, local statutes, laws, regulations, rules or ordinances.
- 10.4 The Contractor(s) shall not have had any significant performance deficiencies under City contracts in the last three (3) years, including but not limited to contract termination for cause, failure to maintain performance requirements, or outstanding financial obligations to the City.
- 10.5 The Contractor(s) shall have provided services similar in scope to the services required in these specifications on a continual basis over a minimum of three years. The Contractor(s) shall provide detailed relevant company experience with the submitted proposal, including the year, the name of the customer, company or agency for whom prior and current services have been and/or are performed, contact person, title, present address, phone number, and brief description of the project and services provided.

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- 10.6 The Contractor(s) shall provide a minimum of five (5) customer references with its submitted proposal along with evidence of satisfactory performance of similar projects as detailed in these specifications. Each customer reference must verify that the Contractor(s) performed the work satisfactorily. The Contractor(s) shall provide the name of the company, business location, telephone and address of business, areas serviced by Contractor(s) and length of time services provided.
- 10.7 The Contractor(s) shall provide historical data with its submitted proposal indicating compliance with all regulatory requirements for the last ten (10) years. The Contractor(s) shall annually report compliance with all requirements and/or any deficiencies post award.

**11.0 OTHER RESPONSIBILITIES AND REQUIREMENTS**

- 11.1 The City reserves the right to increase or decrease the location, type, quantity, size, and collection frequency of containers, compactors, and balers needed for any and/or all services to be provided. Such modifications shall only be submitted through the City's designated Contract Manager(s) or the City's designee, and shall be priced according to the prices listed on the submitted Bid Sheet. This provision allows for significant expansion of this contract.
- 11.2 The City shall have sole discretion in selecting the specific electronic communication method(s) (e.g. fax, email, telephone) that shall be utilized.
- 11.3 The Contractor(s) shall provide the City with cellular phone numbers where a responsible party can be reached at all times. The Contractor(s) shall respond to all requests and/or complaints forwarded by the City within two (2) hours of notification by the City. The Contractor(s) shall keep the City informed of any operational or employee changes that may affect the services, and/or that may require the City to make adjustments to daily contract administration duties or performance compliance. The Contractor(s) shall notify the City within one (1) business day of such changes taking place.
- 11.4 The City will work with the Contractor(s) to identify suitable locations and electrical connections for compactors and balers.
- 11.5 Class 2 Non-Hazardous Waste Materials - The Contractor(s) shall equip their collection trucks with scales or other equipment necessary to implement a weighing system or method that will accurately capture and record actual weights for Class 2 material collected at each location every time a collection is made. The Contractor(s) shall supply the necessary staff, including administrative support, to collect, analyze and transmit collected data to the City on a monthly basis or as prescribed per the individual services and as directed by the City.
- 11.6 It is recommended that the Contractor(s)' collection vehicles used for these services be equipped with ambient noise back-up alarms, GPS locating units, proper pack idle compaction systems, engine idle time limiters, larger than industry standard brake linings, synthetic or semi-synthetic fluids, and digital cameras so that upon a specific request from the City, collection personnel can record collection at a particular location.
- 11.7 Separate collection and recycling of scrap wood shall be maintained. The Contractor(s) shall respond on the bid sheet and summarize briefly how scrap wood would be recycled. Scrap wood includes wood from pallets, crates, and construction debris. Weathered poles or other treated lumber are not considered scrap wood. The Contractor(s) may include recycle options for other waste streams on the bid sheet such as weathered poles and should specify process and weight unit cost (e.g. cost per ton).

**12.0 APPLICABLE PERMITS, LICENSES, LAWS AND REGULATIONS COMPLIANCE**

The Contractor(s), including any employees, subcontractors, consultants and/or facilities utilized,

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shall obtain and maintain all required permits and licenses to perform all services described herein. All services and equipment provided in relationship to this contract, directly and indirectly, shall be in compliance with all laws, ordinances, specifications, rules and regulations for these services as established by the City of Austin, State of Texas, State Board of Health, U.S. Environmental Protection Agency, TCEQ, Subtitle D of the Resource Conservation and Recovery Act, Federal Regulations 40 CFR, Part 258, and any other current or future federal, state, or local governmental provisions prevailing during the full term of this agreement and all extensions exercised.

- 12.1 This section is applicable to the entire contract; therefore, if any regulatory obligations are not specifically defined in another section, all compliance requirements above are applicable to all contract requirements herein.
- 12.2 The City reserves the right to inspect all facilities used for the performance of this contract to ensure all standards are met. The Contractor(s) shall support how it meets and exceeds all requirements as stated herein.
- 12.3 Contract shall notify the City in writing of all violations or notices of non-compliance of operating permits that occur with the Contractor(s), subcontractors, consultants, and facilities while performing all duties under this contract.

**13.0 INVOICE SUBMITTAL (See Supplemental Purchasing Terms Section 0400)**

- 13.1 The Contractor(s) shall submit a monthly invoice to the appropriate department(s) on or before the tenth (10<sup>th</sup>) day of each calendar month that details the charges billed for that department under the contract for the previous calendar month. *See additional section requirements for Class 2 waste.* All information for recycled materials shall be listed separately and all revenues shall be itemized and payment submitted separately for recyclables, unless the City agrees to deduct revenues from monthly charges if they are greater. Invoices shall be emailed electronically to the City department's accounts payable email address provided to the Contractor(s).
- 13.2 The Contractor's monthly invoice shall at a minimum list the following information for each City department, facility and each special event/festival served:
  - 13.2.1 The quantity of items or services billed by container type, container size, collection frequency, monthly rental charges (for on-call equipment), number of on-call collections, number of unscheduled collections, number of cleanings, and all other actions and services provided and taken.
  - 13.2.2 Prorated billing for all services that are performed for less than the entire month covered by the invoice. Prorated bills shall note the ending and/or beginning date of the new or changed service. The method(s) used by the Contractor(s) to calculate prorated charges must be explained and is subject to the approval of the City's Contract Manager.
- 13.5 The Contractor(s) shall record and provide the City with detailed information about the amount of trash, recycling, brush, compost and Class 2 categories collected per department and per address in pounds collected over the invoice time-frame. The Contractor shall also provide an Excel spreadsheet of this information, department, type of waste/recyclable materials, sortable by service address, at least annually, for the previous 12 months, on or before Sept. 30<sup>th</sup>.
- 13.6 The Contractor(s) shall maintain documentation that verifies the quantities and types of waste and recyclable materials transported, stored, treated, processed and/or disposed of under this contract. The documentation shall be adequate to protect both the City and the Contractor(s) according to all applicable laws and regulations and to document that all waste materials have been transported, treated and disposed of properly.



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**14.0 TERM OF CONTRACT**

The contract terms shall be for three (3) years, with three (3) - 1 (one) year extensions to be exercised solely at the City's election and available funding. The contract is dependent upon continued funding and support by Council.

Contractor must guarantee adequate disposal, recycling, and composting facility capacity for duration of this contract.

**15.0 WASTE PREVENTION, ENVIRONMENTAL EFFORTS AND AUDITS**

- 15.1 Contractor to provide quarterly reports that support all efforts made to reduce waste, improve the environment, assist the community to improve the quality of life and reduce waste and protect and preserve the natural resources.
- 15.2 The Contractor(s) shall support how it manages all waste, how it identifies waste and methods implemented to prevent waste that can be recycled from going to the landfills. This information can be incorporated into the monthly diversion rates provided.
- 15.4 The City shall have the right to 1) inspect any disposal and recycle facility and obtain copies of written licenses, permits, or approvals issued by any governmental entity or agency to the Contractor(s) or subcontractors which are applicable to the performance of this contract at the City's expense; 2) inspect and test, at its own expense, transportation vehicles or vessels, and containers provided by the Contractor(s); and 3) inspect the handling, loading, transportation, storage, or disposal operations conducted by the Contractor(s) in the performance of this Contract. The right of inspection and the exercise thereof shall not relieve the Contractor(s) of its obligation to indemnify the City. These inspections may be conducted prior and throughout the contract life.

**16.0 OCCUPATIONAL HEALTH AND SAFETY ACT REQUIREMENTS**

The Contractor(s) shall comply with all OSHA laws and regulations, training requirements and safety practices as they relate to contract operations. The Contractor(s) shall be responsible for job site safety and for the safety of its agents, employees and subcontractors. The Contractor(s) shall provide, have on hand, and properly maintain, at no cost to the City, necessary personal protective equipment. The Contractor(s) shall also abide by any site specific safety regulations. All monetary penalties and liabilities associated with non-compliance with OSHA shall be the responsibility of the Contractor(s).

**17.0 DEPARTMENT OF TRANSPORTATION REQUIREMENTS**

The Contractor(s) shall provide transportation personnel who are trained with Department of Transportation ("DOT") Hazardous Materials Regulation 49 CFR 100-199. The transportation of non-hazardous industrial solid waste shall be performed by a licensed, insured, and permitted transporter. The containment mechanism and all containers used to transport the waste shall comply with DOT regulation as well as with hazardous transportation rules in 40 CFR 263. All monetary penalties associated with non-compliance with DOT regulations shall be the responsibility of the Contractor(s).

**18.0 AIR QUALITY REQUIREMENTS**

- 18.1 The Contractor(s) shall not conduct any activities that could impair visibility on any public roadway or otherwise impair traffic conditions.
- 18.2 The Contractor(s) shall not operate in any manner that could cause a nuisance condition from odors, particulates, or noise.
- 18.3 No debris or surplus materials may be disposed of by open burning. This does not preclude the Contractor(s) from disposing at an appropriately authorized and permitted disposal facility which may include incineration as part of the waste treatment process if approved by the City.

**19.0 PROTECTION OF WATER RESOURCES**

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No water courses shall be polluted by any debris, including petroleum products, paints, solvents, cleaners, fuels, surface preparation materials, oils, lubricants, bitumen, and trash. The Contractor(s) shall not release any pollutant (as defined in Texas Water Code 26.001(3)) into water courses without appropriate permits, licenses, or authorization. It is the responsibility of the Contractor(s) to insure compliance with any applicable Federal, State or local water quality standards and conditions of any permits held by the City. Any such water pollution caused by the Contractor(s) or occurring as a result of the Contractor(s) activities shall be cleaned up according to applicable regulations and ordinances at no cost to the City.

**20.0 CONTRACT ADMINISTRATION**

This contract may be administered by individual major department Contract Managers. Different departments will be responsible to request services for their particular department, and the Contractor(s) will invoice each department separately. However, Austin Resource Recovery Department ("ARR") will review and monitor materials and portions that are relevant to all departments for accuracy of invoicing and payments by the department's finance division.

ARR will have primary responsibility for the performance of the contract. Upon execution, the Contractor(s) will be provided with the point of contact for each department that elects to act independently with their services and invoicing, as well as the name of the ARR Contract Manager. The ARR Contract Manager will serve as the primary point of contact between the departments and the Contractor(s) if there is a dispute or issue. The City will notify the Contractor(s) in writing in the event there is any change in contract administration responsibilities. Each City department may elect to have a Contract Manager to oversee that departments collections services; however, smaller departments may utilize the ARR Contract Manager for billing and services.

**21.0 ANNUAL ADJUSTMENT OF UNIT PRICES AND REVENUES**

Unit Prices as bid shall remain firm for the initial 1-year term of this contract. On the effective date of the second and third 1-year terms, the Unit Prices on this contract may be increased or decreased by the same percentage, if any, as accrued during the designated 12-month period, per the Consumer Price Index -All Urban Consumers, South Region, All items included.

A request for a Unit Price increase must be submitted by the Contractor(s) in writing to the City Purchasing Officer or designee(s) per department at least ninety (90) days prior to the expiration date of each 1-year term, including exercised option periods. All supporting documentation and calculations must be submitted with the request. Unit Price increases shall become effective only if approved in writing by the City Purchasing Officer or designee. (For the purposes of calculating an adjustment, the base rate for the adjustment shall be the Unit Price in effect on the contract implementation date in the calendar year proceeding the year the adjustment is made.)

At the designated 12-month period the Contractor(s) may submit a request for an increase in the Consumer Price Index Unit Prices. The Contractor(s) shall reference the most recent month for which the index (as identified above) has been released by the U.S. Dept. of Labor, Bureau of Labor Statistics, and shall calculate the percent increase, if any, as accrued for the previous 12 months. However, the aggregate adjustment in the Unit Prices for any 1-year term shall not exceed five percent (5%) of the Unit Prices in effect during the previous 1-year term. Adjustments to Unit Prices shall be made only in units of one cent (\$0.01). Fractions less than one cent (\$0.01) will not be considered in making adjustments.

In the event the indexes named in this section are discontinued, the successor indexes shall replace them. The successor indexes shall be those indexes that are most closely equivalent to the discontinued indexes as recommended by the U.S. Dept. of Labor, Bureau of Labor Statistics.