

NUECES COUNTY, TEXAS
SOLID WASTE COLLECTION AND DISPOSAL SERVICES CONTRACT
SPECIFICATIONS

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1. DEFINITIONS

- 1.1. Bags - Plastic sacks designed to store Residential Refuse with sufficient wall strength to maintain physical integrity when lifted by top. Total weight of a bag and its contents shall not exceed thirty-five (35) lbs.
- 1.2. Biohazard Medical Waste – Waste, in any amount, which is defined, characterized or designated as Biohazard Medical Waste by the Occupational Safety & Health Administration or appropriate State or Federal agency.
- 1.3. Bundled Yard Waste – Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding three feet in length or thirty-five (35) lbs. in weight.
- 1.4. Bulky Waste - Stoves, refrigerators and air conditioning units which are de-energized of chlorofluorocarbons (CFCs); water tanks, washing machines, furniture and other waste materials other than Construction Debris, Dead Animals, Hazardous Waste or Stable Matter with weights or volumes greater than those allowed for Containers.
- 1.5. County – Nueces County, Texas
- 1.6. Construction Debris - Waste building materials resulting from construction, remodeling, repair or demolition operations. Such construction debris to include but not be limited to lumber, roofing materials, concrete piers and concrete slabs such as driveways and sidewalks.
- 1.7. Container - A receptacle with a capacity of ninety-five (95) gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting and having a tight fitting lid capable of preventing entrance into the container by vectors. The mouth of a container shall have a diameter greater than or equal to that of the base.
- 1.8. Contractor - The person, corporation or partnership performing solid waste collection under contract with the County.
- 1.9. Dead Animals - Animals or portions thereof equal to or greater than ten (10) lbs. in weight that have expired from any cause, except those slaughtered or killed for human use or consumption.
- 1.10. Disposal Site - A Refuse depository including, but not limited to, sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or

approvals to receive Refuse and Dead Animals for processing or final disposal.

- 1.11. Dumpster – A metal receptacle with a capacity of approximately three (3) c.y. or more which has been designed and constructed so as to be coupled, lifted, emptied and serviced through the use of a hydraulic system on a truck with a lifting system compatible in design. To be used at Commercial and Industrial Units.
- 1.12. Garbage - Any and all dead animals of less than ten (10) lbs. in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable animal or vegetable waste matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Biohazard Medical Waste, Rubbish or Stable Matter.
- 1.13. Hazardous Waste - Waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State law, or waste, in any amount, which is regulated under Federal or State law. For purposes of this Contract, the term Hazardous Waste shall also include motor oil, gasoline, paint and paint cans.
- 1.14. Producer - An occupant of a residential unit who generates refuse.
- 1.15. Refuse - This term shall refer to Residential Refuse and Bulky Waste, Construction Debris and Stable Matter generated at a residential unit unless context otherwise requires.
- 1.16. Residential Refuse - All Garbage and Rubbish generated by a Producer at a Residential Unit.
- 1.17. Residential Unit - A dwelling within the unincorporated limits of Nueces County occupied by a person or group of persons comprising not more than two (2) families. A Residential Unit shall be deemed occupied when either water, sewer or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four (4) or less contiguous or separate single-family dwelling units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

- 1.18. Roadway – Means that portion of a public highway or street that is improved, designed, or ordinarily used for vehicular travel.
- 1.19. Rubbish - All waste wood, wood products, tree trimmings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweeping, and mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste or Stable Matter.
- 1.20. Stable Matter - All manure and other matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

2. SCOPE OF WORK

- 2.1. General - The work under this Contract shall consist of the items contained in the Request for Proposal (RFP), including all the supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with the Contract Documents. The work under this Contract does not include the collection of any increased volume resulting from a flood, hurricane, or similar or different act of God over which the Contractor has no control. In the event of such a flood, hurricane or other act of God, the Contractor and the County will negotiate the payment to be made to the Contractor, if the Contractor and the County agree that such increased volume is to be handled by the Contractor. Further, if the County and the Contractor reach such agreement, then the County shall grant the Contractor variances in routes and schedules as mutually agreed upon.

3. TYPE OF COLLECTION

3.1. Service Provided

- (a) Contractor shall provide curbside collection service for the collection of Residential Refuse to each such Residential Unit one (1) time per week. Containers and bags shall be placed at curbside by 7:00 a.m. on the designated collection day. There will be no more than a total of five (5) bags, containers or bundled yard waste.

- (b) Contractor shall provide weekly service for the collection of household garbage as specified on Proposal Response Form.
- (c) Contractor shall provide monthly service for the collection from Residential Units of Rubbish (limited to six (6) CY per customer).
- (d) The Contractor shall not provide for the collection of construction Debris and Stable Matter from Residential Units. Contractor shall have the opportunity to provide for the special collection of Rubbish in excess of the six (6) CY limit, Construction Debris, Stable Matter, Dead Animals and Hazardous Waste at Residential Units at its sole discretion and upon such terms and conditions as Contractor shall specify.

3.2. Location of Containers, Bags, and Bundles for Collection - Each Container, Bag or Bundle shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to the roadway. Containers, Bags, and Bundles shall be placed as close to the roadway as possible without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Containers, Bags and Bundles shall be placed as close as possible to an access point for the collection vehicle. Contractor may decline to collect any Container, Bag or Bundle not so placed EXCEPT those containers located at the dwelling of a handicapped or disabled person.

4. OPERATION

- 4.1. Hours of Operation - Collection of Residential Refuse shall not start before 7:00 a.m. or continue after 8:00 p.m. Exceptions to collection hours shall be effected only upon the mutual agreement of the County and Contractor or when Contractor reasonably determines that an exception is necessary in order to complete the collection on an existing collection route due to unusual circumstances.
- 4.2. Routes of Collection - Collection routes shall be established by the Contractor. Contractor shall submit a map designating the collection routes by day to the County for their approval, which approval shall not be unreasonably withheld. The Contractor may from time to time propose to County for approval changes in routes or days of collection, which approval shall not be unreasonably withheld. Upon County's approval of proposed changes, Contractor shall promptly give written or published notice to the affected Residential Units. County reserves the right to review the Contractor's collection routes at any time.

Collection of Commercial and Industrial Refuse shall take place according to individual agreement and is not a part of this agreement.

Commercial and Industrial Unit collection routes shall be established by the Contractor at its sole discretion.

- 4.3. Holidays - The following shall be defined as holidays for purposes of this Contract. No collection will be provided on holidays, but such decision in no manner relieves Contractor of its obligation to provide collection service at least one (1) time per week.

New Year's Day
Thanksgiving Day
Christmas Day

- 4.4. Complaints - All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of the Refuse not collected within twenty-four (24) hours after the complaint is received. Contractor shall maintain effective telecommunications contact with their personnel during the scheduled route hours in order to minimize complaints. The Contractor will supply the County a monthly report summarizing customer complaints and problems.

In order to facilitate better customer service and Contractor response to complaints, the Contractor shall provide to the County a specific telephone/pager number and Contractor staff (job titles and names) to be provided to customers for complaint response and resolution. Contractor also agrees to keep this information provided to the County current and accurate, and agrees to provide prompt notification of any changes which may occur.

The County shall provide to the Contractor the phone/fax numbers, names and job titles of County staff who will be assigned responsibility to respond to inquiries from the Contractor.

Contractor agrees to initially respond to customer complaints and requests for service within twenty-four (24) hours from the time in which initial notification is provided to the Contractor's complaint resolution staff identified above.

- 4.5. Collection Equipment - The Contractor shall provide an adequate number of vehicles and equipment 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 vehicle number along with the identity and telephone number of the Contractor. Dumpsters and trucks shall be cleaned on a regular basis to prevent offensive odors from accumulating.

- 4.6. Office - The Contractor shall maintain an office or such other facilities through which it can be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. on regular collection days. The Contractor shall provide a local access or toll free phone number where the Contractor may be contacted.
- 4.7. Hauling - All refuse hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling or blowing are prevented.
- 4.8. Disposal - All refuse collected for disposal by Contractor shall be hauled to a Permitted Landfill of Contractor's choice. The charge for disposal shall be included in the rate set forth in the Proposal for each Residential Unit serviced by the Contractor.
- 4.9. Notification - The Contractor shall notify all rural residents about complaint procedures, rates, regulations and day(s) for scheduled Refuse Collection.
- 4.10. Point of Contact - All dealings, contacts, disputes, etc., between the Contractor and the County shall be directed through the Contractor's Representative and the Nueces County Director of Public Works or designee.

5. COMPLIANCE WITH LAWS

The Contractor shall conduct operations under this Contract in compliance with all applicable laws, including any County orders on Solid Waste as amended; provided, however, that the General Specifications shall govern the obligations of the Contractor where there exist conflicting ordinances and/or orders of Nueces County on the subject.

6. EFFECTIVE DATE

This Contract shall be effective upon the execution of the Contract and performance of such Contract shall begin within thirty (30) days or a date agreed upon by both parties.

7. NONDISCRIMINATION

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion, or national origin.

8. LICENSES AND TAXES

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes required by the County or other taxing entity.

9. TERM

The Contract shall be for a five (5) year period, beginning upon the commencement date of this Contract and ending five (5) years thereafter. The County reserves the right, through mutual agreement with the Contractor, to extend this Agreement for an additional period no longer than five (5) years beyond the initial term.

10. INTERRUPTION OF SERVICE AND DEFAULT

10.1. Interruption in Service - If the interruption continues for a period of more than forty-eight (48) hours, then the County shall promptly notify Contractor of the default in writing. If the Contractor fails to remedy such default within seventy-two (72) hours after receipt of such notice, or if such default is of a character requiring more than seventy-two (72) hours to cure and the Contractor fails to commence to remedy such default within seventy-two (72) hours of receipt of such notice and thereafter diligently proceed to remedy such default, the County may cancel and terminate this contract without penalty. In lieu of termination, the County may charge the Contractor \$200.00/day as liquidated damages until the interruption ceases. In addition to termination, the County has the right to expect performance of the Contractor's responsibilities under the terms of the Surety Bond required under Article XIII in the Instructions to Offerors. BREACH OF CONTRACT OR DEFAULT BY CONTRACTOR AUTHORIZES THE COUNTY TO HAVE SOLID WASTE COLLECTION AND DISPOSAL SERVICES PERFORMED BY ANOTHER CONTRACTOR AND CHARGE THE ORIGINAL CONTRACTOR FOR SAID SERVICES.

10.2. Default – Upon thirty (30) days written notice to Contractor, the County may immediately terminate the contract if Contractor fails to: (1) perform required services within the terms and conditions of the contract; (2) perform any requirement of the contract; (3) perform its contractual duties and/or responsibilities as specific in the standards of performance defined in the contract; or (4) comply with any applicable federal, state, or local law, including licensing and credential requirements.

10.3. Termination – The County may, at any time, terminate the contract for the County’s convenience and without cause. Upon receipt of written notice from the County of such termination for the County’s convenience, the Contractor shall:

1. cease operations as directed by the County in the notice;
2. take actions necessary, or that the County may direct, for the protection and preservation of the services.

In case of such termination for the County’s convenience, the Contractor shall be entitled to receive payment for work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit for the work not executed.

11. NOTIFICATION

Any and all notices which may be required under the terms of the Contract shall be mailed to the parties at the addresses indicated below:

NUECES COUNTY

CONTRACTOR

Nueces County Judge
901 Leopard, Room 303
Corpus Christi, Texas 78401

12. RATE STRUCTURE

12.1 Rates

- (a) For collection and disposal services required to be performed pursuant to Section 3.1, the charges shall not exceed the rates as fixed by the Contract Documents, as adjusted in accordance with Section 12.2.
- (b) For special collection provided by the Contractor pursuant to Section 3.1, the charges are to be negotiated between the Contractor and Producer prior to collection.
- (c) Contractor may, at its option, elect to acquire Bags from a supplier of its choice and attempt to market such Bags to Residential Units; however, this option in no way interferes with the right of each owner or occupant of a Residential Unit to obtain Bags from another source.

12.2 Modification to Rates

- (a) The rates which may be charged by the Contractor for the second and subsequent years of the term hereof shall be adjusted upward or downward to reflect changes in the cost of operations, as reflected by fluctuations in the Consumer Price Index for Urban Wage Earners and Clerical Workers (All Items) and the Consumer Price Index for Urban Wage Earners and Clerical Workers, Expenditures Category "Gasoline," both as published by the U.S. Department of Labor, Bureau of Labor Statistics. As of the last month of the first year of the Contract and every twelve (12) months thereafter (the "Rate Modification Date"), the rates shall be increased or decreased for the ensuing twelve (12) month period in a percentage amount equal to one-hundred (100) percent of the net percentage change of the All Items Index plus ten (10) percent of the net percentage change of the Gasoline Index. All percentage changes are to be computed as the difference between the index value for the first full month prior to the commencement of the contract and the index value for the first full month prior to the commencement of the contract and the index value for the rate modification date divided by the index value for the first full month prior to the commencement of the contract.
- (b) As soon as possible after a Rate Modification Date, Contractor shall send to County a comparative statement setting out for both the All Items Index and the Gasoline Index (i) the index value on the first full month prior to the commencement of the Contract; (ii) the index value on the Rate Modification Date preceding the date of the statement; (iii) the net percentage change; (iv) the composite percentage change equal to the net percentage change in the All Items Index plus the net percentage change in the Gasoline Index; and (v) the increase or decrease in the fees which may be charged by the Contractor. Any changes (increase or decrease) to Residential Customers must be approved in writing by the County prior to billing of service.
- (c) In addition to the above, the Contractor may petition the County at any time for additional rate and price adjustments at reasonable times on the basis of unusual changes in its cost of operations, such as revised laws, ordinances, or regulations; an increase in the number of Residential Units as set forth in Article III Scope of Work, of the Instructions to Offerors, such as County growth or annexation; and for other reasons. [No adjustments to disposal rates reflected in the Residential Rate Structure will be allowed for the five (5) year contract period, unless state or federal regulatory changes to disposal practices (i.e., landfilling) are mandated.]

12.3 Contractor to Act as Collector

The Contractor shall be responsible for providing all billing services to each customer. Only the San Pedro and Blue Bonnet areas can be billed through the Robstown Utility Service. The Contractor shall submit statements to and collect from all residential customers for services provided by the Contractor pursuant to Section 3.1 including those accounts that are delinquent. After award and prior to start of service the County will send written notice to all potential Rural Residential Customers. Once a year on or before the anniversary Date of Contract, the Contractor shall submit a complete customer account list including name, address, and service requested.

12.4 Delinquent and Closed Accounts

The Contractor may discontinue collection service to any customer who is delinquent in payment for service and has been notified of delinquency and fails to remedy the situation to the Contractor's satisfaction. The contractor shall notify the County of the residence location within ten (10) days of discontinued service.

12.5 Contractor Billings to Customers

Unless otherwise approved, the Contractor shall bill the customer for service rendered within ten (10) days following the end of the month and the customer shall pay the Contractor on or before the 15th day following the end of such month. **Contractor is allowed to collect a deposit fee consisting of no more than two (2) months service costs. Deposit fee can be utilized to close out accounts for non-payment service. Deposit fee shall be returned to customers within thirty (30) days if the customer request to close the account and all services are paid up to date.** Such billing and payment shall be based on the rates and schedules set forth in the Contract Documents. County requires that the Contractor allow the County to include Public Notice information with the billing statement. The Public Notice information is limited to 3 – 8 ½ x 11 inch sheets of paper two (2) times per year.

13. EXCLUSIVE CONTRACT

The Contractor shall have the sole and exclusive franchise, license and privilege to provide Refuse collection, removal and disposal services from Rural Residential Units located within the unincorporated areas of Nueces County. The Contractor shall at all times have the right of first refusal to the collection of Dead Animals and Hazardous Waste from Residential Units. If the Contractor notices other Collection and Disposal Companies

operating or attempting to compete with the services to be provided under this Contract, then the Contractor shall immediately notify Nueces County of such action.

14. OWNERSHIP

Title to Refuse and Dead Animals that Contractor has agreed to accept shall pass to the Contractor when placed in Contractor's collection vehicle, removed by Contractor from a Container, or removed by Contractor from the Residential Unit, whichever last occurs.

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NUECES COUNTY PURCHASING DEPARTMENT

901 Leopard Street, Room 106, Corpus Christi, TX 78401 (361) 888-0426 FAX (361) 888-0458

**RFP NO. 2914-12
SOLID WASTE COLLECTION AND DISPOSAL SERVICES
FOR COUNTY RESIDENTS
JUNE 15, 2012 - 2:00 P.M.**

ADDENDUM NO. 1


The above referenced Request for Proposals is hereby modified to provide additional information as follows

1. Monthly pick up of Rubbish has been revised to read 15 CY or less rather than 6 CY. Below are the specific documents affected by this revision:
 - a) See attached Revised Proposal Response Form to be submitted with proposal response;
 - b) Replace Page 6 of 13 of the Technical Specifications with attached revised page.

A signed copy of this Addendum No. 1 must accompany each proposal package. In doing so, the Offeror acknowledges receipt of the Addendum No. 1, and agrees if selected as the successful Offeror to be bound by the terms as herein amended. All terms of RFP No. 2914-12, that are not amended hereby, remain in full force and effect.

Please note that the opening date of June 15, 2012 at 2:00 PM has been extended to June 18, 2012 at 2:00 PM.

Questions concerning this Addendum No. 1 should be addressed to Elsa N. Saenz, Purchasing Agent, at 361-888-0426, by fax at 361-888-0458 or e-mail elsa.saenz@co.nueces.tx.us

Elsa N. Saenz 
Purchasing Agent

Authorized Signature

Date

RFP No. 2914-12
SOLID WASTE COLLECTION AND DISPOSAL SERVICES
FOR COUNTY RESIDENTS
OPEN DATE: JUNE 18, 2012 2:00 PM

Offeror shall provide with the proposal response, all documentation required by this request for proposal. Failure to provide this information may result in rejection of proposal.

The undersigned affirms that they are duly authorized to execute this contract, that this proposal has not been prepared in collusion with any other Offeror, and that the contents of this proposal have not been communicated to any other Offeror prior to the official opening of this proposal.

The undersigned affirms that they have read and do understand the specifications and insurance requirement contained in this proposal package.

All labor, materials, services and equipment necessary for the completion of the work described in this RFP and as proposed by the Offeror will be completed for the unit price(s) listed below.

1. Rates for Residential Unit per Month, **except** the unincorporated subdivisions of San Pedro and Bluebonnet. (Once a week pick up of Household garbage, non-containerized bulky waste, and bundled yard waste. Monthly pick up of Rubbish of 15 CY or less.)

1st Container per Residential Unit:

_____ Dollars (\$))
 (Written Price)

Additional Container(s) per Residential Unit:

_____ Dollars (\$))
 (Written Price)

2. Rates for Residential Unit per Month, for the unincorporated subdivisions of San Pedro and Bluebonnet. (Twice a week pick up of Household garbage, non-containerized bulky waste, and bundled yard waste. Monthly pick up of Rubbish of 15 CY or less.)

1st Container per Residential Unit:

_____ Dollars (\$))
 (Written Price)

Additional Container(s) per Residential Unit:

_____ Dollars (\$))
 (Written Price)

3. If additional charges will be requested from Resident, provide a list of additional items and applicable rates.

Company	Street Address
Authorized Signature	P O Box
Print or Type Name	City State Zip
Title	A/C Phone Fax
Date	E-mail Address

- (b) Contractor shall provide weekly service for the collection of household garbage as specified on Proposal Response Form.
- (c) Contractor shall provide monthly service for the collection from Residential Units of Rubbish (limited to fifteen (15) CY per customer).
- (d) The Contractor shall not provide for the collection of construction Debris and Stable Matter from Residential Units. Contractor shall have the opportunity to provide for the special collection of Rubbish in excess of the fifteen (15) CY limit, Construction Debris, Stable Matter, Dead Animals and Hazardous Waste at Residential Units at its sole discretion and upon such terms and conditions as Contractor shall specify.

3.2. Location of Containers, Bags, and Bundles for Collection - Each Container, Bag or Bundle shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to the roadway. Containers, Bags, and Bundles shall be placed as close to the roadway as possible without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Containers, Bags and Bundles shall be placed as close as possible to an access point for the collection vehicle. Contractor may decline to collect any Container, Bag or Bundle not so placed EXCEPT those containers located at the dwelling of a handicapped or disabled person.

4. OPERATION

- 4.1. Hours of Operation - Collection of Residential Refuse shall not start before 7:00 a.m. or continue after 8:00 p.m. Exceptions to collection hours shall be effected only upon the mutual agreement of the County and Contractor or when Contractor reasonably determines that an exception is necessary in order to complete the collection on an existing collection route due to unusual circumstances.
- 4.2. Routes of Collection - Collection routes shall be established by the Contractor. Contractor shall submit a map designating the collection routes by day to the County for their approval, which approval shall not be unreasonably withheld. The Contractor may from time to time propose to County for approval changes in routes or days of collection, which approval shall not be unreasonably withheld. Upon County's approval of proposed changes, Contractor shall promptly give written or published notice to the affected Residential Units. County reserves the right to review the Contractor's collection routes at any time.