

15.26 Special Provisions.

Liquidated Damages

If the Contractor does not perform its obligations in a timely manner pursuant to the terms of this Agreement, the City and/or residents will suffer damages which are difficult to determine and adequately specify. The Contractor hereby agrees, in addition to any other remedies available to the City, that the Contractor agrees to the amounts specified below as Liquidated Damages for failure of the Contractor to fulfill its obligations.

The Contractor shall be given a grace period of thirty (30) calendar days from the Service Commencement Date during which missed collections will be noted but no Liquidated Damages will be assessed. To receive relief from Liquidated Damages during the grace period the Contractor shall be required to demonstrate continual and satisfactory efforts to resolve all issues.

The Contractor shall be liable for Liquidated Damage amounts upon determination by the City that performance has not occurred consistent with the provisions of the Agreement. The City shall notify the Contractor in writing or electronically of each act or omission in this Agreement reported to or discovered by the City. It shall be the duty of the Contractor to take whatever steps, or action may be necessary to remedy the cause of the complaint.

The remedy available to the City under this paragraph shall be in addition to all other remedies which the City may have under law or at equity and is mutually agreed upon due to the difficulty of determining the City's actual damages to find, secure and fund immediate assistance to prevent public health and safety hazards.

The Contractor shall not be deemed liable for Liquidated Damages where the inability to perform the Services is the result of conditions of Force Majeure as set forth in this Agreement, or the act of the City or any resident involved in such inability to perform the Services.

1. Violation of any local, State, or Federal regulations

- \$500 each incident

2. Failure to clean up leakage, spills, or litter caused by the Contractor within one (1) business day of receiving notification or becoming aware of the leakage spills or litter, whichever is earlier

- \$250 each incident

3. Failure to maintain vehicles or other equipment in manner which prevents leaks, spills, litter, odor or other nuisances

- \$100 each incident

4. Failure to notify the property owner and the City of damage to private or public property or restore the damaged property to its previous condition by repair or replacement within 7 days as required by this Agreement

- \$250 each incident

5. Failure to provide a timely or complete daily, monthly, or annual report

- \$250 each incident

6. Missed Collection

- One month's credit shall be given to any residence for failure to collect a missed collection within 24 business hours of notification of each missed service. A missed collection occurs when a customer reports that their material was set out at the correct time and was not collected provided that the address was not reported and documented by the Contractor as a non-set-out or Unaccepted Set-out

7. Failure to provide reasonable accommodation to those with documented disabilities

- One month's credit shall be given to any residence for failure to collect resulting from a failure to provide reasonable accommodation. If this event, reasonable accommodations will be determined and the city notified.

8. Failure to Provide Collection Services within specified Hours of Operation

- \$250 for each Contractor vehicle providing Collection Services before or after the specified start and end times for that type of Collection Service

9. Failure to perform proper billing procedures within two business days upon notification

- \$100 each incident.

10. Failure to maintain Carts or Containers in proper working order within ten (10) calendar days after notice has been provided to the Contractor

- \$100 each incident

11. Failure to return Cart or Container in a standing position to a location that complies with City code

- \$50 each incident

12. Placing any material into a container not designated for that material without City authorization

- \$1,000 each incident

13. Failure to provide updated route maps to City after change in routing

- \$50 per day each day beyond thirty (30) calendar days after change in routing

14. Failure to leave an education tag when material that is inappropriately prepared is not collected

- \$25 each incident

15. Distributing Carts or other Containers that do not meet specifications in this Agreement

- \$100 each incident

16. Failure to respond to any customer complaint received within eight (8) business hours

- \$25 per business day thereafter per incident

17. Failure to report or document complaints or complaint responses

- \$50 per event.

18. Failure to provide Collection Services on any scheduled Collection Day, on or after the Service Commencement Date without proper notification

- \$3,000 each day

19. Failure for three or more consecutive calendar days to collect Trash or Recyclable Materials from at least 95% of scheduled Residential Service Units

- \$50,000 as a one-time cost and \$15,000 per calendar day from the inception of such failure to perform for as long as such failure to perform continues

20. Disposal of Program Recyclable Material without City Authorization

- \$2,500 per occurrence.

This provision of Liquidated Damages shall not prevent or limit the City's right to seek out other legal or equitable relief and is mutually agreed upon due to the difficulty in determining the City's actual damages to find, secure and fund immediate assistance to prevent public health and safety hazards.