

## Contents

SECTION 1. DEFINITIONS.	2
SECTION 2. AREA AND TERM	8
SECTION 3. DUTY OF THE CONTRACTOR	9
A. SOLID WASTE	9
B. RECYCLING	11
C. YARD WASTE	13
SECTION 4. STANDARDS OF COLLECTION AND OPERATION	14
SECTION 5. COMPLAINTS	18
SECTION 6. DUTY OF CUSTOMERS	19
SECTION 7. HAZARDOUS WASTE	20
SECTION 8. COMPENSATION TO CONTRACTOR	21
SECTION 9. HURRICANE OR OTHER DISASTER/FORCE MAJEURE	23
SECTION 10. COMMENCEMENT OF CONTRACT; DISPUTES	24
SECTION 11. LIQUIDATED DAMAGES	28
SECTION 12. INSURANCE AND INDEMNIFICATION	30
SECTION 13. PERFORMANCE BOND	31
SECTION 14. CONTRACTOR'S RELATION TO COUNTY	31
SECTION 15. DISPUTE RESOLUTION	32
SECTION 16. INSPECTION OF WORK	32
SECTION 17. CERTIFIED AUDIT	32
SECTION 18. PUBLIC AWARENESS CAMPAIGN	33
SECTION 19. ELECTRONIC COMPATIBILITY	34
SECTION 20. MISCELLANEOUS	34
Exhibit A: Rates and Charges Effective October 1, 2020	41
Exhibit A: Rates and Charges Effective October 1, 2020	42
Exhibit A: Rates and Charges Effective October 1, 2020	43
Figure 1: Service Area Map	44
Exhibit B: LEGAL DESCRIPTION OF SERVICE AREAS AND MAP	45
Exhibit C: ACCEPTABLE SINGLE STREAM RECYCLING MATERIALS	46
Exhibit D: COUNTY FACILITIES TO BE PROVIDED RECYCLING SERVICES	47

## **SOLID WASTE & RECYCLE COLLECTION SERVICES CONTRACT**

THIS CONTRACT made and entered into this first day of June, 2020 by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, hereinafter referred to as the "CONTRACTOR".

WHEREAS, pursuant Sections 125.01 and 403.706, Florida Statutes, Chapters, 67-1145 and 70-594, Laws of Florida, and Ch. 94, Code of Ordinances of Brevard County, Florida, the COUNTY is authorized to operate a solid waste management program within its boundaries and enter into Contracts to provide for the collection of solid waste; and

WHEREAS, the Board of County Commissioners of Brevard County desires the continued collection of solid waste within the unincorporated areas of Brevard County to serve and protect the public health, safety and welfare; and

WHEREAS, the COUNTY and CONTRACTOR have agreed to provide for implementation of the solid waste collection program pursuant to the terms of this Contract.

NOW, THEREFORE, in consideration of the premises and mutual promises and conditions contained herein, it is mutually agreed between the parties as follows:

### **SECTION 1. DEFINITIONS.**

For the purpose of this Contract, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

A. **AUTOMATED CART:** The term "automated cart" or "cart" refers to a 36, 64, or 96-gallon durable plastic container with a lid, wheels and handles made with recycled content for automated garbage and recycling collection services. The carts shall be uniform in color, contain instructions for use and have the COUNTY logo, as approved by the Director, on the containers. The garbage carts shall be "green" in color and the recycling carts shall be green with a yellow lid in color as selected by the Director.

B. **AUTOMATED CART PROGRAM:** The term "automated cart program" refers to the program where the CONTRACTOR shall provide fully assembled automated carts for solid waste and recycling collection.

C. **BENEFIT UNIT:** The term "benefit unit" refers to the Brevard County Solid Waste Municipal Service Benefit Unit, as described in Section 94-31, Code of Ordinances of Brevard County, Florida, as amended.

D. **BIOMEDICAL WASTE:** Any solid or liquid waste which may present a threat of infection to humans, including non-liquid tissue, body parts, blood, blood products, and body fluids from humans and other primates; laboratory and veterinary wastes which

contain human disease-causing agents; and discarded sharps. The following are also included:

a) Used, absorbent materials saturated with blood, blood products, body fluids, or excretions or secretions contaminated with visible blood; and absorbent materials saturated with blood or blood products that have dried.

b) Non-absorbent, disposable devices that have been contaminated with blood, body fluids, or secretions or excretions visibly contaminated with blood, but have not been treated by an approved method.

E. **BIOLOGICAL WASTE:** Means solid waste that causes or has the capability of causing disease or infection and includes biomedical waste, animals that have died from disease, and other wastes capable of transmitting pathogens to humans or animals. The term does not include human remains that are disposed by persons licensed under Chapter 470, FLORIDA STATUTES.

F. **BOARD:** The term "Board" shall refer to the Board of County Commissioners of Brevard County, Florida.

G. **BULK:** Any tangible item such as furniture, appliances, bicycles, (excluding, for the purposes of this Contract; motor vehicles, derelict vessels, and their parts, except up to four tires with or without rims will be picked up) or similar property not having a useful purpose to the owner or abandoned by the owner and not included within the definitions of garbage, yard waste, industrial wastes or rubbish.

H. **COMMERCIAL UNIT:** All commercial, non-residential units receiving solid waste collection or recyclable material service at an accessible, centralized location or utilizing a commercial container, or in an amount that is capable of being placed in one (1) 96-gallon cart.

I. **COLLECTION AREA or SERVICE AREA:** Those areas within the Brevard County Solid Waste Municipal Service Benefit Unit where the schedule of rates, charges and fees established in Exhibit "A" of this Contract are applicable, it being the intent to include in such area, those areas being serviced on the collection routes in existence as of the effective date of this Contract. This area will periodically change when areas are annexed into municipalities.

J. **COLLECTION CATEGORIES:** A general, inclusive term that includes the specific terms "single-family residence", "multi-family residence", and "commercial unit".

K. **COMMERCIAL CONTAINER:** A receptacle for containing solid waste designed for mechanical pickup and provided by the CONTRACTOR for use by the customer.

L. **COMPACTOR:** Any mechanical compacting container used to compact commercial and residential waste.

M. CONSTRUCTION AND DEMOLITION DEBRIS: Non-hazardous material generally considered not to be water soluble, including, but not limited to steel, concrete, glass, brick, asphalt roofing material, pipe, gypsum wall board, and lumber from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, including such debris from construction of structures at a site remote from the construction or demolition project site. The term includes rocks, soils, tree remains, trees and vegetative matter that normally results from land clearing or land development operations for a construction project; except as provided in Section 403-707(9)(j) F.S., yard trash, unpainted, non-treated wood scraps from sources other than construction or demolition projects; scraps from manufacturing facilities that is the type of material generally used in construction projects and that would meet the definition of construction and demolition debris if it were generated as part of a construction or demolition project, including debris from the construction of manufactured homes, scrap shingles, wallboard, siding, concrete, and similar materials from industrial or commercial facilities and de minimus amounts of other non-hazardous wastes that are generated at construction or demolition projects, provided such amounts are consistent with best management practices of the construction and demolition industries. Mixing of construction and demolition debris with any amount of other types of solid waste will cause it to be classified as other than construction and demolition debris.

N. CONSUMER PRICE INDEX (CPI-Garbage & Trash): A measure of the average change over time in the prices paid by urban consumers for a market basket of consumer goods and services, 1982-1984 equals 100, as published monthly by the U.S. Department of Labor, Bureau of Labor Statistics.

O. CONTAINER: Any approved automated cart, yard trash receptacle, solid waste receptacle, commercial container, compactor, or other receptacle approved by the County for the collection and storage of solid waste and recyclable materials.

P. CURBSIDE RECYCLING: The collection of recyclable materials from single-family residences, multi-family residences, and commercial units, at curbside or at the designated collection point for recyclable materials.

Q. CUSTOMER: Means any person owning improved residential real property within that portion of the benefit unit that is within the CONTRACTOR'S service area, except for persons obtaining exemptions, and all other persons subscribing to solid waste collection service provided by the CONTRACTOR under the terms of a collection Contract.

R. DIRECTOR: The term "Director" means the Director of the Solid Waste Management Department of Brevard County, appointed by the County Manager with the consent of the Board of County Commissioners, or duly authorized designee.

S. ELECTRONICS: The term “Electronics” means computer equipment including CPU, monitor, flat screen TV, keyboard, printer, mouse, power supply, external drive, scanner, printer, fax machine, stereo, radio, VCR, tape backup drive, DVD player, game console, etc.

T. GARBAGE: The term “garbage” shall mean all kitchen and table food waste, and animal or vegetable waste that is attendant with or results from the handling of food materials, every refuse accumulation or deposit of animal, fruit or vegetable matter that attends the manufacture, preparation, use, cooking and dealing in, or storage of edibles, and any other matter, of any nature whatsoever, which is subject to decay, putrefaction and the generation of noxious or offensive gasses or odors, or which, during or after decay, may serve as breeding or feeding material for flies or other germ-carrying insects, or any container of the material defined herein.

U. GARBAGE RECEPTACLE: The term “garbage receptacle” shall mean a galvanized metal, durable plastic, or other suitable impervious material container commonly sold as a garbage can, including wheeled containers, of not greater than 32 gallon or less than 5 gallon capacity which shall be free of jagged or sharp edges and shall be watertight and equipped with two (2) handles upon the side or bail by which it may be lifted, and provided with a tight fitting watertight cover suitable to protect the contents from flies, insects, rats and other animals, and which shall not have any inside structures, such as inside bands or reinforcing angles or anything within that would prevent the free discharge of the contents. Such receptacle may include a waterproof bag of a material and construction that can be safely and securely closed. Such waterproof bag shall be of adequate strength to hold the contents when the bag is lifted and of a type and size acceptable to the CONTRACTOR and approved by the Director.

V. HAZARDOUS WASTE: The term “hazardous waste” shall mean a solid waste identified by the Florida Department of Environmental Regulation as a hazardous waste in Chapter 403.703(14) (2018) F.S and the Florida Administrative Code 62-730 as amended. This includes any solid waste which is ignitable, corrosive, reactive, toxic, or infectious, and which poses a substantial or potential hazardous to human health and safety, or to the environment when improperly managed.

W. IMPROVED REAL PROPERTY: The term “improved real property” refers to all real property located in the unincorporated areas of Brevard County that generates or is capable of generating solid waste, recyclable material, or yard waste; and, that contains buildings, structures or other improvements designed or constructed for and capable of use or used for human habitation or human activity or commercial enterprise. Real property becomes “improved real property” following the initial connection of permanent electric utility service or when a Certificate of Occupancy (CO) is issued, whichever comes first.

X. INDUSTRIAL SOLID WASTES: The term “industrial solid wastes” shall mean the waste generated by manufacturing or industrial processes that is not a hazardous waste. Such waste may include, but is not limited to, waste resulting from the following manufacturing processes: electric power generation; fertilizer/agricultural chemicals; food and related products or byproducts; inorganic chemicals; iron or steel manufacturing; leather and leather products; nonferrous metals manufacturing or foundries; organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay, and concrete products; textile manufacturing; transportation equipment; and water treatment; products of canneries, slaughterhouses or packing plants, scallop or other seafood processors, condemned food products; agricultural waste products; and other solid waste products generated from industrial processing or manufacturing of a like or similar nature to those enumerated above which because of their volume or nature do not lend themselves to collection and incineration commingled with ordinary garbage and trash or which because of their nature and surrounding circumstances should be for reasons of safety or health disposed of more often than the COUNTY collection service schedule provided for in this Contract.

Y. MULTI-FAMILY RESIDENCE: All trailers, trailer parks and any building or buildings containing more than one (1) permanent living unit or more than one (1) trailer and receiving solid waste collection service at an accessible, centralized location or utilizing a commercial container.

Z. PARKWAY: The term “parkway” is defined as that portion of the street right-of-way paralleling any public thoroughfare between the curb line or paving line and the abutting property line.

AA. PARTICIPATION RATE: The total number of residences that place any recyclable materials at the curb for the CONTRACTOR to pick up during a four (4) week period divided by the total number of residences having the opportunity to place recyclable materials at the curb. A four (4) week period is considered to a one (1) month period for the purpose of calculating participation rates.

BB. PERSON: The term “person” shall mean an individual, firm, partnership, corporation, association, executor, administrator, trustee or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

CC. RECYCLABLE MATERIAL: Any material which can be recovered from the solid waste stream and reused in manufacturing, agriculture, power production or other processes and which, for the purpose of this Contract, include at a minimum the items listed in Exhibit “B”.

DD. RECYCLING CONTAINER: A portable plastic container or bin approved by the COUNTY used for storing and collecting recyclable materials in the home and identifying the recyclable materials at the curb.

EE. RECYCLING PROGRAM: The program designated by the Board for meeting the solid waste reduction goals as mandated by the Solid Waste Management Act of 1988, Chapter 403.7032 F.S., and any subsequent amendments thereto.

FF. RESIDENTIAL IMPROVED REAL PROPERTY: The term “residential improved real property” shall mean all improved real property used for either a multi-family residence or a single-family residence.

GG. ROLL-OFF CONTAINER: Any container used for the collection and storage of construction and demolition debris that can be picked up and transported on a specially equipped truck to the disposal site.

HH. RUBBISH: The term “rubbish” shall mean refuse, accumulation of paper, excelsior, rags or wooden or paper boxes or containers, sweepings; and all other accumulations of a nature other than garbage, which are usual to housekeeping and to the operation of stores, offices and other business places, also any bottles, cans or other containers which, due to their ability to retain water, may serve as breeding places for mosquitoes or other water-breeding insects.

II. SET-OUT RATE: The total number of residences placing recyclable materials at the designated collection point on a given collection day divided by the total number of residences having the opportunity to place recyclable materials at the curb.

JJ. SINGLE-FAMILY RESIDENCE: Any building or structure designed or constructed for and capable of use as a residence for one family regardless of the type of structure. Such term includes a mobile home or trailer that is erected on a separate parcel of property and not included within the definition of a commercial trailer park.

KK. SOLID WASTE: The term “solid waste” means sludge that is not regulated under the federal Clean Water Act or Clean Air Act, as well as sludge from a waste treatment works, water supply treatment plant, or air pollution control facility; or garbage, rubbish, refuse, special waste, or other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. Materials not regulated as solid wastes pursuant to Florida Administrative Code 62-701 are: nuclear source or by-product materials regulated under Chapter 404 F.S. or under the Federal Atomic Energy Act of 1954 as amended; suspended or dissolved materials in domestic sewage effluent or irrigation return flows, or other regulated point source discharges; regulated air emissions; fluids or waste associated with natural gas or crude oil exploration or production. Solid waste does not include scrap, or new or used material, separated at the point of generation and held for purposes of recycling subject to state and local public health and safety laws.

LL. SOLID WASTE FACILITY: The term “solid waste facility” shall mean and include the buildings, land, location and equipment constructed and maintained by the Board for the disposal of solid waste within the County. D

MM. SPECIAL COLLECTION SOLID WASTE: The term “special collection solid waste” shall include the following types of solid waste for the following types of designated customer categories:

- a) Single-family residences and multi-family residences using automated carts: Any type of solid waste not reasonably capable of being placed in an automated collection cart or any item not reasonably capable of being reduced in size not exceeding four (4) feet in length and twenty-four (24) inches in diameter and fifty (50) pounds in weight. This includes normal household furnishings, appliances, loose yard waste piles over three (3) cubic yards, and other bulk items.
- b) Commercial units and multi-family residences using commercial containers: Any type of solid waste not reasonably capable of being placed in a commercial container, or any pickup of a commercial container on a frequency in excess of that normally established for the customer or any solid waste placed in garbage receptacles or automated carts at a centralized location not in conformity with the requirements specified above for a single-family residence.

NN. YARD WASTE: The term “yard waste” shall mean any vegetative matter generated from improved real property such as leaves, grass, pine needles, or shrubbery cuttings resulting from the care of lawns or landscape maintenance. This may include tree trimmings or removal, if done so by the homeowner, and it must meet the preparation guidelines. Contractors are responsible for hauling away and properly disposing all yard waste and land clearing generated during the course of their commercial activities as per Section 94-49 (e) and (f), Code of Ordinances of Brevard County, Florida. Such term does not include large quantities of sod, dirt and trash from land clearing or other materials requiring special handling.

OO. YARD WASTE RECEPTACLE: The term “yard waste receptacle” shall mean a galvanized metal, durable plastic, or other suitable impervious material container commonly sold as a garbage can, including wheeled containers, which shall be free of jagged or sharp edges and shall be watertight and equipped with two (2) handles upon the side or bail by which it may be lifted, and provided with a tight fitting watertight cover suitable to protect the contents, and which shall not have any side structures, such as inside bands or reinforcing angles or anything within that would prevent the free discharge of the contents. Yard waste receptacles shall be approved by the Director in coordination with the CONTRACTOR.

## **SECTION 2. AREA AND TERM**

A. The CONTRACTOR shall have the sole and exclusive right and duty to collect all solid waste as provided under the terms and provisions of this Contract within the service area described in the Benefit Unit.



B. Subject to the termination provisions contained in SECTION 10 of this Contract, the term of this Contract shall be a seven-year contract with an effective date of October 1, 2020, and an end date of September 30, 2027, with the option to extend the Contract for one (1) additional 3-year term upon mutual Contract of both parties unless notification is given in writing to the CONTRACTOR at least one year in advance of the Contract's termination date.

C. The CONTRACTOR shall have right to provide roll-off boxes for materials generated in the construction of buildings and structures or the clearing of land and preparation of sites for construction within the collection area as defined in this Contract, unless otherwise authorized by the COUNTY.

D. Despite the language of subsections "A" and "C" of this section of this Contract to the contrary, it is hereby acknowledged by the CONTRACTOR, that the COUNTY shall have the right to permit persons to haul solid waste generated only on the applicable property owned or occupied by the person, to the solid waste facilities maintained and operated by the COUNTY.

### **SECTION 3. DUTY OF THE CONTRACTOR**

#### **A. SOLID WASTE**

1. With the exception of the solid waste defined as special collection solid waste, the CONTRACTOR shall pick up and deliver to a County designated solid waste disposal facility all garbage, rubbish and yard waste placed by a customer at the collection point set forth in SECTION 6 hereof, from each single-family residence and individual multi-family residence not less than two (2) times per week and each individual commercial unit within the subject collection area not less than two (2) times per week for mechanical containers and cart service with collections at least three (3) days apart. It is intended that all such solid waste be picked up and delivered to the disposal site each collection day. Residential carted solid waste is collected Monday through Saturday. Special collection solid waste is collected Monday through Friday.

2. The CONTRACTOR shall be responsible for the purchase and distribution of automated carts as well as the repair of carts that have been damaged. The CONTRACTOR shall distribute two (2) 64-gallon carts to each residential unit; one cart for solid waste and one cart for recycling. Carts will be distributed pursuant to a schedule mutually agreed upon by the COUNTY and the CONTRACTOR. The CONTRACTOR shall maintain, at all times, a sufficient number of carts to ensure that extra or replacement carts can be provided within five (5) working days upon notification by the resident or the COUNTY. CONTRACTOR shall distribute fully assembled automated carts to new single-family and multi-family residential units added during the term of this Contract. Carts that have been lost or damaged due to customer abuse or negligence shall be repaired or replaced at the expense of the customer utilizing the replacement cost of the cart. Carts that have been lost or damaged by the CONTRACTOR'S actions shall be repaired or replaced at the CONTRACTOR's expense. Requests for cart change sizes can be made one (1) time per year. A

request for a cart size change will incur a charge of \$35.00 per cart, payable directly to the CONTRACTOR in advance of the exchange. Said containers shall become the property of the COUNTY at the end of the contract. All carts that are in the CONTRACTOR'S inventory at the time this Contract is terminated or expires shall be delivered to the COUNTY at a location determined by the Director within thirty (30) days of written notification of the delivery location. Customers wishing to have more than two (2) containers may RENT additional carts for a fee of \$4.50 per month, payable directly to the CONTRACTOR. Customers may also purchase additional carts from the CONTRACTOR at a cost of \$75.00 per cart (delivery included) or purchase from a third party a cart compatible with the CONTRACTOR'S system. CONTRACTOR is not responsible for customer-owned carts.

3. The CONTRACTOR shall pick up and deliver to a solid waste disposal facility all garbage and rubbish generated by a customer, from a multi-family residence and a commercial unit and placed in a commercial container located at the designated collection point or in carts placed at a centralized location. The size and type of a commercial container, including compactor boxes, and the frequency of collection for each residence or unit shall be established by the CONTRACTOR in consultation with the customer and shall be subject to approval by the Director in the event of a dispute. Provided, however, that the frequency of collection shall not be less than two (2) times per week with collections at least three (3) days apart for residential units and collections shall not be less than one (1) time per week for commercial units.

4. The CONTRACTOR shall pick up and deliver to the solid waste disposal facility special collection solid waste generated from a single-family residence, individual multi-family residence and multi-family residence of a customer and placed at the applicable collection point within five (5) business days of notice by the customer or the Director to the CONTRACTOR, excluding weekends and legal holidays. Special collection solid waste is collected Monday through Friday.

5. The CONTRACTOR shall pick up and deliver to the solid waste disposal facility all special collection solid waste generated from a commercial unit(s) placed at the applicable collection point within seventy-two (72) hours of notice by the customer or the Director to the CONTRACTOR, excluding weekends and legal holidays. The County's Solid Waste Disposal Facilities include:

- a) Central Disposal Facility (CDF), 2250 Adamson Road, Cocoa, FL
  - b) Mockingbird Way Mulching Facility, 3600 South Street, Titusville, FL
  - c) Titusville Transfer Station, 4366 South Street, Titusville, FL
  - d) Sarno Road Transfer Station & Landfill, 3379 Sarno Road, Melbourne, FL
- Additional facilities may be added or deleted at the discretion of the Director.

6. Rates for the collection of commercial special collection solid waste shall be negotiated between the customer and the CONTRACTOR.

7. The CONTRACTOR shall be prepared to provide all commercial containers required for the collection of solid waste within the service area and shall maintain such containers in a clean and operable condition including an acceptable appearance according to standards maintained from time to time by the Director. The CONTRACTOR shall provide at a minimum, containers of two (2), three (3), four (4), six (6) and eight (8) cubic yards for use as commercial containers.

8. The CONTRACTOR shall pick up and deliver to a solid waste disposal facility without charge to the COUNTY, all solid waste contained in up to twenty (20) garbage receptacles, placed by the COUNTY at roadsides within the subject collection area at least two (2) times per week, or more often if necessary to insure sanitary conditions. The COUNTY shall provide the CONTRACTOR, in writing, with the location of said garbage receptacles. The COUNTY reserves the right to increase said number of garbage receptacles by twenty percent (20%) without charge. The COUNTY shall have the right to use either the regular commercial type trash cans with covers or fifty-five (55) gallon cans, or both, for use by the public.

#### B. RECYCLING

1. CONTRACTOR is hereby granted an exclusive franchise to perform curbside recycling collection services for residentially zoned property within the service area.

2. The CONTRACTOR shall develop, with COUNTY approval, practical procedures and a collection schedule for the inclusion of all multi-family residences in the recycling program. Further, the CONTRACTOR shall assist the COUNTY in the implementation of Commercial Recycling Program, for commercial establishments and businesses.

3. The Commercial Recycling Program shall not be exclusive to the CONTRACTOR. Sections 403.7046 and 403.713, Florida Statutes, prohibit local governments from restricting the flow of recovered materials for recycling. The collection, transport, and disposal of certain recovered materials for recycling from commercial establishments and businesses shall be an "open market" and non-exclusive to the CONTRACTOR.

4. The provision of roll-off or container service for commercial recycling or residential or commercial renovation/demolition within the service area is not an exclusive service. CONTRACTOR will provide this service on request.

5. The CONTRACTOR shall pick up all recyclable materials placed at the curb or at the designated collection point from each single-family residence, multi-family residences, and commercial units (if subscribed) within the service area, not less than one (1) time per week and with said collection occurring Monday through Friday.

6. At no cost to the COUNTY, the CONTRACTOR shall provide recycling services to the COUNTY facilities specified in Exhibit "B" in the amount, location and frequency designated by the Director or designee. CONTRACTOR shall provide all bins, carts,

dumpsters, and roll-off containers necessary to provide these facilities recycling services at no additional cost.

7. The CONTRACTOR shall furnish one (1) automated 64-gallon recycling cart at the CONTRACTOR'S expense to each single-family residence and individual multi-family residence in the service area for the purpose of storing recyclable materials in the home and identifying the recyclable materials at the curb. Said container shall become the property of the COUNTY at the end of the contract. The size of the container will be a 64-gallon automated cart, and the color, as selected by the COUNTY, will be green with a yellow lid. Brevard County's name and selected logo shall be placed on the cart along with a list of acceptable recyclables permanently listed on the lid.

8. The CONTRACTOR shall remove recyclable materials placed in the recycling cart at the curb or specially designated collection points from all single-family residences and multi-family residents that receive residential garbage collection services. Cardboard boxes should be flattened and cut to fit loosely inside the cart. There shall be no limit to the quantity of recyclable materials or carts that will be picked up from each residence or collection point, provided a single-family resident pays the monthly rental fee for additional carts. Single-family residents who place recyclable materials outside the cart more than 5 times per year may be required to rent or purchase an additional cart.

9. Additional 64-gallon automated carts to be used for recycling may be rented from the CONTRACTOR for a fee of \$ \$4.50 per month per cart, payable directly to the CONTRACTOR. Customers may also purchase additional carts from the CONTRACTOR at a cost of \$75.00 per cart (delivery included) or purchase from a third party a cart compatible with the CONTRACTOR'S system. CONTRACTOR is not responsible for maintenance of customer-owned carts.

10. The CONTRACTOR shall furnish containers to all multi-family residences, such as condominium or apartment complexes, serviced by the CONTRACTOR prior to the initiation of the recyclable materials collection service as provided herein. Multi-family residences shall be provided up to 75 recycling carts per 100 multi-family units, unless otherwise negotiated with the customer.

11. The CONTRACTOR shall replace lost recycling carts in an amount up to five percent (5%) of the households served, and repair or replace all broken recycling carts. Each residence shall not be given more than one (1) replacement within a year.

12. The CONTRACTOR shall pick up all recyclable materials placed at the curb or designated collection point, and shall process and broker the recyclable materials.

13. The CONTRACTOR will maintain accurate weight records of recyclable materials collected within the service area and such records/reports showing recycling tonnages shall be furnished to the COUNTY by the 15<sup>th</sup> of each month. The CONTRACTOR shall test certain areas, designated by the COUNTY, one time per year

to determine participation rates. The CONTRACTOR shall supply this information to the COUNTY upon request.

14. The CONTRACTOR shall perform composition audits on the residential recycling stream a minimum of once per month. The results of those audits will be used to create an average contamination rate that will be adjusted twice per year; in January using the results from the previous July through December audits, and in July using the results from the previous January through June audits. The County reserves the right to be present during these audits to oversee methodology and resulting determinations.

15. The County reserves the right to periodically perform an independent composition measurement study, conducted by a third party at the expense of the County, of the residential recycling stream.

16. The CONTRACTOR is prohibited from landfilling or improperly disposing of any recyclable materials collected for the recycling program except that this prohibition shall not apply to rejected material and residue that results from the normal operations of transporting, managing and processing of recyclables. In addition, under extraordinary conditions the CONTRACTOR may request authorization from the COUNTY for permission to do so. Recyclable materials may be mixed with similar materials collected from other recycling areas and may be held until enough volume is accumulated.

### C. YARD WASTE

1. The CONTRACTOR shall pickup all properly prepared yard waste placed at the curb or at the designated collection point from each single-family residence and multi-family residences not less than one (1) time per week. Properly prepared yard waste is defined as yard waste that is no more than four (4) feet in length, twenty-four (24) inches in diameter, and fifty (50) pounds in weight. Yard waste is collected Monday through Friday.

2. The CONTRACTOR shall only remove yard waste placed at the curb from all residences that receive regular residential solid waste collection service. There shall be no limit to the quantity of Yard Waste that will be picked up from each residence so long as the Yard Waste is prepared as follows: All branches, palm fronds and other material must be cut into lengths not exceeding four (4) feet in length, 24-inches in diameter, and fifty (50) pounds in weight and separated from other solid waste. All grass cuttings, leaves and small clippings and trimmings shall be containerized in containers which are acceptable to the CONTRACTOR and approved by the Director. Yard waste must not be placed into a bag of any kind.

3. The CONTRACTOR shall pick up all properly prepared yard waste placed on those road medians or common areas of subdivisions, apartments, townhouses or other multi-family units prescribed by the Director, in consultation with the CONTRACTOR, not less than one (1) time per week. The schedule for pick up shall be the same as for other residences in the collection area.

#### **SECTION 4. STANDARDS OF COLLECTION AND OPERATION**

A. Upon award, the COUNTY verified residential service units prior to initial collection on March 31, 2020. The County will be responsible for the billing and collection of payments for those units included in the County's mandatory residential solid waste collection and residential recycling collection programs. The County shall make monthly payments in arrears to the Contractor for the residential solid waste and residential recycling collection services provided pursuant to this Contract. The Contractor shall be entitled to payment for services rendered irrespective of whether or not the County collects from customers for such services.

B. The CONTRACTOR shall provide sufficient equipment to maintain regular schedules of collection for the prompt and efficient performance his duties under this Contract. The CONTRACTOR shall provide to the Director, prior to the start of work under this Contract, an inventory showing each type of vehicle (category, capacity, approximate age) used for performing work under this Contract. The Director shall have the authority to inspect the vehicles on such inventory list and reject a given vehicle for health or safety reasons and require a suitable replacement.

C. The CONTRACTOR shall describe on an attachment to the required inventory the service yards or contracts to be used in maintaining vehicles and equipment. The CONTRACTOR may change equipment from time to time and shall revise the inventory and the attachments thereto, accordingly; however, in no event shall the number of vehicles be less than the number of vehicles shown on the inventory provided prior to start of work under this Contract. The CONTRACTOR shall maintain a vehicular fleet during the performance of work under this Contract at least equal to that described in the inventory.

D. The COUNTY reserves the right to deny the CONTRACTOR's vehicles access to certain streets, alleys and public ways in unincorporated Brevard County where it is in the interest of the general public to do so because of the condition of streets. The CONTRACTOR shall not interrupt the regular schedule and quality of service because of street closures. The CONTRACTOR shall promptly notify affected customer(s) of any deviation of the normal collection schedule caused by a temporary disruption such as closed roads, police blockade or other event causing service to be missed and made up in an alternate place or day with the Director's approval.

E. Any and all route and schedule changes are subject to approval by the Director whose decision shall be final. Upon approval of the Director, the CONTRACTOR shall notify each affected resident at least fourteen (14) days prior to the effective date of the change and the CONTRACTOR shall publish a notice in a newspaper of general circulation published within the county at least ten (10) days prior to the effective date of such route or schedule change. The cost of the publication shall be borne solely by the CONTRACTOR.

F. The CONTRACTOR shall give notice to the Director as to any material changes that might affect the performance of work under this Contract immediately after

becoming aware of the same and shall make suitable remedial arrangement when needed.

G. Equipment is to be maintained in a reasonably clean and safe working condition and be painted uniformly subject to the approval of the Director. Equipment shall contain the name of the CONTRACTOR, and the truck number printed in letters not less than three (3) inches high on each side of the vehicles. A record shall be kept of the vehicle to which each number is assigned. No advertising shall be permitted on the vehicles.

H. The CONTRACTOR shall provide sufficient "back up" equipment, in proper operating condition, so regular schedules and routes of collection can be maintained.

I. The CONTRACTOR shall make collections with a minimum of noise and disturbance to the occupant of the building and shall not collect from residential collection points prior to the hour of 6:00 a.m. nor after the hour of 8:00 p.m. No collections shall occur on Sundays or approved holidays unless in the case of an emergency. Collection may be permitted at times not allowed by this paragraph, provided the CONTRACTOR has received prior approval from the Director or his/her designee.

J. Each vehicle used for the collection of solid waste shall have a fully enclosed, metal top and shall be water tight to a depth of not less than (12) inches and shall contain metal sides, and use pneumatic tires. However, the Director shall have the authority to waive the requirement of a fully enclosed, metal top in the event of an emergency. As an alternative to a fully enclosed metal top for use in yard waste collection, said vehicle may be equipped with a cover which may be a net with mesh not greater than one and one-half (1-1/2) inches, or tarpaulin, and such cover shall be kept in good mechanical order and used to cover the load in traveling, or when parked, if the contents are likely to be scattered if not covered.

K. Vehicles shall not be overloaded so as to scatter solid waste, but when solid waste is scattered from a CONTRACTOR'S vehicle for any reason, it shall be the responsibility of the CONTRACTOR to immediately pick up such scattered solid waste. Each truck shall be equipped at all times with a shovel and a broom for the collection of spilled refuse.

L. Vehicles shall be maintained in a clean, safe and sanitary matter. Equipment failure or malfunction of the vehicles causing hydraulic leaks/spills on streets and roads shall result in the imposition of an incident charge.

M. The CONTRACTOR'S vehicles are not to interfere unduly with vehicular or pedestrian traffic and vehicles are not to be left standing on streets and alleys unattended.

N. Vehicles are to be washed thoroughly on the inside and sanitized with a suitable disinfectant and deodorant at such times as established by the Director and all vehicles are to be washed on the outside at least weekly.

O. Commercial containers furnished by the CONTRACTOR to the customer shall be approved by the Director and shall have lettering not less than one and one-half (1 ½) inches high indicating the identification of the CONTRACTOR and following words: "Keep Lids Closed". The CONTRACTOR shall close the lids on commercial containers upon removal of solid waste.

P. Commercial solid waste collection shall be provided in the most efficient manner available (commercial container or automated cart), as determined by the CONTRACTOR. The CONTRACTOR shall make collections with a minimum of noise and disturbance.

Q. No advertising shall be posted on the containers or cart. The containers shall contain the company's name and customer service information, such as a phone number.

R. Rates and charges for commercial containers, roll offs and compactors are listed on Exhibit "A".

S. Garbage receptacles, automated carts, and other containers shall be handled carefully by the CONTRACTOR and shall be thoroughly emptied then returned and placed at least three (3) feet from the edge of the pavement where possible, standing upright and with covers securely in place. Garbage receptacles and carts shall be thoroughly emptied of all materials and shall not be placed in such a way as to block driveway access or cause an obstruction in the right-of-way to vehicles, bicycles, etc. Any solid waste, yard waste or recyclable materials spilled or scattered by the CONTRACTOR shall be immediately picked up by the CONTRACTOR.

T. The CONTRACTOR shall make commercial collections with a minimum, of noise and disturbance and shall not collect prior to the hour of 5:00 a.m. Monday through Saturday. No collection shall occur on Sundays or approved holidays unless in the case of an emergency. Collection may be permitted at times not allowed by this paragraph, provided the CONTRACTOR has received prior approval from the Director or his/her designee.

U. The direction and supervision of collection shall be by competent and qualified personnel and the CONTRACTOR shall devote sufficient personnel, time and attention to the direction of the operation to insure the performance of their obligations and duties as specified under the provisions of this Contract.

V. The CONTRACTOR shall cooperate with authorized representatives of the COUNTY in every reasonable way in order to facilitate the progress of the work contemplated under this Contract. The CONTRACTOR shall have at all times a competent and reliable representative authorized to take orders and to act on its behalf. The CONTRACTOR shall ensure that its employees serve the public in a courteous, helpful and impartial manner.

W. Employees engaged in collection services will be required to follow the regular walk for pedestrians while on private property. No trespassing by employees will be



permitted, or crossing property to neighbor's premises unless residents or owners of both such properties have given permission.

X. Care should be taken to prevent damage to property, including flowers, shrubs and other plantings. The CONTRACTOR shall repair any property damage caused by the CONTRACTOR or their personnel within five (5) business days of notification by the customer or the COUNTY. The CONTRACTOR shall not be responsible for cleaning up unsanitary conditions about the solid waste containers caused by carelessness of the customer. Care shall be taken by employees to prevent damage to containers by unnecessarily rough treatment. The CONTRACTOR shall replace any damaged container or cart within five (5) business days of notification by the customer or the COUNTY. In the event of major damage or an insurance claim that necessitates additional time to resolve, the CONTRACTOR may request a time variance from the COUNTY, which will not be unreasonably withheld.

Y. The CONTRACTOR shall report to the Director all situations which prevent or hinder the collection of solid waste on any premises.

Z. The CONTRACTOR shall establish such routes within the service area as will contribute to maximum efficiency of operation and will file a copy of such routes with the Director. The COUNTY reserves the right to deny the CONTRACTOR'S vehicles access to certain streets, alleys and public ways where it is in the interest of the general public to do so because of conditions of the streets or bridges or the nature of development of the general area. The CONTRACTOR may request and the Director may declare certain streets, alleys and public ways closed for the purpose of collection vehicle operation because of dangers, inadequate clearance, poor road conditions and others. When these closures occur, the CONTRACTOR shall supply other types of solid waste collection service acceptable to the Director. Notice shall be given by the Director prior to such denial so as not to unduly interfere with the CONTRACTOR'S normal operations.

AA. The CONTRACTOR shall provide, at the base rate, backdoor solid waste receptacle pickup from single family residences for customers who are medically certified handicapped persons provided no other able-bodied person over the age of 15 or under the age of 65 resides in the household. The customer shall provide the CONTRACTOR with appropriate evidence that they are unable to place their receptacles at the collection point. The type of evidence required shall be determined by the Director. Backdoor service includes only residential carted solid waste and carted recycling collection service.

BB. The CONTRACTOR shall not be required to furnish collection services on the following specified holidays: Memorial Day, Fourth of July, Veteran's Day, Thanksgiving Day and Christmas Day. There will be no make-up days. The CONTRACTOR shall notify all customers whose normal collection day falls upon such holidays that no collection service will be provided on such day and the date of the next normal collection day at least ten (10) days and not more than thirty (30) days prior to said

holiday. Said notice shall be in the form of an advertisement in a newspaper of general circulation published within the County and on the County's website.

CC. The CONTRACTOR shall send letters to customers within the subject collection area of the applicable schedule of collection at least ten (10) days prior to an alteration in said schedule.

DD. The CONTRACTOR shall be required, at the COUNTY's discretion, to provide each customer with a condensed version of the rules and regulations for residential solid waste, yard waste, recycling and other special services within 45 days of start of contract and for all new services added after start of contract. Said condensed version shall outline the obligations of the customer and CONTRACTOR according to the terms of the contract and shall be approved by the Director or his/her designee before distribution to the customer. The CONTRACTOR shall supply the Solid Waste Department with hard copies and an electronic condensed version for inclusion on the COUNTY website.

EE. The COUNTY may occasionally require the CONTRACTOR to pick up garbage or debris left in the right-of-way or on County property that is not billable to a private account.

FF. The CONTRACTOR will not be required to collect materials that are in violation of this Contract.

GG. The CONTRACTOR shall establish a "landfill gate account" with the County's Solid Waste Department. The gate account will include a security deposit as established by the Brevard County Solid Waste Department's Finance section.

## **SECTION 5. COMPLAINTS**

A. The CONTRACTOR shall respond and resolve all reasonable service complaints within twenty-four (24) hours, regardless of fault, during implementation of bin or cart delivery and/or route changes for a period of ninety (90) days following implementation or change.

B. The CONTRACTOR shall perform a service of high quality and keep the number of legitimate complaints to a minimum. In order that the COUNTY may be informed of the quality of service, the CONTRACTOR agrees to maintain a record of all complaints for inspection by the COUNTY whether received in person, by mail, by e-mail or telephone. The CONTRACTOR agrees to furnish a monthly report listing the name and address of the complainant, the nature of the complaint, and the disposition of each complaint. Complaints received before 12:00 noon each day shall be serviced by 8:00 pm that day. Complaints received after 12:00 noon shall be serviced before 5:00 p.m. the following business day. For each month in which the number of legitimate complaints reaches twenty (20) or more for any cause the COUNTY shall be entitled to claim liquidated damages. Each claim shall be considered legitimate unless satisfactory disposition of the claim is furnished. The decision of the Director shall be final.

C. The CONTRACTOR shall have their operations facility (office) located within Brevard County and shall operate a staffed complaint center with a local toll-free telephone number which shall be open during the hours of 7:00 a.m. - 8:00 p.m. Monday through Saturday. No mechanical/electronic substitution shall be permitted nor shall the use of an answering service be permitted in place of the CONTRACTOR's personnel during times of residential service routes. Residential service runs from 6:00 a.m. to 8:00 p.m.

D. The CONTRACTOR shall provide a 24-hour "live" telephone service for use by the COUNTY in the event of an emergency.

## **SECTION 6. DUTY OF CUSTOMERS**

A. All garbage and rubbish and all grass cuttings, leaves, small clippings and trimmings generated from a single-family residence, individual multi-family residence, or individual commercial unit shall be placed by the customer in a cart or commercial container for garbage and rubbish and a customer-owned garbage receptacle with a maximum 40-gallon capacity for yard waste cuttings and clippings, or other containers which are acceptable to the CONTRACTOR and approved by the Director and placed at the applicable collection point on the designated collection day (Residents located in the beachside carted yard waste pilot program will use the CONTRACTOR-provided cart for yard waste. All yard waste shall be placed inside the cart, with the exception of that meeting the definition of special collection solid waste.). All other solid waste shall be stacked in a uniform direction at the applicable collection point and shall include only items in size not exceeding four (4) feet in length and twenty-four (24) inches in diameter and fifty (50) pounds in weight. Any special collection solid waste shall be placed at the collection point on the collection day for special collection solid waste.

B. All solid waste generated from a commercial unit or a multi-family residence, other than special collection solid waste, shall be placed by the customer in a commercial container located at the applicable collection point, or in garbage carts located at the applicable collection point, on the designated collection day.

C. The customer shall place all solid waste at the following collection points for the specified categories of property:

1. Single-family residence: At a point within the parkway abutting such residence no farther than five (5) feet from the curb line or paving line, or, in the case no parkway exists which abuts the customer's property, at a point no greater than five (5) feet from curb line or paving line of the nearest public street, or, in the case of the existence of a drainage ditch, at a point within said dimensions adjacent to the nearest driveway.
2. Commercial unit and multi-family residence: At those points designated by the CONTRACTOR in consultation with the customer, which will maximize economy in the collection of the solid waste while considering the public health and the convenience to the customer.

3. In the event of a dispute between the CONTRACTOR and a customer regarding the location of the collection point, the CONTRACTOR'S decision shall be subject to approval by the Director.

D. The customer is responsible for proper care and cleaning of any garbage or recycling cart provided to them.

E. The customer shall drain off all liquids from recyclable materials prior to deposit in the recycling cart. Recyclable glass food and beverage containers should be rinsed prior to placement in the recycling cart. Newspapers, mixed paper, and cardboard shall be free of food or other contaminants when placed in a recycling cart. No plastic bags shall be placed into the recycling cart.

F. All recyclable materials generated from a single-family residence, multi-family residence, or commercial unit shall be placed by the customer in the recyclable cart provided by the CONTRACTOR. On the designated collection day, said recyclable cart shall be placed at the curb or the normal collection point as described in Paragraph 6(C) (1) and (2) of this Contract, but shall be kept separate and apart from regular solid waste. Recyclable materials must be placed loose in the cart and must not be placed in a bag of any kind.

G. In the event that there is an excess of recyclable materials, such as large cardboard boxes, that will not fit in the recycling cart such excess shall be placed directly beside the recycling cart, separate from regular solid waste. Cardboard boxes must be flattened. Recyclables must not be placed in a bag of any kind.

H. All recyclable materials generated from a commercial unit, or a multi-family residence, shall be placed by the customer at the collection point described in Paragraph 6(C) (3) of this Contract.

I. Recyclable materials placed in a recyclable cart by a single-family, multi-family, or commercial unit, shall not exceed 200 pounds.

## **SECTION 7. HAZARDOUS WASTE**

A. No customer shall dispose of hazardous or infectious waste at any COUNTY solid waste disposal facility, nor shall any customer place or deposit hazardous or infectious waste at any solid waste collection point or in any other place where it might reasonably be expected to be transported to a COUNTY solid waste disposal facility.

B. The CONTRACTOR shall not dispose of hazardous or infectious waste at any COUNTY solid waste disposal facility. The CONTRACTOR shall refuse to collect solid waste from a customer if the CONTRACTOR believes that such solid waste contains hazardous or infectious waste. If the CONTRACTOR believes that a customer is depositing hazardous waste for collection, the CONTRACTOR shall immediately notify the Director.

C. The CONTRACTOR shall not be required to transport biomedical waste, infectious waste, hazardous waste or biological waste but may offer such service in the

service area. All such collection and disposal of those types of waste shall be accomplished in strict compliance with all Federal, State and local laws and regulations.

D. The Director shall have the authority to inspect the waste being deposited by a customer at any time to determine whether such waste contains hazardous waste and, to take whatever action deemed necessary to ensure that the customer ceases the placement of hazardous waste into the Brevard County Solid Waste Disposal System.

## **SECTION 8. COMPENSATION TO CONTRACTOR**

A. For the curbside collection of solid waste, recyclable materials, and yard waste from all improved residential real property within the benefit unit, the CONTRACTOR shall be compensated in accordance with the schedule of rates, charges and fees set forth in Exhibit "A, as may be amended pursuant to this Contract. Said sum shall be the only money CONTRACTOR shall be entitled to from the COUNTY. Provided, however, that the CONTRACTOR may collect from any multi-family customer an additional sum for pick-up in excess of twice per week, with said sum to be negotiated between the CONTRACTOR and the customer.

B. The monthly rates and charges the CONTRACTOR may charge for are: (1) providing collection services to non-residential improved real property within the unincorporated area of the County, (2) container rentals and pull services, and (3) providing collection service to residential improved real property within the unincorporated areas but not within the benefit unit shall be established in the schedule of rates, charges and fees set forth in Exhibit "A" of this Contract, as may be amended pursuant to this Contract.

C. Should the CONTRACTOR desire to seek an increase of the rates established by the Board, beyond the annual CPI-G&T adjustment, the CONTRACTOR shall petition the Board providing complete justification prior to July 1 of the fiscal year prior to the fiscal year that the rate will become effective. In arriving at a sum to pay the CONTRACTOR and establish a schedule of charges, the COUNTY shall fix such amounts as may be reasonably intended to give the CONTRACTOR a fair and reasonable return upon the actual and legitimate capital investment, excluding contributions, after allowance for reasonable depreciation and expenses for operation.

D. In the event a person occupying or owning residential improved property outside the service area elects to contract with the CONTRACTOR for the collection of waste generated on such property, the rate, fee or charge for such collection shall be negotiated between the CONTRACTOR and the customer after taking into consideration the following factors:

1. The rate, fee or charge for collection services established for similar improved property in the benefit unit.
2. The distance to such improved property from the established collection route to the CONTRACTOR

3. The frequency of collection by the CONTRACTOR.
4. The average monthly amount of solid waste generated from such improved property.
5. The degree of additional costs to the CONTRACTOR in collecting said solid waste.

E. The Director shall resolve any dispute between the customer and the CONTRACTOR as to the rate, fee or charge for such collection services based upon consideration of the factors specified above. Provided, however, that for residential improved property such rate shall not exceed twice the rate being charged for similar residential improved real property within the benefit unit.

F. The charge for the pickup of special collection solid waste generated by a commercial unit shall be negotiated between the CONTRACTOR and the customer and billed by the CONTRACTOR. Fees for ancillary services (such as lock bars, casters or roll out service) requested by the commercial customer shall be negotiated between the customer and the CONTRACTOR.

G. Commercial customers shall place all solid waste inside the designated container. In the event that the solid waste is placed on the ground, outside of the designated container, or exceeds the container's capacity by extending 12 inches or more over the top of the container, CONTRACTOR shall be entitled to an extra pickup fee as outlined in Exhibit A.

H. It is mutually understood between the parties that each customer shall have the right to purchase his own commercial container rather than rent same from the CONTRACTOR.

I. Where applicable, the CONTRACTOR shall bill each customer for collection services based on the rate, charge or fee for each customer as established under this section of this Contract. In the event of a dispute between the CONTRACTOR and customer as to a rate, fee or charge, or as to a charge for additional or special collection pickup, the Director shall arbitrate and resolve the dispute.

J. On each October 1st and thereafter, the rate of compensation payable to the CONTRACTOR by the COUNTY and the monthly rates and charges the CONTRACTOR may charge for providing collection services as set forth in Exhibit "A" shall be adjusted annually to reflect changes in the Consumer Price Index-Garbage & Trash (CPI-G&T). The foregoing rates shall be adjusted to reflect the increase or decrease in the CPI-G&T for the immediately preceding twelve (12) month period of March to March, and any increase or decrease shall be capped at three percent (3%) per year. Any extension thereto will be capped at three percent (3%) per year. The CONTRACTOR shall provide the COUNTY in writing, no later than May 15th of each year, of increases or decreases based on the CPI-G&T as provided in this section. If the CONTRACTOR does not provide the COUNTY with notification of an increase or decrease in the CPI-G&T by the date stated, the COUNTY will determine whether an

adjustment shall be made to the rates. Should the CPI-G&T be discontinued or substantially modified, then an alternate index shall be chosen by mutual Contract of the COUNTY and the CONTRACTOR.

K. ADDITIONS AND DELETIONS TO RESIDENTIAL UNITS. On the first day of each month the total monthly payment to CONTRACTOR by COUNTY shall be adjusted to correspond with the increase or decrease in the number of residential units. The adjustment shall be for premises newly occupied or vacated during the month preceding the adjustment. For example, any adjustment made on June 1 will be for residences newly occupied or vacated in May.

L. The CONTRACTOR may charge a commercial or industrial roll off customer a trip/blocked container charge if CONTRACTOR is unable to service due to container not being accessible. CONTRACTOR will provide evidence of a blocked container upon request.

M. Prior to establishing service with a commercial customer or a customer being billed by the CONTRACTOR pursuant to this section, the CONTRACTOR may collect a deposit. However, such deposit shall not exceed the normal charge for three month's service to the customer. In addition, any such deposit shall be returned to the customer after twelve (12) months continuous service with no delinquent payments. Any such customer may pay in advance for the collection services provided pursuant to this Contract. However, the CONTRACTOR shall not require a customer to pay for such collection services more than one (1) month in advance.

N. The CONTRACTOR may not, under any circumstances, impose a delinquency fee for failure of a customer to make the required payments. However, the CONTRACTOR may impose, in addition to the amount owed to the CONTRACTOR, a re-connect fee not to exceed the greater of Twenty-five Dollars (\$25.00), or the normal charge for one (1) month's service for a commercial customer, where a commercial customer whose service has been terminated for non-payment wishes to be served by the CONTRACTOR again. No customer's service may be terminated for non-payment unless such customer's account is at least seventy (70) days delinquent, except that no residential customer's service within the benefit unit may be terminated for non-payment.

#### **SECTION 9. HURRICANE OR OTHER DISASTER/FORCE MAJEURE**

A. In the case of a severe weather or disaster event, the COUNTY may grant the CONTRACTOR reasonable variance from the regular schedules and routes. As soon as practicable after such severe weather or disaster event, the CONTRACTOR shall advise the COUNTY of the estimated time required before regular schedules and routes can be resumed. In conjunction with the COUNTY, the CONTRACTOR shall inform all customers of service disruption. Notification by the CONTRACTOR shall be in the form of an advertisement in a newspaper of general circulation published within the County.

B. In the event excessive amounts of debris or refuse have accumulated by reason of any natural disaster which includes the CONTRACTOR'S service area or should the Director or a committee headed by the Director decide that a severe disturbance, riot or other calamity has produced enough excess debris to need special cleanup, the CONTRACTOR shall be available within 96 hours from the time they are notified by the Director to remove and transport the excess debris or refuse within the collection area at the rate to be established between the COUNTY and the CONTRACTOR. Should the COUNTY wish to utilize the CONTRACTOR to perform such work, the Director shall direct the CONTRACTOR to perform such work at the specified rate. However, nothing herein shall require the COUNTY to utilize the services of the CONTRACTOR or to prevent the COUNTY from contracting with other parties to perform all or a portion of such work.

C. If either party is prevented from or delayed in performing its duties under this Contract by circumstances which are unexpected, unforeseen or beyond its control, whether or not foreseeable, including, without limitation, fires, typhoons, hurricanes, severe weather, floods, volcanic eruption, pandemics, quarantines, war, civil disturbances, acts of terrorism, labor disputes, acts of God, or significant threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, federal, or provincial government ("Force Majeure"), and which, by exercise of reasonable, diligent effort, the non-performing party is unable in whole or in part to prevent or overcome, then the affected party shall be excused from performance hereunder during the period of such disability. The failure to perform must occur directly, exclusively and contemporaneously with the Force Majeure event. The party claiming Force Majeure shall promptly notify the other party in writing within 10 calendar days after the cause that creates or will create the delay first arose of the existence of a Force Majeure condition and when the Force Majeure condition has terminated. Notwithstanding anything in this Contract to the contrary, the term "Force Majeure" does not include and a party shall not be excused from performance under this Contract for events relating to increased costs, including, without limitation, increased costs of fuel, labor, insurance or other expenses of performing the services hereunder. This section is not intended to protect a party against lost profits.

## **SECTION 10. COMMENCEMENT OF CONTRACT; DISPUTES**

A. COMMENCEMENT OF CONTRACT: The effective date of this Contract is the date on which the last of the parties hereto executes this Contract and commencement of collection services shall begin on October 1, 2020.

B. DISPUTES: It is recognized that disputes may arise between the COUNTY and the CONTRACTOR with regard to the collection of certain items due to disputes over the specific language of this Contract. In such event, the Director shall inspect the subject area at the request of the CONTRACTOR. The Director may from time to time notify the CONTRACTOR of the location and nature of solid waste which has not been



collected due to dispute between the COUNTY and the CONTRACTOR; and it shall be the duty of the CONTRACTOR to remove all such solid waste within seventy-two (72) hours from the date of the notice. Should the CONTRACTOR fail to remove said solid waste when obligated to do so pursuant to this Contract, the COUNTY will remove the solid waste and the costs incurred by the COUNTY shall be assessed against the CONTRACTOR. In the event the CONTRACTOR disagrees with the decision of the Director the CONTRACTOR shall have the right to appeal such decision to the Board and the decision of the Board shall be final.

C. SERVICE DURING DISPUTE: During any dispute which arises between the COUNTY, Director, and/or other interested party and the CONTRACTOR, in any way relating to this contract, performance, or compensation hereunder, the CONTRACTOR shall continue to render full compliance (and not seek injunctive relief) with all terms and conditions of this contract regardless of the nature of the dispute, unless the County Director specifically notifies the CONTRACTOR otherwise.

D. DEFAULT OF CONTRACTOR: The CONTRACTOR may be held in default of the Contract in the event the CONTRACTOR:

1. Fails to perform the collections required by the Contract and appears, to the Director, to have abandoned the work, or to be unable to resume performance within forty-eight hours; or
2. Has failed on three or more occasions of three working days duration in any year, to perform the collections required by the Contract; or
3. Repeatedly neglects, fails, or refuses to comply with any of the material terms of the Contract, after having received notice of its obligation to so comply.

a. To initiate proceedings under this section, the Director shall first request the Board of County Commissioners to declare the CONTRACTOR in default. Within three working days after its receipt of such a request, the COUNTY shall give notice to the CONTRACTOR, its surety and the Director of the location, time and date within the following seven calendar days of a public hearing at which the CONTRACTOR may show cause, why it should not be declared in default. In the event the CONTRACTOR fails to show, to the satisfaction of the COUNTY, cause why the CONTRACTOR should not be declared to be in default, the Board shall make such declaration.

b. In declaring the CONTRACTOR to have defaulted on the Contract, the COUNTY may also order the CONTRACTOR to discontinue further performance of work under the contract and transfer the obligation to perform such work from the CONTRACTOR to the Surety

on the CONTRACTOR'S performance bond and take any other action it deems advisable.

c. Proceedings under this section are in addition to the remedies described in SECTION 10.F below for breach of their respective requirements.

E. TRANSFER TO SURETY, USE OF CONTRACTOR'S PROPERTY:

1. Upon receipt of a notice that the work has been transferred to the surety with termination of the Contract, the surety shall take possession of all materials and equipment described in the most recent inventory submitted to the Director pursuant to Section 4.C of this Contract, for the purpose of completing the work under the Contract; employ, by contract or otherwise, any person and all persons needed to perform the work; and provide materials and equipment required therefore. Such employment shall not relieve the surety of its obligations under the Contract and the bond. If there is a transfer to the surety, payments shall be made to the surety or its agent for all work performed under the Contract subsequent to such transfer, in amounts equal to those that would have been made to the Contractor had it performed in the manner and to the extent of the surety's performance and the CONTRACTOR shall have no claim upon the same.

2. In the event the surety on the CONTRACTOR'S performance bond fails to assume or continue performance bond within 48 hours after its receipt of notice that the work has been transferred to such surety, the CONTRACTOR shall lease, sublease or otherwise license the COUNTY to use all, or whatever portion is desired by the COUNTY, of the materials and equipment described on the most recent inventory submitted to the Director pursuant to SECTION 4.C of the Contract, for collection purposes for a period of up to six months following the date of the declaration of default by the Board of County Commissioners without requiring the COUNTY to execute any other document whatsoever to accomplish such lease, sub-lease or license and without requiring the COUNTY to post any bond, pledge, deposit or other security for such equipment and materials but upon the condition that the COUNTY pay for the equipment and materials actually used for such collection a market rental that is not greater than the monthly lease, in the event such property is leased by the CONTRACTOR; the periodic installment in the event such property is being acquired under a purchase contract; or the periodic interest and principal, in the event such property is being acquired under a financing arrangement; provided that under no circumstances shall the COUNTY be liable during its use of such property for any arrearages, balloon payment, accrued interest, accelerated charges in the event of a default or other extraordinary payment; nor shall the satisfaction thereof be a condition to the COUNTY'S interim use of such property; provided further that such lease, sub-

lease or license shall be suspended on the date the surety on the CONTRACTOR'S bond or its agent accepts the transfer of work under the Contract.

3. In the event the COUNTY secures the performance of work under the Contract at a lesser cost than would have been payable to the CONTRACTOR had the CONTRACTOR performed the same, the COUNTY shall retain such difference; but in the event such cost to the COUNTY is greater, the CONTRACTOR and its surety shall be liable for and pay the amount of such excess to the COUNTY.

4. All payments due the CONTRACTOR at the time of default, less amounts due the COUNTY from the CONTRACTOR; shall be applied by the COUNTY against damages suffered and expense incurred by the COUNTY by reason of such default; any excess shall be paid to the CONTRACTOR except as provided in the Contract.

5. Notwithstanding the provisions of this section, a delay or interruption in the performance of all or any part of the Contract resulting from changes ordered in the work, from labor disputes, or, from other causes beyond the CONTRACTOR'S control, shall not be deemed to be a default and the rights and remedies of the COUNTY provided for herein shall be applicable.

**F. BREACH OF CONTRACT:**

1. If the CONTRACTOR fails to be at work at the time specified, persistently disregards laws, ordinances or instructions of the Director, or repeatedly fails to provide sufficient reserve workforce and equipment to insure the proper completion of the residential work by 8:00 pm each day; or performs the work unsatisfactorily or fails to collect refuse on a regular schedule, or discontinues the prosecution of the work without authorization by the COUNTY, or becomes insolvent or declares bankruptcy or commits any act of bankruptcy or insolvency, or allows final judgment rising out of performance of the Contract to stand unsatisfied for a period of ten (10) days, the COUNTY will consider such action a breach of Contract and give notice, in writing by registered mail, to the CONTRACTOR and his surety of such breach.

2. If the CONTRACTOR or the surety, within ten (10) days after such notices, does not proceed to take over and complete the work under the orders of the Director, then the Director, because of the breach of Contract, shall have full power and authority, without violating the Contract or bond, to take over the completion of said Contract according to the terms and provisions thereof, or to use such other methods as in his opinion may be required for the completion of said Contract in an acceptable manner. Furthermore, after the issuance by the COUNTY of its notice of intention to terminate the Contract, the CONTRACTOR shall not remove from its normal, daily workplace in the COUNTY any of the equipment listed on the inventory approved by the

Director in accordance with SECTION 4.C of this Contract until arrangements to continue the work, by Contract, by surety, or otherwise, have been completed by the COUNTY.

3. For all costs, charges and damages incurred by the COUNTY, together with the costs of completing the work, the CONTRACTOR and his surety shall be liable, and such costs may be deducted from any monies due or which may become due the CONTRACTOR. Should the COUNTY incur any attorneys' fees to seek enforcement of any of the provisions in this Contract and prevails, the CONTRACTOR and his surety shall be liable for those fees, and such expense may be deducted from any monies due or which may become due to the CONTRACTOR. In case the expense incurred by the COUNTY is less than the sum which would have been payable under the Contract if it had been completed by the CONTRACTOR, then the CONTRACTOR and the surety shall be liable and shall pay the COUNTY the amount of said excess.

G. NO WAIVER: No waiver of full performance by either party shall be construed, or operate, as a waiver of any subsequent default of any of the terms, covenants and conditions of this Contract nor affect the right of the COUNTY to enforce same. The payment or acceptance of compensation for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

#### **SECTION 11. LIQUIDATED DAMAGES**

The following acts or omissions shall be considered a breach of the contract and for the purpose of computing damages. It is agreed that the Director may deduct from payments due or to become due to the CONTRACTOR, the following amounts as liquidated damages:

A. Collection of residential solid waste prior to 6:00 a.m., or after 8:00 p.m., \$50.00 each case, (reference Section 4.1).

B. Collection of commercial solid waste prior to 5:00 a.m., unless otherwise authorized by the Director, \$300.00 each case (reference Section 4.T.).

C. Legitimate Complaints – Over twenty (20) per month, \$50.00 each additional legitimate complaint (reference Section 5.B).

D. Failure to clean vehicles and maintain in good working condition, \$50.00 each vehicle per occurrences (reference Section 4.G and Section L),

E. Failure to keep vehicles closed or covered, \$50.00 per occurrence, (reference 4.J).

F. Loaded vehicles left standing on the street unnecessarily, \$50.00 per occurrence (reference Section 4.M).

G. Failure to pick up "Special Collection Solid Waste" within five business days, \$50.00 per occurrence (reference Section 3.A.4).

H. Failure to maintain schedule established and given as a requirement of this Contract in writing to the public and the COUNTY, \$50.00 per violation of route schedule (reference Section 4.E).

I. Failure to respond to complaints as required by this Contract, \$50.00 each case (reference Section 5.A).

J. Failure to pick up scattered debris, \$50.00 each case (reference Section 4.K).

K. Failure to leave cans upright with covers securely in place, \$50.00 each case (reference Section 4.S).

L. Failure to pick up properly prepared Yard Waste, \$50.00 each case (reference Section 3.C.1).

M. Failure to notify COUNTY of route or material change, \$100.00 each case (reference Section 4.E).

N. Late Annual Financial Statement, \$100.00 each week, \$100.00 each week (reference Section 17.B).

O. Failure to have backup equipment, \$50.00 each case (reference Section 4.B and Section H).

P. Improper disposal of recyclables, \$200.00 each load, (reference Section 3.B.16).

Q. Failure to replace damaged container, \$100.00 each case (reference Section 3.A.2).

R. Failure to repair customer damage, \$200.00 each case (reference Section 4.X).

S. Failure to provide Recycling data, \$100.00 each week (reference Section 3.B, Section 13 and Section 14).

T. Hydraulic spills/leaks on roads, \$500.00 each case (reference Section 4.L).

U. Failure to provide requested/required information per the Contract, \$500.00 (reference Section, various).

## **SECTION 12. INSURANCE AND INDEMNIFICATION**

A. The CONTRACTOR shall furnish to the COUNTY evidence of insurance coverage for all insurance required under the provisions of this section of this Contract immediately upon the execution of this Contract by the parties. Failure of the CONTRACTOR to maintain said insurance at any time during the term of this Contract by the CONTRACTOR shall be construed to be a material breach of the Contract by the CONTRACTOR.

B. The CONTRACTOR shall provide and maintain during the term of this Contract such worker's compensation insurance as required by law for all of its employees employed in connection with the performance of the work provided for under this Contract.

C. The CONTRACTOR agrees to indemnify and save harmless the COUNTY from any and all liability, claims, damages, losses, expenses, proceedings and causes of action of every kind and nature arising out of or connected with the performance of his duties provided for under this Contract. The CONTRACTOR, further agrees to, at his own expense, defend any and all actions, suits or proceeding which may be brought against the COUNTY in connection with the performance of his duties under this Contract and to satisfy, pay and discharge any and all judgment that may be entered against the COUNTY in any such action or proceedings.

D. The CONTRACTOR agrees to provide and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance generally known as "Commercial General Liability policies" insuring the CONTRACTOR against any and all claims, demands or causes of action whatsoever for injuries received or damage to property relating to the performance of the duties of the CONTRACTOR under the terms and provisions of this Contract. Such policies of insurance shall insure the CONTRACTOR in an amount not less than One Million Dollars (\$1,000,000) to cover any and all claims connected with any accident or occurrence that may arise or be claimed to have arisen against the CONTRACTOR. The CONTRACTOR agrees to provide and maintain at all times under this Contract motor vehicle public liability insurance in an amount of not less than One Million Dollars (\$1,000,000). Said insurance policies shall provide that the COUNTY shall be endorsed as an additional insured to those policies and entitled to thirty (30) days written notice of any changes or cancellations in said policies.

E. A certificate of insurance indicating that the CONTRACTOR has coverage in accordance with the requirements of this Contract, shall be furnished by the CONTRACTOR to the Director within ten (10) days from the date of the execution of this Contract. The Director shall forward all such certificates of insurance to the Brevard County Insurance Director for review while maintaining copies of certificates of insurance for coverage currently in force along with this Contract.

F. The CONTRACTOR shall include all subcontractors, whether approved by the COUNTY or not, as an insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

G. In the event the CONTRACTOR is comprised of more than one individual, corporation, or other entity, each of the entities comprising the CONTRACTOR shall be jointly and severally liable under this Contract.

### **SECTION 13. PERFORMANCE BOND**

A. The CONTRACTOR shall provide a CONTRACTOR'S performance and payment bond in the amount of One Million Dollars (\$1,000,000) with a surety company acceptable to the COUNTY as surety, which bond shall be conditioned that such CONTRACTOR shall faithfully perform all of the provisions of this Contract and pay all laborers, mechanics and sub-Contractors and material men, and all persons who shall supply such CONTRACTOR or sub-Contractors with provisions and supplies for the performance of this Contract; and shall perform work or services, or furnish material to any sub-Contractor, shall have the same right under the provisions of such bond as if such works, services or material was furnished to the original CONTRACTOR, and shall contain appropriate recitations; (1) that it is issued pursuant to this Section of this Contract; (2) that it shall be construed to meet all the requirements specified herein and to give all of the rights specified in SECTION 10; and (3) that any condition or limitation in such bond which is in conflict with the conditions and requirements of this Section is void.

B. In lieu of the Performance Bond required herein the CONTRACTOR may enter into a Contract with the COUNTY, drafted to the satisfaction and approval of the County Attorney and the County Manager, that the CONTRACTOR shall make a deposit to an escrow account in a bank approved by the COUNTY, in cash or in negotiable government securities, equal at all times in market value to the face amount of the bonds. Such Contract shall provide that the cash or negotiable securities may be claimed by the Director, under the same circumstances as provided for use of the Performance Bond. The bond or the cash or security deposit shall remain in effect for the initial term of the Contract, and for the renewal period, or the Contract is terminated by the COUNTY. If the Contract is renewed, a Performance Bond in the amount stated above or the cash or security deposit shall be furnished forty-five (45) days prior to the beginning of the renewal period.

### **SECTION 14. CONTRACTOR'S RELATION TO COUNTY**

A. It is expressly agreed and understood that the CONTRACTOR is in all respects an independent Contractor as to the work notwithstanding in certain respects the CONTRACTOR is bound to follow the direction of designated County Officials and the CONTRACTOR is in no respect an agent, servant or employee of the COUNTY. This Contract specifies the work to be done by the CONTRACTOR, but the method to be

employed to accomplish this work shall be the responsibility of the CONTRACTOR, unless otherwise provided in this Contract.

B. The CONTRACTOR's performance of this Contract shall be supervised by the Director or his/her designee. If at any time during the life of this Contract, performance satisfactory to the Director or his/her designee shall not have been made, the CONTRACTOR, upon notification by the Director or his/her designee, shall increase the force, tools and equipment as needed to perform this Contract properly. If, within twenty-four (24) hours of the COUNTY's notification, the CONTRACTOR shall fail to take measures to increase the force, tools and equipment as needed to perform this Contract, the COUNTY may elect to temporarily hire equipment and manpower in order to restore the level of service to an acceptable level. The COUNTY may claim reimbursement of all costs incurred hereunder from the CONTRACTOR's surety and as otherwise available under law. The failure of the Director or designee to give such notification shall not relieve the CONTRACTOR of its obligation to perform the work at the time and in the manner specified by this Contract.

#### **SECTION 15. DISPUTE RESOLUTION**

A. To prevent misunderstanding and litigation, the Director shall decide any and all questions which may arise concerning the quality and acceptability of the services performed, the sufficiency and performance, the interpretation of Contract provisions and the acceptable fulfillment of this Contract on the part of the CONTRACTOR; and the Director will determine whether or not the amount, quantity, character and quality of the work performed is satisfactory, which determination shall be final, conclusive and binding upon both the COUNTY and the CONTRACTOR.

B. The Director shall make such explanation as may be necessary to complete, explain or make definite the provisions of this Contract and such findings and conclusions shall be final and binding on both parties. The CONTRACTOR may appeal the Director's decision to the Board of County Commissioners.

#### **SECTION 16. INSPECTION OF WORK**

The CONTRACTOR shall furnish to the Director or designee or authorized representative, every reasonable opportunity for ascertaining whether or not the work as performed is in accordance with the requirements of this Contract. The Director or designee may appoint qualified person(s) to inspect the CONTRACTOR's operation and equipment at any reasonable time, and the CONTRACTOR shall admit authorized representatives of the COUNTY to make such inspections at any reasonable time and place. The CONTRACTOR shall designate, in writing, the person to serve as its agent and liaison between its organization and the COUNTY.

#### **SECTION 17. CERTIFIED AUDIT**

A. On or prior to June 30 of each year, CONTRACTOR at its own expense shall provide the COUNTY with a certified audit performed by an independent Certified Public Accountant. Such audit shall be performed in accordance with generally accepted



auditing standards, and shall cover the annual period of the CONTRACTOR's most recent fiscal year. The audit report shall identify and separate that portion of CONTRACTOR'S business performed in the unincorporated area of Brevard County. Such audit shall also include, but shall not be limited to, a statement of financial condition, a statement of gross receipts of the CONTRACTOR for services rendered under this Contract, the average number of customers, and a statement of expenditures indicating where and how such expenditures were incurred.

B. The COUNTY and the CONTRACTOR understand and agree that time is of the essence regarding the receipt of the certified audits. Therefore, if the CONTRACTOR fails to provide the COUNTY with said certified audit on or prior to the date prescribed herein, the CONTRACTOR shall pay the COUNTY the sum of One Hundred Dollars (\$100.00) per week for each week the audit is received after June 30th. Provided, however, that the COUNTY may, upon request by the CONTRACTOR not later than June 15th of a given year, grant the CONTRACTOR an extension not to exceed thirty (30) days for good cause shown.

C. If the COUNTY has not received the certified audit within the prescribed time, the Director shall notify the CONTRACTOR in writing. If the certified audit is not received within thirty (30) days of the date such notice is mailed, the COUNTY may conduct its own audit in accordance with this Contract. In such event, in addition to the late fee set out above, the CONTRACTOR shall reimburse the COUNTY for all costs it incurs in auditing the CONTRACTOR and collecting the sums it is entitled to hereunder, including court costs and a reasonable attorney's fee.

D. The CONTRACTOR shall make available to the COUNTY the work papers of the auditor in connection with the certified audit required by this section. The CONTRACTOR shall not contract for audit services with an auditor that will not make said work papers available to the COUNTY.

#### **SECTION 18. PUBLIC AWARENESS CAMPAIGN**

E. CONTRACTOR shall assist the COUNTY in on-going education efforts to promote the COUNTY'S recycling program. The CONTRACTOR shall cooperate with the COUNTY in promotional activities and events, if so requested.

F. The CONTRACTOR shall perform, as a minimum, the following:

1. Promote the COUNTY's single- stream recycling cart program as described herein.
2. Provide to the COUNTY recycling information flyers for distribution in electronic (A.D.A. compliant) and hard copy format.
3. Attend and participate in public meetings regarding the recycling program, such as homeowners' associations, civic organizations, etc., as requested by the Director.

## **SECTION 19. ELECTRONIC COMPATIBILITY**

A. The CONTRACTOR shall provide information data about each user of their service as required from time to time by the COUNTY in a format and on a media to be defined by the COUNTY. The COUNTY shall provide the CONTRACTOR with a written request for information data and the media required and shall specify the date the information is required.

B. The exact data and format of the data requested may change from time to time. The CONTRACTOR shall provide the required change within thirty (30) days of being given written notice by the COUNTY of a required change. If the change involves new media that the CONTRACTOR does not possess, the COUNTY shall determine the time in which the CONTRACTOR shall provide the change.

C. The COUNTY may, upon written request by the CONTRACTOR, grant the CONTRACTOR an extension, not to exceed thirty (30) additional days, beyond the original specified date to deliver the information data. However, such request shall be made not later than thirty days prior to the original specified due date.

## **SECTION 20. MISCELLANEOUS**

A. The CONTRACTOR shall pay all Federal, State and local taxes and fees including, but not limited to sales tax, social security, workers' compensation, unemployment insurance and other required taxes and fees which may be chargeable against labor, material, equipment, real estate and any other item necessary to and in the performance of this Contract.

B. The CONTRACTOR shall comply with all laws, ordinances, rules and regulations now existing or established or hereinafter established at any time during the term of this Contract by the County, State Legislature and agencies, and Federal Government.

### **C. Scrutinized Companies**

1. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the COUNTY may immediately terminate this Contract at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Contract.

2. If this Contract is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the COUNTY may immediately terminate this Contract at its

sole option if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of this Contract.

3. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract.

4. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

D. No assignment or subletting of all or any portion of the work under this Contract shall be permitted except with written approval of the Board. Subcontractor Doug Connor, Inc. was approved by the Board and CONTRACTOR may utilize the aforementioned subcontractor as needed to perform the duties as specified in this Contract. The CONTRACTOR alone, subject to the provisions of his performance bond, shall be held responsible for the full and faithful performance of this Contract.

E. No modification or amendment of the terms hereof shall be effective unless written and signed by the parties hereto.

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

G. Should any terms, provision, condition or other portion of this Contract or the application thereof be held to be inoperative, invalid or unenforceable, the remainder of the Contract or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

H. The terms and conditions of this contract supersede the terms, obligations and conditions of any existing or prior Contract or understanding, written or oral, between the parties regarding the work to be performed, compensation to be paid, and all other matters contained.

I. In the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

J. This Contract shall be deemed to have been executed and entered into the State of Florida and this Contract, and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida.

K. Venue for any legal action brought by any party to this Contract to interpret, construe or enforce this Contract shall be in the Eighteen Judicial Circuit Court in and for Brevard County, Florida, and any trial shall be non-jury.

L. Right to audit. In performance of this Contract, the Contractor shall keep books, records, and accounts of all activities related to the Contract, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Contractor in conjunction with the Contract and the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by the Contractor for a period of five (5) years after termination of this Contract, unless such records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1) Florida Statutes. The COUNTY shall have the right to audit said books and accounts at any time during normal business hours upon giving reasonable notice to the CONTRACTOR as to the time and place of such audit.

M. Brevard County will not intentionally award publicly-funded contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 (e) Section 274(e) of the Immigration and Nationality Act. The Owner shall consider a Contractor's intentional employment of unauthorized aliens as grounds for immediate termination of this Contract.

N. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/quote/proposal on a contract to provide goods or services to a public entity, may not submit a bid/quote/proposal on a contract with a public entity for construction or repair of a public building or public work, may not submit bids/quotes/proposals on leases of rental property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from date of being placed on convicted vendor list.

O. The parties hereby acknowledge that they fully reviewed this Contract, its attachments and had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

P. All notices required or contemplated by this Contract shall be personally served or mailed, posted prepaid, and return receipt requested, addressed to the parties as follows:

COUNTY:  
Euripides Rodriguez  
Director  
Solid Waste Management Department  
2725 Judge Fran Jamieson Way  
Viera, FL 32940  
321-633-2042  
[Euripides Rodriguez](#)

CONTRACTOR:

Michael Lewis  
Senior District Manager  
Waste Management Inc. of Florida  
7382 Talona Drive  
West Melbourne, FL 32904  
321-409-6617

[M Lewis](#)

Copy to:

Waste Management Inc. of Florida  
Legal Department  
2700 Wiles Road  
Pompano Beach, FL 33073

Q. Employment Eligibility Verification (E-Verify):

1. The CONTRACTOR:

- a. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONTRACTOR during the term of the Contract; and
- b. shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract; and
- c. agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the COUNTY consistent with the terms of the CONTRACTOR'S enrollment in the program. This includes maintaining a copy of proof of the CONTRACTOR's and subcontractors' enrollment in the E-Verify Program.

2. Compliance with the terms of this section is made an express condition of this Contract and the COUNTY may treat a failure to comply as a material breach of this Contract.

3. A Contractor who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-verify program, the Contractor hires or employs a person who is not eligible for employment.

4. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

R. PUBLIC RECORDS ACCESS:

1. CONTRACTOR shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Contract are public records under Florida law, as defined in Section 119.011(12), F.S. CONTRACTOR shall keep and maintain public records required by the County to perform the services under this Contract.

2. This Contract may be unilaterally canceled by the COUNTY for refusal by the CONTRACTOR to either provide to the COUNTY upon request, or to allow inspection and copying of all public records made or received by the CONTRACTOR in conjunction with this Contract and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

3. If CONTRACTOR meets the definition of "Contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:

a. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Contract for services must be made directly to the COUNTY. If the COUNTY does not possess the requested records, the shall immediately notify the CONTRACTOR of the request, and the CONTRACTOR must provide the records to the COUNTY or allow the records to be inspected or copied within a reasonable time. If CONTRACTOR fails to provide the public records to the COUNTY within a reasonable time, the CONTRACTOR may be subject to penalties under s. 119.10, F.S.

b. Upon request from the COUNTY's custodian of public records, CONTRACTOR shall provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. CONTRACTOR shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the CONTRACTOR does not transfer the records to the COUNTY.


d. Upon completion of the Contract, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR or keep and maintain public records required by the COUNTY to perform the services under this Contract. If the CONTRACTOR transfers all public records to the COUNTY upon

completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is accessible by and compatible with the information technology systems of the COUNTY.

4. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS by telephone at (321) 633-2042, or by emailing, [Joseph Hacker](#) , or at the mailing address below:

IN WITNESS WHEREOF, the parties have executed this Contract as of the last date written below.

ATTEST

  
\_\_\_\_\_  
Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS


  
\_\_\_\_\_  
Bryan Lober, Chair  
As approved by the Board on 17 Feb 2020

Reviewed for Legal Form and Content

  
\_\_\_\_\_  
Christine Valliere  
Assistant County Attorney

CONTRACTOR

Waste Management Inc. of Florida

By:   
\_\_\_\_\_  
Print name and title  
DAVID M. MYHAN - PRESIDENT



**EXHIBIT A**  
**BREVARD COUNTY**  
**EXHIBIT A**  
**Effective 10/01/2020**

**Commercial Container Rates: Billed Cubic Rates/Yard: \$5.79**

Container Size	Emptied 1X Per Week	Emptied 2X Per Week	Emptied 3X Per Week	Emptied 4X Per Week	Emptied 5X Per Week	Emptied 6X Per Week	Extra Pick Up	Maintenance
2	\$82.97	\$133.11	\$183.25	\$233.40	\$283.54	\$333.88	\$11.58	\$32.83
3	\$112.47	\$187.68	\$262.90	\$338.11	\$413.32	\$488.63	\$17.37	\$37.26
4	\$141.78	\$242.07	\$342.35	\$442.03	\$542.91	\$643.20	\$23.16	\$41.50
6	\$200.79	\$351.22	\$501.64	\$652.07	\$802.49	\$952.92	\$34.74	\$50.37
8	\$269.68	\$460.14	\$660.71	\$861.27	\$1,061.84	\$1,262.40	\$46.32	\$59.01

**NOTE: Container overages may apply; in the amount of the pickup for each container**

**Commercial Cart Rate: Per Month Charges**

Cart Size	First Cart	Each Additional Cart
35 Gallon Cart	\$17.06	\$7.50
64 Gallon Cart	\$36.46	\$7.50
96 Gallon Cart	\$48.12	\$7.50

**NOTE: Cart customers wanting to convert to a different size cart will incur a \$35.00 delivery charge**

**Commercial Compactor Rates: Commercial Compacted Rate/Yard: \$21.85**

Container Size	Emptied 1X Per Week	Emptied 2X Per Week	Emptied 3X Per Week	Emptied 4X Per Week	Emptied 5X Per Week	Emptied 6X Per Week	Extra Pick Up	Maintenance
2	\$342.06	\$531.28	\$720.50	\$909.72	\$1,098.95	\$1,288.17	\$43.70	\$152.84
3	\$436.67	\$720.50	\$1,004.33	\$1,288.17	\$1,572.00	\$1,866.83	\$65.55	\$152.84
4	\$531.28	\$909.72	\$1,288.17	\$1,666.61	\$2,045.05	\$2,423.49	\$87.40	\$152.84
6	\$720.50	\$1,288.17	\$1,855.83	\$2,423.49	\$2,991.16	\$3,558.82	\$131.10	\$152.84
8	\$909.72	\$1,666.61	\$2,423.49	\$3,180.38	\$3,937.28	\$4,694.14	\$174.80	\$152.84

**Commercial Reconnection Fee \$25.00**

BREVARD COUNTY  
EXHIBIT A  
Effective 10/01/2020

Rolloff Compactors and 2nd Rolloff Compactors:  
Pull Charge-Monthly Maintenance (including delivery fees)

Gallon Size	Per Pull Rolloff Fee	Monthly Maintenance
15-22	\$235.00	\$125.00
25-34	\$265.00	\$125.00
35-36	\$285.00	\$125.00
40-42	\$285.00	\$125.00

Ancillary Services Rates

Ancillary Services	Rates
Delivery	\$0.00
Relocate	\$0.00

*Monthly maintenance fee includes drop off; delivery maintenance, rollout (casters, etcetera),  
Municipal Solid Waste-Junk-Cleanout*

Disposal Charges are assessed on Property Taxes  
New Construction is NOT part of the Contract Open Market Rates with Disposal

Multi-Family Container Rates: Billed Cubic Rate/Yard: \$5.79

Container Size	Emptied 1X Per Week	Emptied 2X Per Week	Emptied 3X Per Week	Emptied 4X Per Week	Emptied 5X Per Week	Emptied 6X Per Week	Extra Pick Up	Maintenance
2	\$32.83	\$32.83	\$82.97	\$133.11	\$183.25	\$233.40	\$11.58	\$32.83
3	\$37.26	\$37.26	\$112.47	\$187.68	\$262.90	\$338.11	\$17.37	\$37.26
4	\$41.50	\$41.50	\$141.78	\$242.07	\$342.35	\$442.63	\$23.16	\$41.50
6	\$50.37	\$50.37	\$200.79	\$351.22	\$501.64	\$652.07	\$34.74	\$50.37
8	\$59.01	\$59.01	\$259.58	\$460.14	\$660.71	\$861.71	\$46.32	\$59.01

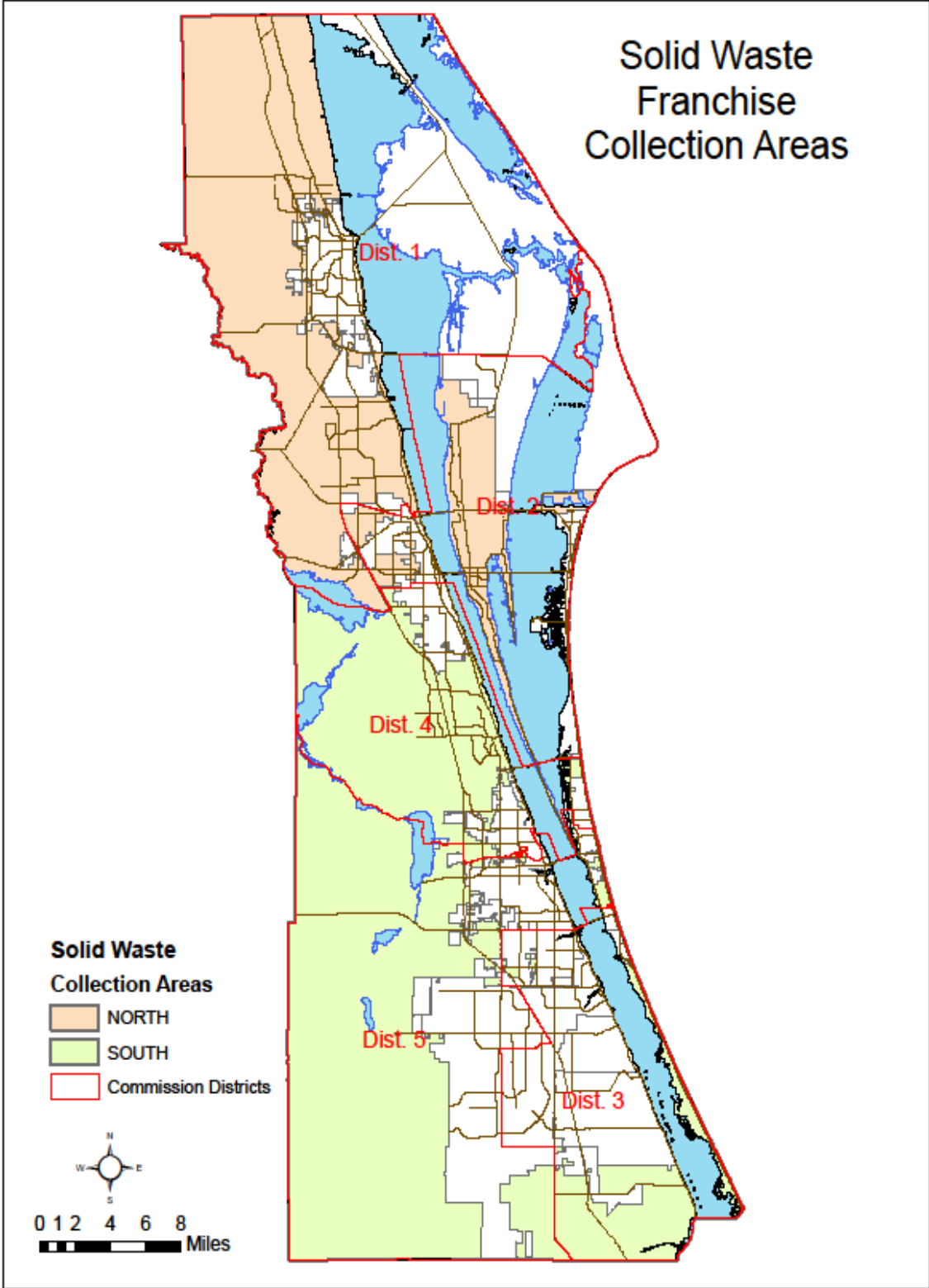
Multi-Family Compactor Rates: Commercial Compacted Rate/Yard: \$21.85

Container Size	Emptied 1X Per Week	Emptied 2X Per Week	Emptied 3X Per Week	Emptied 4X Per Week	Emptied 5X Per Week	Emptied 6X Per Week	Extra Pick Up	Maintenance
2	\$152.84	\$152.84	\$342.06	\$531.28	\$720.50	\$909.72	\$43.70	\$152.84
3	\$152.84	\$152.84	\$436.67	\$720.50	\$1,004.33	\$1,288.17	\$65.55	\$152.84
4	\$152.84	\$152.84	\$531.28	\$909.72	\$1,288.17	\$1,666.61	\$87.40	\$152.84
6	\$152.84	\$152.84	\$720.50	\$1,288.17	\$1,655.83	\$2,423.49	\$131.10	\$152.84
8	\$152.84	\$152.84	\$909.72	\$1,666.61	\$2,423.49	\$3,180.38	\$174.80	\$152.84

BREVARD COUNTY  
EXHIBIT A  
Effective 10/01/2020

**NOTE:** All Manufactured, Apartments, Condominiums, Mobile Home Park, with Containerized Services, are billed for collection and disposal on their property taxes; up to 2X a Week. However, Waste Management bills for the Container Maintenance. Service above 2X a week will be charged at the commercial rate starting at 1X a week, which includes collection maintenance. All Manufactured, Apartments, Condominium

Figure 1: Service Area Map



## **EXHIBIT B DESCRIPTION OF NORTH AND SOUTH SERVICE AREAS**

### **North County**

The North County Service Area is bounded in the north by Brevard/Volusia County lines and southernly by State Road 404. The western boundary is the centerline of the St. John's River, also being the line between Brevard and Orange Counties, and extends easterly to the Atlantic Ocean.

### **South County**

The South County Service Area begins just south of State Road 404 and continues south to the lines between Brevard and Indian River Counties. The western boundary is the centerline of the St. John's River, also being the line between Brevard and Orange Counties, and extends easterly to the Atlantic Ocean.

## **EXHIBIT C MINIMUM ACCEPTABLE RECYCLING MATERIALS**

**Steel & Tin Cans:** Includes steel and tin cans and empty aerosol cans.

**Aluminum:** Includes aluminum beverage containers, clean aluminum foil and aluminum pie plates.

**Glass:** Clear (flint), brown (amber) and green, and beverage jars and bottles. Paper labels, rings and lids on glass containers are acceptable.

**Plastic Bottles:** (SPI code No 1-7) such as beverage bottles, dishwashing soap bottles, shampoo bottles and similar items. Also, blow molded, closed mouth natural and colored HDPE containers generally consisting of plastic milk jugs, water bottles, detergent bottles and similar items.

**Recyclable Paper:** Consists of the following materials:

Newsprint - all loose newsprint is acceptable and includes papers that are distributed with or as part of general circulation newspapers

OCC - (Old corrugated containers) and paperboard, such as milk and juice cartons, paper towel rolls, toilet tissue roles, aseptic drink boxes, paperboard boxes, cereal boxes.

Paper Bags - all loose or bagged paper sacks used to hold newspaper

Telephone books and telephone directories

Magazines and catalogs

Mixed paper, including shredded paper, may include all of the following:

- Junk mail
- High-grade paper
- Computer paper including continuous formed perforated white bond or green bar paper, notebook paper, envelopes including envelopes with plastic windows

Additional materials may be added, deleted, or changed with the approval of the Director

**EXHIBIT D**  
**COUNTY FACILITIES TO BE PROVIDED RECYCLING SERVICES**

The CONTRACTOR shall provide, at no cost to the County, recycling services to the County facilities listed below. The amount, location and frequency shall be designated by the Director or his/her designee. The CONTRACTOR shall provide all bins, dumpsters, and roll-off containers necessary to provide these facilities recycling services at no additional costs.

Co-mingled recycling bins:

1. Mockingbird Way Mulching Facility  
3600 South Street, Titusville
2. Central Disposal Facility (CDF)  
2250 Adamson Road, Cocoa
3. Brevard County Government Center  
2725 Judge Fran Jamieson Way, Viera
4. Sarno Solid Waste Facility  
3379 Sarno Road, Melbourne

Mixed Paper roll-offs (accepting books-paperback & hardcover, newspaper, office paper, shredded paper, envelopes, magazines, catalogs, junk mail, and all other paper listed in (Exhibit C):

1. Brevard County Central Service Complex  
2575 N. Courtenay Parkway, Merritt Island
2. North Brevard Library  
2121 S. Hopkins Avenue, Titusville
3. Cape Canaveral Library  
201 Polk Avenue, Cape Canaveral
4. Central Brevard Library  
308 Forrest Avenue, Cocoa
5. Merritt Island Library  
1195 N. Courtenay Parkway, Merritt Island
6. Suntree/Viera Library  
902 Jordan Blass Drive, Melbourne
7. Satellite Beach Library  
751 Jamaica Boulevard, Satellite Beach

8. Eau Gallie Library  
1521 Pineapple Avenue, Melbourne
9. Palm Bay Library  
1520 Port Malabar Boulevard, NE, Palm Bay
10. Franklin DeGroot Library  
6475 Minton Road, SW, Palm Bay
11. South Mainland Library  
7921 Ron Beatty Boulevard, Micco
12. Brevard County Service Center  
540 E. Fee Avenue, Melbourne
13. Brevard County Services Center  
450 Cogan Drive, SE, Palm Bay