



Mayor
WILLIAM CAPOTE

Deputy Mayor
KENNY JOHNSON

Councilmembers
HARRY SANTIAGO, JR.
JEFF BAILEY
BRIAN ANDERSON

120 Malabar Road, SE - Palm Bay, FL 32907
(321-952-3400)
www.palmbayflorida.org

AGENDA

SPECIAL COUNCIL MEETING 2020-20

THURSDAY

May 28, 2020 – 6:00 P.M.
City Hall Council Chambers

CALL TO ORDER:

ROLL CALL:

PUBLIC COMMENTS:

PROCUREMENT:

Award of Proposal:

1. Solid Waste and Recycling Collection Services – RFP 03-0-2020 (Republic Services of Florida - \$18,301,027 estimated annual value).

BUSINESS:

1. Resolution 2020-26, amending Resolution 2020-09, as amended, extending the State of Local Emergency as declared by Legislative Order D-2020-01.

ADJOURNMENT:

Pursuant to Section 286.011, Florida Statutes, and Executive Order 20-69, notice is hereby given that the City of Palm Bay shall hold the above public meeting on May 28, 2020, beginning at 6:00 P.M. and lasting until the meeting is complete. The meeting will be conducted via communications media technology (teleconference/video conference).

THIS VIRTUAL MEETING IS BROADCAST LIVE ON THE CITY'S WEBSITE

Public comments may be submitted via email at publiccomments@palmbayflorida.org. Members of the public may also call (321) 726-2740 to provide comments via a dedicated City of Palm Bay public comment voicemail. All comments submitted will be included as part of the public record for this virtual meeting and will be considered by the City Council prior to any action taken. Comments must be received at least twenty-four (24) hours prior to the meeting and shall have a time limit of three (3) minutes.

If an individual decides to appeal any decision made by the City Council with respect to any matter considered at this meeting, a record of the proceedings will be required, and the individual will need to ensure that a verbatim transcript of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based (Section 286.0105, Florida Statutes). Such person must provide a method for recording the proceedings verbatim.

In accordance with the Americans with Disabilities Act, persons needing special accommodations for this meeting shall contact the Office of the City Clerk at (321) 952-3414 or Florida Relay System at 711.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Lisa Morrell, City Manager

REQUESTING DIRECTOR: Juliet Misconi, Chief Procurement Officer

DATE: May 28, 2020

RE: Authorization to Award and Execute Agreement for Solid Waste and Recycling Collection Services for RFP #03-0-2020/SB

SUMMARY:

Background

The City's current franchise agreement for citywide residential and solid waste services with Waste Management Inc. of Florida (Harris Sanitation, Inc.) was negotiated and adopted in 2010. Waste Management (WM) has provided solid waste services for the City for approximately thirty years. The current agreement includes once weekly residential solid waste and recycling service as well as the franchise for the vendor to service commercial customers. Key aspects of the agreement include:

- Monthly or quarterly billing for residential solid waste on City utility bills is handled by the City. Waste Management directly bills commercial customers.
- The City is responsible for purchasing and maintaining the cart inventory, including distributing new carts and collecting carts for non-payment.
- WM provides the City with a 10% franchise fee on commercial and multi-family accounts.
- City-owned and managed facilities are serviced at no cost.

At the February 7, 2019 Regular Council Meeting, City Council decided not to renegotiate or renew the current contract with Waste Management and directed staff to conduct a competitive procurement process. The current agreement expires September 30, 2020.

The City issued a Request for Proposals (RFP) in November 2019 to request proposals from collectors for award of a new franchise agreement to provide citywide collection and hauling services for single-family and multi-dwelling residential solid waste, recyclables, yard waste, bulky waste, white goods, electronic waste and tires; and, for commercial solid waste collected in individual containers, front-load containers/bins, and compactors. The City requested pricing on both a base proposal and an alternate proposal. The base proposal is twice weekly automated curbside residential

garbage collection, and the alternate proposal is once weekly automated curbside residential garbage collection. For both proposals, recycling and yard waste pick-up would be once weekly. Collectors were also asked to provide pricing for the base and alternate proposals if the City retained either billing functions or the cart management program, or both. As anticipated based on industry trends and the length of time since the City last negotiated an agreement for solid waste services, the proposed costs were significantly higher than the current rates.

The evaluation team unanimously recommended the top ranked collector for both the base and alternate scenarios, Republic Services of Florida, out of Vero Beach, Florida, as the firm to present to Council for permission to negotiate. At the April 22, 2020 Special Council Meeting, City Council authorized staff to negotiate with the top ranked firm, Republic Services of Florida (Republic), for twice per week residential services. The City Manager assembled a negotiation team consisting of herself, the City Attorney, the Deputy City Manager, and the Chief Procurement Officer.

Result of Negotiations

In May 2020 City staff held a series of negotiation meetings with Republic. The primary goal of the negotiation team was to reduce the residential rate for twice a week pick up. Based on discussions, staff is recommending twice weekly residential services to include the City retaining billing functions while the contractor takes on responsibility for cart management.

Residential customers currently receive solid waste pickup 1x per week at a rate of \$12.30 per month. The current rates, along with the initially proposed rates and the rates following negotiation are provided below. Residential rates based on the original proposal for this type of service were \$27.75 per month, an increase of \$15.45/month or 126%. Based on the negotiated rate, residential customers would pay \$23.50 per month, an increase of \$11.20/month or 91% more than current rates. The rate dropped 15% based on negotiations.

Commercial customer rates in the original proposal were increasing by 30%. In order to distribute the proposed increase and meet the objective of lowering the residential rate, based on the negotiated rates, the commercial rates are 54% higher than the current rates. The rates increased by 19% following negotiations. A summary of these rates, along with all rate types provided are included in Attachments 1 and 2.

Key Highlights

Term: The term of the agreement is for 10 years with two, 2-year renewals, for a maximum term of 14 years. This varies slightly from the original proposed term of 10 years with one, 5-year renewal.

Franchise Fee: The 10% franchise fee is only included on commercial and multi-family, not residential. Republic's proposal included a franchise fee for residential; eliminating the franchise fee on the residential reduces the residential rates and matches the current contract with Waste Management.

The FY 2020 revenue budget is \$360,000. Based on this proposal, the franchise fee for FY 2021 is estimated at \$527,000.

Consumer Price Index: The agreement will include an annual rate increase cap of 3%.

Unlimited bulk and yard waste pick-up for residential customers. The current contract with Waste Management has a bulky waste limit of three cubic yards. The negotiated agreement has unlimited bulk waste and yard waste pick-up within three operating days of identification to Republic, which can be reported by the driver (no action required by the resident) or can be requested by the resident to Republic via their local number, toll-free number, website, or mobile app.

Customer Education and Community Outreach for Transition: The proposed contract requires Republic to provide multi-faceted media and communications plans featuring City approved mailers, community events, Internet updates, media outreach, and phone calls to provide information about new services to customers. They will also provide educational and outreach materials to all City residents including service days, proper recycling methods, and a local phone number for Republic's customer service center, and access to a team of transition experts to assist residents and answer questions about carts, transition, process requests for a different Cart size, etc. The negotiated contract includes an Exhibit to provide clear parameters for appropriate set-out and collection of various types of residential waste.

Improved process for services issues/concerns: Although the City is retaining distribution and collection of billing, customer service issues will be handled by Republic. Calls received by the City that are not related to billing can be automatically directed to the Republic customer service centers, providing 15 hours of customer service availability on weekdays and 4 hours on Saturdays. Customer service and contact will be enhanced and increased. Republic uses the "Call 'em all" program to advise customers of service changes or impacts (for example, holiday schedules). For issues with contaminated piles, Republic will institute a marking flag program for enhanced visibility rather than the use of paper tags that blow away or are often not noticed by customers. The negotiated agreement contains a detailed process for resolving complaints, and a fine system the City can impose against the vendor for issues like missed pick-ups.

Reporting and Meetings: Significant expansion of required reporting per the proposed contract will provide the City with timely and useful information regarding multiple aspects of the contractually required services including items such as tonnage, routes, complaints, and contaminated recycling. Additionally, the negotiated agreement requires Republic to meet with City staff quarterly and appear before City Council at least annually.

Cart Program: The City will no longer handle the cart purchase, assembly, cleaning/maintenance, distribution or collection of carts. For the FY 2021 budget this will eliminate approximately \$606,000 in annual expenditures in the Solid Waste Fund; this does not include the FY 2020 final debt payment of \$303,277 for previous cart purchases.

Cart Ownership: The City will still own all carts at the end of the contract, including new carts purchased by Republic to replace lost, stolen, damaged or destroyed carts. For each month that the vendor scraps any carts that are removed from service due to end of life or damage, the value of the scrapped carts will be credited to the City on the monthly franchise fee remittance.

Cart Changes: There are over 5,000 extra carts that residential customers pay 0.50 cents per month to have serviced. With the change to twice weekly pick-up, Republic will offer these customers a one-time, no-cost swap out to 96 gallon carts. If the customer continues to desire service of an extra cart, the monthly service rate per extra cart will be \$9.79 (decrease from the original proposal rate of \$19.08). This swap out will occur at the start up of the contract.

Additionally, the contract will include a one-time, no-cost cart size change out for up to 40,000 carts; this is an increase from the 20,000 originally included in the proposal. Customers will have the option to change an existing 64 gallon cart to either a smaller 32 gallon cart or a larger 96 gallon cart. Customers can also make no change and continue to use the 64 gallon cart. Customers will have the opportunity to make their selection during an eight week period in late 2020, followed by a planned cart switch in early 2021.

Payments to Contractor: Under the current contract, Waste Management is paid for services by the City monthly based on gross billing, not based on collections. Under the proposed contract, Republic will be paid monthly based on actual revenue received by the City. If the City receives a partial payment, the City will remit the partial payment to the contractor, and the City has 90 days to remit the outstanding balance, whether the customer has paid in full or not by that time.

Solid Waste Fund Balance and Billing: The City costs to provide billing and the cart program have historically been passed along to the residential customers as an additional charge of \$1.87 per month (included in the overall rate of \$12.30). Although this proposed contract shifts the cart program to Republic, the City will still be responsible for the costs for billing which are approximately \$125,833 annually. However, this cost will no longer be included in the monthly rate and passed along to the residents. The projected fund balance in the Solid Waste Fund at the end of FY 2020 is anticipated to be around \$1.5 Million. This remaining fund balance will be used to cover the costs of billing and to float delinquent payments to the contractor.

Back Door Service: The contractor will continue to provide this service for elderly or disabled customers based on request.

Residential Minor Construction and Demolition Debris and Wood: Clarification has been added to the negotiated contract to include residential pick-up of containerized construction and demolition debris resulting from a customer's minor home improvement projects. Also clarified is that treated wood is excluded from pick-up.

Holiday Schedule: The holiday schedule is simplified and requires no additional action by residents (as opposed to early set out, like in the current agreement with Waste Management). There are only five recognized holidays under the contract: Memorial Day, Independence Day, Veterans Day, Thanksgiving, and Christmas day. In the event a holiday occurs on a residential customer's regular collection day, the customer will receive service on the next regular collection day. The twice weekly pick-up schedule is either Monday/Thursday or Tuesday/Friday. For example, a Monday holiday results in the next pick-up on Thursday, which means that even during a holiday, a customer will never go longer than a week without service. All residential customers will receive recycling service on Wednesday. If a holiday is on Wednesday, recycling service will move to Saturday for that week. In an additional negotiated enhancement to this service, after the first year of operations, Republic has agreed to annually review the holiday schedule and work with City staff to determine alternate days to provide residents with an extra pick-up in order to reduce the gap between service days when holidays occur.

REQUESTING DEPARTMENTS:

City Manager's Office, Public Works Department, Procurement Department

FISCAL IMPACT:

The estimated annual value of the service for the contract is \$18,301,027. General Fund revenues for the franchise fee for FY 2021 will increase from \$360,000 to \$527,000 annually. Solid Waste Fund expenditures will decrease with the removal of the cart program by around \$606,000 annually.

RECOMMENDATION:

Motion to award RFP #03-0-2020/SB, Solid Waste and Recycling Collection Services to Republic Services of Florida, and authorize the City Manager to execute the franchise agreement.

Attachments: (all available upon request)

- 1) Negotiated Rates - Summary
- 2) Original and Negotiated Rates
- 3) Franchise Agreement

ATTACHMENT 1

	Current Monthly Rate	Original Proposal	Negotiated Rates	% Change Negotiated
<u>Base Proposal (2x week Residential)</u> <i>City retains billing; Republic handles cart program</i>	\$ 12.30	\$ 27.75	\$ 23.50	-15%
% Increase from current rate for 1x week Residential		126%	91%	
\$ Increase from current rate for 1x week Residential		\$ 15.45	\$ 11.20	
<u>Sampling of Commercial Rate Charges</u> <i>Container size/frequency used by most customers</i>				
2 Yard with 1x week service	\$ 60.49	\$ 78.55	\$ 93.10	19%
2 Yard with 2x week service	\$ 120.99	\$ 157.09	\$ 186.19	19%
4 Yard with 1x week service	\$ 120.99	\$ 157.09	\$ 186.19	19%
4 Yard with 2x week service	\$ 241.97	\$ 314.18	\$ 372.38	19%
6 Yard with 1x week service	\$ 181.48	\$ 235.64	\$ 279.29	19%
6 Yard with 2x week service	\$ 362.96	\$ 471.28	\$ 558.57	19%
8 Yard with 2x week service	\$ 483.95	\$ 628.37	\$ 744.76	19%
8 Yard with 3x week service	\$ 725.92	\$ 942.55	\$ 1,117.14	19%
% Increase from current rate		30%	54%	

ATTACHMENT 2

			ORIGINAL		NEGOTIATED	
RFP #03-0-2020/SB Solid Waste & Recycling Collection Services Complete tabulation of proposed rates			Republic Services of Florida		Republic Services of Florida	
			3905 Oslo Road			
			Vero Beach FL 32960			
			828-301-9069			
			rrichardson2@republicservices.com			
ITEM DESCRIPTION	Est Qty	UOM	Unit Price	Extended Price	Unit Price	Extended Price
PROPOSAL						
2x week solid waste pickup; 1x week recycling and yard waste pickup						
Base Proposal	41,000	Mon	\$ 29.09	\$ 1,192,690.00	\$ 26.47	\$ 1,085,270.00
FOR RESIDENTIAL CATEGORY 1, BASE PROPOSAL, also provide a reduction in the Monthly Service Fees for the following.						
Base Proposal PLUS City retains billing	41,000	Mon	\$ 27.75	\$ 1,137,750.00	\$ 23.50	\$ 963,500.00
Base Proposal PLUS City retains cart program	41,000	Mon	\$ 29.02	\$ 1,189,820.00	N/A	
Base Proposal PLUS City retains billing and cart program	41,000	Mon	\$ 27.66	\$ 1,134,060.00	N/A	
RESIDENTIAL - CATEGORY 2 ALTERNATE						
Alternate Proposal	41,000	Mon	\$ 19.08	\$ 782,280.00	N/A	
FOR RESIDENTIAL CATEGORY 2, ALTERNATE PROPOSAL, also provide a reduction Monthly Service Fees for the following.						
Alternate Proposal PLUS City retains billing	41,000	Mon	\$ 18.49	\$ 758,090.00	N/A	
Alternate Proposal PLUS City retains cart program	41,000	Mon	\$ 18.33	\$ 751,530.00	N/A	
Alternate Proposal PLUS City retains billing and cart program	41,000	Mon	\$ 17.75	\$ 727,750.00	N/A	
Provide & Service an additional cart, per residence	1	Mon	\$ 19.08	\$ 19.08	\$ 9.79	
One-time charge for customers to switch out their existing cart, solid waste or recycling, after agreed upon complimentary switch out period - 35 gallon	1	EA			\$ 48.00	
One-time charge for customers to switch out their existing cart, solid waste or recycling, after agreed upon complimentary switch out period - 96 gallon	1	EA			\$ 52.00	

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ITEM DESCRIPTION	Est Qty	UOM	Unit Price	Extended Price	Unit Price	Extended Price
One-time charge for customers who request a 2nd container, solid waste or recycling, after contract start date - 35 gallon	1	EA			\$ 48.00	
One-time charge for customers who request a 2nd container, solid waste or recycling, after contract start date - 64 gallon	1	EA			\$ 50.00	
One-time charge for customers who request a 2nd container, solid waste or recycling, after contract start date - 96 gallon	1	EA			\$ 52.00	
MULTI-DWELLING SERVICE						
Collection 2/1/1	48	Mon	\$ 19.08	\$ 915.84	\$ 19.08	\$ 915.84

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			Vero Beach FL 32960			
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			rrichardson2@republicservices.com			
ITEM DESCRIPTION	Est Qty	UOM	Unit Price	Extended Price	Unit Price	Extended Price
COMMERICAL - FEL Business Container						
2 YD with 1x/week service	153	Mon	\$ 78.55	\$ 12,018.15	\$ 93.10	\$ 14,243.54
2 YD with 2x/week service	100	Mon	\$ 157.09	\$ 15,709.00	\$ 186.19	\$ 18,619.00
2 YD with 3x/week service	10	Mon	\$ 235.64	\$ 2,356.40	\$ 279.29	\$ 2,792.85
2 YD with 4x/week service	1	Mon	\$ 314.18	\$ 314.18	\$ 372.38	\$ 372.38
2 YD with 5x/week service	0	Mon			\$ 465.48	
2 YD with 6x/week service	0	Mon			\$ 558.57	\$ -
3 YD with 1x/week service	7	Mon	\$ 117.82	\$ 824.74	\$ 139.64	\$ 977.50
3 YD with 2x/week service	4	Mon	\$ 235.64	\$ 942.56	\$ 279.29	\$ 1,117.14
3 YD with 3x/week service	0	Mon			\$ 418.93	\$ -
3 YD with 4x/week service	0	Mon			\$ 558.57	\$ -
3 YD with 5x/week service	0	Mon			\$ 698.21	\$ -
3 YD with 6x/week service	0	Mon			\$ 837.86	\$ -
4 YD with 1x/week service	90	Mon	\$ 157.09	\$ 14,138.10	\$ 186.19	\$ 16,757.10
4 YD with 2x/week service	68	Mon	\$ 314.18	\$ 21,364.24	\$ 372.38	\$ 25,321.84
4 YD with 3x/week service	24	Mon	\$ 471.28	\$ 11,310.72	\$ 558.57	\$ 13,405.68
4 YD with 4x/week service	5	Mon	\$ 628.37	\$ 3,141.85	\$ 744.76	\$ 3,723.80
4 YD with 5x/week service	0	Mon			\$ 930.95	\$ -
4 YD with 6x/week service	1	Mon	\$ 942.55	\$ 942.55	\$ 1,117.14	\$ 1,117.14
6 YD with 1x/week service	34	Mon	\$ 235.64	\$ 8,011.76	\$ 279.29	\$ 9,495.69

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ITEM DESCRIPTION	Est Qty	UOM	Unit Price	Extended Price	Unit Price	Extended Price
6 YD with 2x/week service	32	Mon	\$ 471.28	\$ 15,080.96	\$ 558.57	\$ 17,874.24
6 YD with 3x/week service	16	Mon	\$ 706.92	\$ 11,310.72	\$ 837.86	\$ 13,405.68
6 YD with 4x/week service	9	Mon	\$ 942.55	\$ 8,482.95	\$ 1,117.14	\$ 10,054.26
6 YD with 5x/week service	5	Mon	\$ 1,178.19	\$ 5,890.95	\$ 1,396.43	\$ 6,982.13
6 YD with 6x/week service	2	Mon	\$ 1,413.83	\$ 2,827.66	\$ 1,675.71	\$ 3,351.42
8 YD with 1x/week service	29	Mon	\$ 314.18	\$ 9,111.22	\$ 372.38	\$ 10,799.02
8 YD with 2x/week service	54	Mon	\$ 628.37	\$ 33,931.98	\$ 744.76	\$ 40,217.04
8 YD with 3x/week service	32	Mon	\$ 942.55	\$ 30,161.60	\$ 1,117.14	\$ 35,748.48
8 YD with 4x/week service	14	Mon	\$ 1,256.74	\$ 17,594.36	\$ 1,489.52	\$ 20,853.28
8 YD with 5x/week service	13	Mon	\$ 1,570.92	\$ 20,421.96	\$ 1,861.90	\$ 24,204.70
8 YD with 6x/week service	4	Mon	\$ 1,885.10	\$ 7,540.40	\$ 2,234.28	\$ 8,937.12
TOTAL				\$ 253,429.01		\$ 300,371.02
COMMERICAL - FEL Compactor						
2 YD with 1x/week service	1	Mon	\$ 235.64	\$ 235.64	\$ 279.30	\$ 279.30
2 YD with 2x/week service	4	Mon	\$ 471.28	\$ 1,885.12	\$ 558.57	\$ 2,234.28
2 YD with 3x/week service	0				\$ 837.86	
2 YD with 4x/week service	0				\$ 1,117.14	
2 YD with 5x/week service	0				\$ 1,396.43	
2 YD with 6x/week service	0				\$ 1,675.71	
4 YD with 1x/week service	0				\$ 558.57	

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			rrichardson2@republicservices.com			
ITEM DESCRIPTION	Est Qty	UOM	Unit Price	Extended Price	Unit Price	Extended Price
4 YD with 2x/week service	0				\$ 1,117.14	
4 YD with 3x/week service	0				\$ 1,675.71	
4 YD with 4x/week service	0				\$ 2,234.28	
4 YD with 5x/week service	0				\$ 2,792.85	
4 YD with 6x/week service	0				\$ 3,351.42	
6 YD with 1x/week service	0				\$ 837.86	
6 YD with 2x/week service	1	Mon	\$ 1,413.83	\$ 1,413.83	\$ 1,675.71	\$ 1,675.71
6 YD with 3x/week service	0				\$ 2,513.57	
6 YD with 4x/week service	1	Mon	\$ 2,827.66	\$ 2,827.66	\$ 3,351.42	\$ 3,351.42
6 YD with 5x/week service	0				\$ 4,189.28	
6 YD with 6x/week service	0				\$ 5,027.13	
8 YD with 1x/week service	0				\$ 11,714.00	
8 YD with 2x/week service	0				\$ 2,234.28	
8 YD with 3x/week service	0				\$ 3,351.42	
8 YD with 4x/week service	0				\$ 4,468.56	
8 YD with 5x/week service	0				\$ 5,585.70	
8 YD with 5x/week service	0				\$ 6,702.84	
TOTAL				\$ 6,362.25		\$ 7,540.71

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			Vero Beach FL 32960			
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			rrichardson2@republicservices.com			
ITEM DESCRIPTION	Est Qty	UOM	Unit Price	Extended Price	Unit Price	Extended Price
COMMERCIAL - FEL Multi-Family						
2 YD with 1x/week service	0	Mon			\$ 93.10	
2 YD with 2x/week service	19	Mon	\$ 157.09	\$ 2,984.71	\$ 186.19	\$ 3,537.61
2 YD with 3x/week service	0	Mon			\$ 279.29	
2 YD with 4x/week service	0	Mon			\$ 372.38	
2 YD with 5x/week service	0	Mon			\$ 465.48	
2 YD with 6x/week service	0	Mon			\$ 558.57	
3 YD with 1x/week service	0	Mon			\$ 139.64	
3 YD with 2x/week service	6	Mon	\$ 235.64	\$ 1,413.84	\$ 279.29	\$ 1,675.74
3 YD with 3x/week service	0	Mon			\$ 418.93	
3 YD with 4x/week service	12	Mon	\$ 471.28	\$ 5,655.36	\$ 558.57	\$ 6,702.84
3 YD with 5x/week service	0	Mon			\$ 698.21	
3 YD with 6x/week service	0	Mon			\$ 837.86	
4 YD with 1x/week service	0	Mon			\$ 186.19	
4 YD with 2x/week service	37	Mon	\$ 314.18	\$ 11,624.66	\$ 372.38	\$ 13,778.06
4 YD with 3x/week service	0	Mon			\$ 558.57	
4 YD with 4x/week service	0	Mon			\$ 744.76	
4 YD with 5x/week service	0	Mon			\$ 930.95	
4 YD with 6x/week service	0	Mon			\$ 117.14	
6 YD with 1x/week service	0	Mon			\$ 279.29	

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ITEM DESCRIPTION	Est Qty	UOM	Unit Price	Extended Price	Unit Price	Extended Price
6 YD with 2x/week service	14	Mon	\$ 471.28	\$ 6,597.92	\$ 558.57	\$ 7,819.98
6 YD with 3x/week service	9	Mon	\$ 706.92	\$ 6,362.28	\$ 837.86	\$ 7,540.70
6 YD with 4x/week service	4	Mon	\$ 942.55	\$ 3,770.20	\$ 1,117.14	\$ 4,468.56
6 YD with 5x/week service	0	Mon			\$ 1,396.43	
6 YD with 6x/week service	0	Mon			\$ 1,675.71	
8 YD with 1x/week service	0	Mon			\$ 372.38	
8 YD with 2x/week service	11	Mon	\$ 628.37	\$ 6,912.07	\$ 744.76	\$ 8,192.36
8 YD with 3x/week service	15	Mon	\$ 942.55	\$ 14,138.25	\$ 1,117.14	\$ 16,757.10
8 YD with 4x/week service	12	Mon	\$ 1,256.74	\$ 15,080.88	\$ 1,489.52	\$ 17,874.24
8 YD with 5x/week service	5	Mon	\$ 1,570.92	\$ 7,854.60	\$ 1,861.90	\$ 9,309.50
8 YD with 6x/week service	0	Mon			\$ 2,234.28	
TOTAL				\$ 82,394.77		\$ 97,656.69
COMMERICAL CART SERVICE						
96 Gallon MSW Cart – 1 cart, 2x/week service	70	Mon	\$ 78.55	\$ 5,498.50	\$ 78.55	\$ 5,498.50
96 Gallon MSW Cart – 2 carts, 2x/week service	42	Mon	\$ 157.10	\$ 6,598.20	\$ 157.10	\$ 6,598.20
TOTAL				\$ 12,096.70		\$ 12,096.70

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			Vero Beach FL 32960			
			828-301-9069			
			rrichardson2@republicservices.com			
ITEM DESCRIPTION	Est Qty	UOM	Unit Price	Extended Price	Unit Price	Extended Price
ROLLOFF OPEN TOP - (Part 1) Monthly Maintenance						
10 YD Open Top, maintenance	0			\$ -	\$ 75.00	\$ -
15 YD Open Top, maintenance	0		\$ 225.00	\$ -	\$ 75.00	\$ -
20 YD Open Top, maintenance	7	Mon	\$ 225.00	\$ 1,575.00	\$ 75.00	\$ 525.00
30 YD Open Top, maintenance	23	Mon	\$ 225.00	\$ 5,175.00	\$ 75.00	\$ 1,725.00
40 YD Open Top, maintenance	0	Mon			\$ 75.00	\$ -
TOTAL, Part 1				\$ 6,750.00		\$ 2,250.00
ROLLOFF OPEN TOP - (Part 2) Price per pull						
10 YD Open Top, per pull	0	Pull fee	\$ 225.00	\$ -	\$ 269.37	\$ -
15 YD Open Top, per pull	0	Pull fee	\$ 225.00	\$ -	\$ 269.37	\$ -
20 YD Open Top, per pull	6	Pull fee	\$ 225.00	\$ 1,350.00	\$ 269.37	\$ 1,616.22
30 YD Open Top, per pull	25	Pull fee	\$ 225.00	\$ 5,625.00	\$ 269.37	\$ 6,734.25
40 YD Open Top, per pull	0	Pull fee	\$ 225.00	\$ -	\$ 269.37	\$ -
TOTAL, Part 2				\$ 6,975.00		\$ 8,350.47
Total, Parts 1 & 2				\$ 13,725.00		\$ 10,600.47
ROLLOFF COMPACTORS						
20 YD Compacter, per pull	3	Mon	\$ 275.00	\$ 825.00	\$ 275.00	\$ 825.00
30 YD Compacter, per pull	27	Mon	\$ 275.00	\$ 7,425.00	\$ 275.00	\$ 7,425.00
40 YD Compacter, per pull	12	Mon	\$ 275.00	\$ 3,300.00	\$ 275.00	\$ 3,300.00
TOTAL				\$ 11,550.00		\$ 11,550.00

CITY OF PALM BAY MATERIALS MANAGEMENT AGREEMENT

This City of Palm Bay Materials Management Agreement (the “**Agreement**”) is made and entered into this ____ day of _____, 2020 (“Effective Date”), by and between the City of Palm Bay, a Municipal Corporation of the State of Florida (“**City**”), and Republic Services of Florida, LP., a Limited Partnership of the State of Florida (“**Contractor**”), which is authorized to do business in the State of Florida.

RECITALS:

WHEREAS, the City issued a Request for Proposals (RFP) (#03-0-2020/SB) for the award of a Franchise Agreement to provide collection and transport services for single-family and multi-dwelling residential solid waste, recyclables, yard waste, bulky waste, white goods, electronic waste and tires; and for commercial solid waste collected in individual containers, frontloading containers/bins, and compactors citywide; and

WHEREAS, the Contractor submitted a proposal in response to the City’s RFP; and

WHEREAS, the City has relied upon the proposal and other information provided by the Contractor concerning the Contractor's experience and ability to provide Collection Services to the City; and

WHEREAS, City desires that Contractor provide Services for the Location Types as set forth in this Agreement and Contractor desires to do so in accordance with the terms of this Agreement; and

WHEREAS, the City Council finds that granting an exclusive franchise to the Contractor, subject to the terms and conditions contained in this Agreement, is in the public interest and will protect the public health, safety and welfare of the residents of the City of Palm Bay; and

WHEREAS, the City Council finds that the franchise granted in this Agreement properly balances the City Council's desire to provide excellent, environmentally sound Collection Services to the City's residents and the City Council's desire to minimize the cost of such services.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

SECTION 1: DEFINITIONS

1.1 **Bags** – Plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 35 lbs. Bags shall be used for Solid Waste.

1.2 **Bin** – Metal receptacle (roll-off container, dumpster, compactor, or the like) designed to be lifted and emptied mechanically for use primarily at selected Municipal Facilities and Large Commercial or Industrial Units.

1.3 **Bulky Waste** – Large discarded household items such as white goods, furniture, mattresses, residential move-out piles and other similar items and materials with weights or volumes greater than those allowed for Bins or Containers. Bulky Waste shall not include any Excluded Waste, Construction Debris, Large Dead Animals, Hazardous Waste or Stable Matter.

1.4 **Cart**- A City-owned container available in sizes of 35-gallon, 64-gallon or 96-gallon that is designed for the purpose of curbside collection of Solid Waste or Recyclable Materials, constructed of plastic having a tightly fitted lid and compatible with the standard American semi-automated bar-locking lifters and fully-automated arm lifters.

1.5 City Manager- The City Manager or employee(s) designated in writing by the City Manager to represent the City in the administration and supervision of this Agreement.

1.6 Commencement Date- October 1, 2020, the date when the Contractor shall begin providing Collection Services to the City pursuant to the requirements of this Agreement.

1.7 Commercial Units- All businesses, office buildings, stores, filling stations, motels, laundries, hotels, food service, lodging establishments; service establishments, light industry, heavy industry, schools, churches, hospitals, nursing homes and multi-family units.

1.8 Container for Yard Waste Collection – A receptacle that is constructed of plastic, metal or fiberglass and having handles of adequate strength for lifting.

1.9 Construction Debris – Discarded materials generally considered to be not water-soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, 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, and includes rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site.

1.10 Curbside Collection Point (Curbside) - The portion of right-of-way adjacent to paved or traveled City roadways.

1.11 Customer – An individual or business who receives services under this Agreement.

1.12 Disposal Costs - The “tipping fees” or landfill costs charged to the Contractor by others for disposal of the solid waste and industrial wastes.

1.13 Disposal Site – A Waste Material depository, including but not limited to sanitary landfills, transfer stations, incinerators, recycling facilities and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Waste Material.

1.14 Electronic Waste- Also referred to as e-waste. Includes but is not limited to household electronics such as computers, televisions, stereos, copiers and similar items.

1.15 Excluded Waste – Excluded Waste is Construction Debris, Large Dead Animals, Hazardous Waste Stable Matter, Vegetable Waste, and Special Waste.

1.16 Exempt Waste- Materials that are excluded from the Contractor's exclusive franchise under this Agreement.

1.17 Hazardous Waste – A form of Excluded Waste, defined as any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic Hazardous Waste as defined by federal, state, or local law or any otherwise regulated waste. Hazardous Waste shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments, and any other applicable federal, state or local laws or regulations.

1.18 Industrial Permanent Unit – A premise or location requiring Large Commercial and Industrial Refuse collection for a continuous term from a Bin (i.e., a compactor).

1.19 Industrial Temporary Unit – A premise or location requiring Large Commercial and Industrial Refuse collection on only a temporary basis from a Bin (i.e., a 20-yard, 30-yard or 40-yard roll-off container). The collection time period is limited to a specific event or a short-term project.

1.20 Institutional Solid Waste – Solid waste originating from education, health care and research facilities such as schools, hospitals, nursing homes, laboratories and other similar establishments.

1.21 Large Commercial or Industrial Refuse – All Bulky Waste, Construction Debris, Solid Waste and Stable Matter generated at a Large Commercial or Industrial Unit.

1.22 Large Commercial or Industrial Unit – All premises, locations or entities, public or private, requiring Solid Waste collection within the corporate limits of City that are not classified as a Residential Unit, Small Commercial Unit, Multi-Family or Municipal Facility. (Metal or plastic container 2 yards or larger.)

1.23 Legitimate Complaint- Any complaint by a Customer or the City in a case where the applicable requirements of this Agreement concerning the collection of Solid Waste and Recyclable Material were not satisfied by the Contractor.

1.24 Missed Collection- Failure to collect the Solid Waste, Yard Trash, Bulky Waste, or Recyclable Material that was properly Set Out for Collection by a Customer on the scheduled collection day.

1.25 Multi-Family –All residential dwelling units of more than four (4) units considered to be condominiums, apartment houses, quadplexes or grouped housing including Residential Assisted Living Facilities.

1.26 Municipal Facilities – Means only those specific municipal locations as set forth on Exhibit C of this Agreement.

1.27 Non-Collection Notice -A written form, flag, sticker or other instrument that is used by the Contractor to notify a Customer of the reason(s) why the materials Set Out by the Customer were not collected by the Contractor.

1.28 Recycling – The collection of Recyclable Materials pursuant to this Agreement, including any delivery of, Recyclable Materials called for by this Agreement.

1.29 Recyclable Materials – The following items are classified as Recyclable Materials under this Agreement:

- (a) Metal or Aluminum Cans – Clean aluminum, tin or steel food or beverage containers.
- (b) Paper and Cardboard – clean and dry flattened cardboard, newspapers, magazines, office paper and common mail.
- (c) Plastic – Bottles and Jugs – food and liquid containers with the lids on (PETE or polyethylene terephthalate and HDPE or high-density polyethylene).

1.30 Residential Unit – Any structure, shelter, trailer, or any part of a multifamily building with fewer than four (4) units used within the corporate limits of the City occupied by a person or group of

persons. A Residential Unit shall be deemed occupied when either water or domestic electric and power services are being supplied to the unit. A condominium dwelling, whether of single or multi-level construction, consisting of less than four contiguous or separate single-family dwelling units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

1.31 Set Out - The preparation and placement of Waste Material, Bulky Waste, and E-Waste for collection at the Customer's premises, in accordance with the requirements in this Agreement.

1.32 Small Commercial Unit - A small commercial business including but not limited to, offices, stores, service stations, restaurants, amusement centers, schools, churches, etc. located within the boundaries of the City, and whose Solid Waste is placed in not more than one 96-gallon container per collection day.

1.33 Solid Waste – Useless, unwanted or discarded materials with insufficient liquid content to be free-flowing, that result from domestic, industrial, commercial, agricultural, governmental and community operations which require proper storage, collection, transportation and disposal to prevent environmental pollution inimical to public health, safety and welfare. Solid Waste does not include sewage, earth or material used to fill land in accordance with construction codes, mining residues, slag, dissolved or suspended solids in industrial waste water effluents which are not acceptable for disposal in sanitary sewage treatment system or any material included in the definition of Excluded Waste. Solid Waste is commonly referred to as garbage.

1.34 Special Waste – Any nonhazardous solid waste which, because of its physical characteristics, chemical make-up, or biological nature requires either special handling, disposal procedures including liquids for solidification at the landfill, documentation, and/or regulatory authorization, or poses an unusual threat to human health, equipment, property, or the environment. Special Waste includes, but is not limited to:

- (a) Waste generated by an industrial process or a pollution control process;
- (b) Waste which may contain residue and debris from the cleanup of spilled petroleum, chemical or commercial products or wastes, or contaminated residuals;
- (c) Waste which is nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 (“RCRA”);
- (d) Waste from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes;
- (e) Waste which may contain free liquids and requires liquid waste solidification;
- (f) Containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are “empty” as defined by RCRA;
- (g) Asbestos containing or asbestos bearing material that has been properly secured under existing Applicable Law;
- (h) Waste containing regulated polychlorinated biphenyls (PCBs) as defined in the Toxic Substances Control Act (TSCA);
- (i) Waste containing naturally occurring radioactive material (NORM) and/or technologically enhanced NORM (TENORM); and

(j) Municipal or commercial solid waste that may have come into contact with any of the foregoing.

1.35 Stable Matter – All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

1.36 Tires- Discarded automotive, motor vehicle, and trailer tires, including rims.

1.37 Transition Period- The period of time between the Effective Date and the Commencement Date.

1.38 Transition Plan - A document describing in detail the activities that will be undertaken for the transition period.

1.39 Waste Material – All nonhazardous, Solid Waste (including Yard Waste, Tires and Recyclable Materials) generated at Residential Units and Municipal Facilities that is not excluded by this Agreement. Waste Material shall not include any Excluded Waste.

1.40 White Goods - Large discarded appliances, including but not limited to refrigerators, ranges, washing machines, clothes dryers, water heaters, freezers, and air conditioners. White Goods must be generated by the Customer at the Customer's improved real property where the White Goods are collected.

1.41 Vegetable Waste – Putrescible solid waste resulting from the processing of plants for food by commercial establishments such as canneries. This definition does not include waste products resulting from the preparation and consumption of food in places such as cafeterias and restaurants.

1.42 Yard Waste – Grass, leaves, flowers, stalks, stems, tree trimmings, branches and tree trunks. All tree and shrubbery trimmings shall be of such size that they can be readily loaded by one (1) person. Stumps, trees, limbs and other such objects shall be cut in lengths of no greater than four (4) feet if the diameter of the item is less than six (6) inches, and shall be cut in lengths of no greater than two (2) feet if the diameter of the item is greater than six (6) inches. For yard waste collection services, grass, pine needles, leaves, flowers, stalks, stems, and small tree trimmings (less than two (2) feet in length and less than two (2) inches in diameter) shall be in a container. Larger tree trimmings shall be laid neatly in piles at curbside. Branches in excess of two (2) feet in length may, but are not required to be, in a container. Contractor shall be obligated to collect unlimited amounts of yard waste from each Residential Unit.

SECTION 2: CONTRACTOR'S EXCLUSIVE FRANCHISE

2.1 Adoption of Recitals. The above recitals are true and correct and are hereby incorporated by reference.

2.2 Scope of Services. Contractor shall furnish all equipment, trucks, personnel, labor, and all other items necessary to perform the Services. The Services shall not include the collection, disposal, or recycling of any Excluded Waste or Waste Material located at any Location Type not designated above, or any Waste Material/Service Types not designated in Exhibit A.

2.3 Sole and Exclusive Franchise. Contractor is hereby granted the sole and exclusive franchise, license, and privilege to provide for the collection and disposal or recycling, if applicable, of all conforming Waste Material (as defined in Exhibit A) for the following types of locations ("Location Types") within the territorial jurisdiction of the City (the "Services"): Residential Units, Small Commercial Units Large Commercial Units, Municipal Facilities, Industrial - Permanent Units and Industrial - Temporary Units.

2.4 Limitations on the Franchise. Contractor has the right, but not the exclusive right, to collect construction and demolition debris.

2.5 Exempt Waste. The following types of Exempt Waste are not subject to the Contractor's exclusive franchise under this Agreement. These Exempt Wastes may be collected and taken to a licensed disposal site or Materials Recovery Facility by the owner or occupant of the improved property where the Exempt Waste is generated, or by their agent, at the owner's or occupant's expense.

- a. Land Clearing Debris.
- b. Yard Trash generated by a Commercial Lawn Care Company or plant nursery.
- c. Roofing materials generated, collected, and transported by a roofing company.
- d. Recovered Materials generated on Commercial Property.
- e. Excavated fill and earthen material.
- f. Solid Waste and by-products from an industrial process.
- g. Liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.
- h. Trash and debris associated with farming operations.
- i. Wrecked, scrapped, ruined or dismantled motor vehicles or motor vehicle parts, including used oil, Tires (except as provided in Section 7.4), and lead-acid batteries.
- j. Boats, boat motors, and boat trailers.
- k. Disaster Debris.
- l. Hazardous, Biomedical, and Radioactive Waste.
- m. Sludge.

SECTION 3: TERMS AND CONDITIONS

3.1 Initial Term. This Agreement begins on the Effective Date and expires ten (10) years after the Commencement Date.

3.2 Renewal. At the end of the initial term and at the end of each renewal term (if any), the City shall have the right to renew this Agreement for additional two (2) year periods, unless the Contractor gives written notice to the City Manager that the Contractor is not willing to renew this Agreement and such notice is delivered at least three hundred and sixty (360) calendar days before the end of the then current term of the Agreement. Regarding the initial term and the renewal terms (if any), the City shall give written notice to the Contractor at least one hundred eighty (180) calendar days before the end of the then current term if the City wishes to renew this Agreement. Each renewal term shall be one year in duration, unless the City and Contractor mutually agree to a longer term. Notwithstanding the City's right to renew this Agreement, the cumulative duration of all renewal terms shall not exceed four (4) years.

SECTION 4: SERVICE AREA

4.1 Description of the Service Area. The Service Area for this Agreement shall be the incorporated area of the City of Palm Bay.

4.2 Newly Developed Areas. If the City issues a building permit for development of new areas (of the same Location Types as designated above) within the City's territorial jurisdiction during the Term of this Agreement, such areas shall automatically be subject to this Agreement. The City shall provide Contractor with written notification of such newly developed areas and within thirty (30) days after receipt of such notification, Contractor shall provide the Services as set forth in this Agreement in such newly developed area(s).

4.3 Adjustments to the Service Area. The boundaries of the Service Area may be adjusted if lands are added to or removed from the City pursuant to an annexation, interlocal agreement, or similar change. In such cases, the rights of the Contractor may be revised in accordance with Section 171.062, Florida Statutes, or other Applicable Laws.

The annexation of lands after the Effective Date may require the Contractor to provide Collection Services in the annexed area or, in the alternative, such area may be served by another provider. If the City annexes any new areas that it wishes for Contractor to service, the Parties shall negotiate a mutually acceptable amendment to this Agreement adding such annexed areas to the scope of the Services and setting forth the rates that will apply for the Services in such area(s). In either case, the Contractor shall provide its services to the City (with or without the annexed area) for the Rates established in this Agreement. There shall be no change in the Contractor's Rates if Collection Service in the annexed area is provided by another provider.

SECTION 5: CONTRACTOR 'S OBLIGATIONS PRIOR TO COMMENCEMENT DATE

5.1 Contractor's Transition Plan. Contractor shall participate in transition meetings as scheduled and conducted by the City Manager, to plan and manage the transition process so that no service interruption occurs. Contractor is responsible for providing a smooth transition in services to minimize inconvenience to customers. To accomplish this objective, Contractor shall submit to the City Manager, no later than thirty (30) Days following the Effective Date, a transition plan that provides a detailed description of how Contractor will plan and prepare for providing Residential Solid Waste Collection Services, Residential Recyclables Collection Services, Yard Waste, Bulky Waste and Commercial Solid Waste Collection Services leading up to the Commencement Date. The transition plan must meet the approval of the City Manager. At a minimum, Contractor must address the following specific performance requirements in the transition plan and accomplish them according to deadlines specified in the plan:

- a. Coordination of meetings with the outgoing Contractor and the City, if necessary.
- b. Schedule of transition meetings with the City staff leading up to the Commencement Date.
- c. Schedule for any additional necessary labor, vehicles, equipment, and containers and preparation to obtain the same.
- d. Schedule for removal and replacement of containers utilized by outgoing franchise for Commercial Solid Waste Collection Service.
- e. Within six months of commencement of services, a Schedule for providing a vehicle and equipment list and route summary to the City Manager and ensuring that all vehicles are street legal (registered, insured, licensed, and tagged).
- f. Schedule for delivering the Contractor -provided information brochure to all customers (existing and new) prior to the Commencement Date, subject to approval by the City Manager.
- g. Schedule for conducting dry-runs of collection routes.
- h. Contractor will develop a multi-faceted media and communications plan featuring the City approved mailers, community events, Internet updates, media outreach, and phone calls to provide information about new services to customers. All education and outreach materials and information shall be reviewed and approved by the City prior to dissemination.

i. Contractor will prepare and distribute the City approved educational and outreach materials to all City residents including service days, proper recycling methods, and the local phone number for Contractor's customer service center.

j. Contractor will provide direct access to professional staff to address questions and concerns.

5.2 Contractor will provide Residents:

- a. comprehensive information on Carts, including size options.
- b. full access to a Contractor based team of transition experts to answer questions and assist residents on choosing the Cart size that best meets their needs.
- c. access to a customer service professional before, during, and after business hours that can answer questions about Carts or transition, process requests for a different Cart size, and provide answers on proper recycling.

5.3 Exchange of Carts and Bins. The Contractor shall provide any existing customer the option to exchange two sixty-four-gallon Carts for one ninety-six gallon Cart without charge, one time before November 1, 2020. All other Residential Units shall have the option to request a one-time container size exchange of one sixty-four (64) gallon Cart to either a thirty-five (35) gallon or ninety-six (96) gallon Cart, without charge before November 14, 2020. Cart exchanges thereafter shall be subject to the fee schedule in Exhibit B. the Contractor shall provide the size Bin requested by the City or Customer, if the Contractor has the requested size in stock. The Contractor shall deliver the requested Cart or Bin within five (5) operating days after receiving the Customer's request.

SECTION 6: COLLECTION OPERATIONS – GENERAL PROVISIONS

6.1 Location of Carts, Bundles and Piles for Collection. Each cart, bundle or Pile shall be placed at curbside for collection. Containers, Bundles and Piles shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Containers, Bundles and Piles shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Container, Bundle or Pile not so placed or any Waste Material not in a Cart, Bundle or Pile as specified in the applicable Exhibit C.

6.2 Hours of Operation. Collection of Waste Material shall not start before 6:00 A.M. or continue after 7:00 P.M. Exceptions to collection hours shall be effected only upon the mutual agreement of the City Manager and Contractor, or when Contractor reasonably determines with mutual agreement of the City Manager that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

6.3 Routes of Collection. Collection routes shall be established by the Contractor. Contractor shall submit the Residential Unit and Municipal Facilities collection routes to the City at least two (2) weeks in advance of the commencement date for such route collection activity. The Contractor may from time to time make changes in routes or days of collection affecting Residential Units or Municipal Facilities, provided such changes in routes or days of collection are submitted to the City Manager at least two (2) weeks in advance of the commencement date for such changes. Contractor shall promptly give written or published notice, including automated phone calls or other electronic means of communication, to the affected Residential Units.

6.4 Holidays. The Contractor shall not be required to provide Solid Waste, Yard Waste, Bulky Waste or Recycling Service on any holiday the Designated Facility for that service is closed and will not receive such materials. If the scheduled collection day for Solid Waste, Yard Waste or Bulky Waste is a holiday, Contractor shall provide collection on the next scheduled collection day. A holiday schedule will be discussed and finalized by the parties by October 1 for the following year.

6.5 Collection Equipment. The Contractor shall always possess sufficient vehicles and equipment in good working order as shall permit the Contractor to adequately and efficiently perform the contractual duties specified in this Agreement. All vehicles shall be licensed in the state of Florida and shall be operated in compliance with all applicable state, federal, and local regulations.

6.6 Condition. All equipment shall be kept in good repair, appearance and in a sanitary, clean condition at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor.

6.7 Properly Equipped. Each vehicle shall carry appropriate tools and supplies to clean up litter and spillage that may occur during collection and delivery. All vehicles shall be sufficiently secure so as to prevent littering of material and spillage of fluids during and after transport from pickup location. No vehicle shall be overloaded or unsecure.

6.8 Vehicle and Equipment Inventory. The Contractor shall provide to the City an inventory of vehicles and equipment designated to provide the services specified in this Agreement. This inventory shall include, at a minimum, the inventory identification number, the make and model, the date of purchase, and the age of each piece of equipment and vehicle. The City reserves the right to inspect the Contractor's service facility and the equipment and vehicles used by the Contractor to perform under this Agreement.

6.9 Reserve Vehicles and Equipment. Contractor shall have access to or possess enough additional equipment so that no delays in the daily collection or disposal are experienced. The use of reserve vehicles and equipment shall include, but not be limited to, occasions when frontline vehicles and equipment are out of service, or when unanticipated delays will prevent frontline vehicles and equipment from completing the collection route(s) within the established hours of collection.

6.10 Delivery. All Recyclable Material collected for delivery and sale by the Contractor shall be hauled to a processing facility selected by the Contractor. The charge for processing shall be included in the rates set forth in Exhibit B. Notwithstanding the foregoing, if a load of Recyclable Material is overly contaminated (contains more than 20% of non-Recyclables), contains Excluded Waste, and/or is rejected by the material recycling facility (an "Unacceptable Load"), Contractor may landfill Unacceptable Loads at an approved Disposal Site.

6.11 Customer Education. The Contractor shall notify all Customers at Residential Units about Set Out, service-related inquiries, complaint procedures, rates, regulations, and day(s) for scheduled service type collections.

6.12 Litter or Spillage. The Contractor shall not cause or allow any litter or spillage of Solid Waste or other materials to occur in the City as a result of the Contractor's activities. When the Contractor is transporting Solid Waste or other materials, the materials shall be contained, tied, or enclosed so that leaking, spilling and blowing are prevented. The Contractor shall immediately clean up any litter, leakage, or spillage caused by the Contractor's activities. If spillage occurs with oil, hydraulic fluids, leachate, or other liquids, the Contractor shall immediately clean up the spill and then report the time, location, and other relevant details to the City Manager.

6.13 Commingling of Materials Prohibited. When collecting or transporting Solid Waste or Recyclables, the Contractor shall not commingle: (a) Recyclables with Yard Waste, Bulky Waste or other types of Solid Waste; (b) Residential Waste with any Solid Waste or other materials collected or generated outside of the City; or (c) Residential Waste with Solid Waste or other materials collected at or generated on any property that is not Residential Property. Different types of Recyclable Materials may be commingled.

6.14 Hazardous Waste Prohibited. The Contractor shall not collect any item or material that is a Hazardous Waste. If Hazardous Waste is placed at a Customer's Curbside Collection Point, the Contractor shall notify the Customer that the Hazardous Waste cannot be collected by the Contractor.

6.15 Specifications for all Recyclable Materials. Recyclable Materials shall comply with the specifications provided by Contractor in Exhibit D.

6.16 Designated Facility. Contractor shall deliver Solid Waste, Bulky Waste and Yard Trash to the Designated Facilities set forth below:

Solid Waste: Sarno Road Transfer Station, 3379 Sarno Road, Melbourne, Florida

Bulky Waste: Sarno Road Landfill, 3379 Sarno Road, Melbourne, Florida

Yard Trash: Sarno Road Landfill, 3379 Sarno Road, Melbourne, Florida

All Designated Facilities shall be properly licensed to receive the collected materials. Recyclables shall be delivered to a licensed Recovery Materials Processing Facility, as defined by Chapter 403, Part IV, Florida Statutes.

6.17 Out of Scope Services May Be Contracted for Directly with Customers. Contractor may provide collection and disposal or recycling service within the territorial jurisdiction of the City for any Waste Material and/or Location Types that are outside the scope of this Agreement pursuant to such terms and conditions as may be mutually agreed upon by Contractor and such Customers. Such services and agreements are outside the scope of this Agreement, and this Agreement does not require Customers to use Contractor for such services, but they may do so at their discretion. The City agrees that Contractor may use any information received from the City in marketing all of its available services to the residents and Customers located within the City.

6.18 Employees. All employees shall be competent and skilled in the performance of the work to which they may be assigned. All employees shall have passed a background check to ensure that they do not constitute a hazard to the residents of the City. Failure or delay in the performance of this Contract due to the Contractor's inability to obtain employees of the number and skill required shall constitute a default of the Agreement.

6.19 Non-Discrimination. Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin in its performance of Services under this Agreement.

6.20 Licenses and Taxes. Contractor shall, at its own expense, obtain and maintain all licenses and permits required by Applicable Law. Any revocation of Contractor's licenses or permits shall be reported to the City Manager within three (3) Days.

SECTION 7: RESIDENTIAL COLLECTION SERVICES

7.1 Frequency. Contractor shall provide twice weekly automated curbside Solid Waste collection, once per week automated single-stream recycling collection and once per week manual collection of Yard Waste, and Bulky Waste (including up to four Tires per year per Residential Unit).

7.2 Carts. Contractor shall take possession of all City-owned 64-gallon containers. Contractor at its own cost and expense shall provide the initial residential Carts for new customers or Carts for existing customers requiring replacement caused by ordinary wear and tear. Initial residential Carts consist of one 64-gallon container for Solid Waste and one 64-gallon for Recyclables. Contractor at its own cost and expense shall provide the initial Cart exchange as described in Section 5.3 above. All Carts, whether provided before the Effective Date or during the term of this Agreement, shall be considered property of the City. Contractor

may charge for any additional Carts consistent with the fees in Exhibit B. Contractor will collect Cart contents only.

If Solid Waste or Recycling Carts are lost, stolen, damaged or destroyed, not through the willful or intentional abuse or misuse of Customer, Contractor shall deliver to the Customer a replacement Cart within three business days of request at no charge to the Customer.

Repairs to Carts for damage caused by ordinary wear and tear by the Customer or by Contractor shall be the responsibility of Contractor. These repairs include replacement of wheels, lids, hinges, axles, and handles. Contractor shall repair or replace damaged containers. Contractor shall have the right to charge Customers for Carts damaged through willful or intentional abuse or misuse.

7.3 Construction and Demolition Debris from Minor Home Improvement Projects. Contractor understands and agrees to collect as part of its regular Residential Solid Waste Collection Service that small amount of containerized construction and demolition debris resulting from a Residential Customer's minor home improvement projects. However, treated wood (CCA) (ex. wood used for decks, docks, fences, playground and landscaping timbers, utility poles and railroad ties) is prohibited.

7.4 Yard Waste. Residential Customers shall place their Yard Trash at Curbside for Collection. There shall be no limit to the quantity of Yard Waste that will be collected from each residence so long as the Yard Waste is prepared in accordance with the City Code of Ordinance 150.42 (b) and (c).

7.5 Recyclable Materials. Recyclable Materials shall be Set Out for collection in a Recycling Cart. Contractor will collect Cart contents only.

7.6 Bulky Waste. Contractor shall provide unlimited bulky waste collection (including move-out piles on all public right-of way) to residential customers. Contractor will pick up Bulky Waste placed at Customer's Curbside Collection Point once a week. Contractor shall be responsible for identifying the Bulky Waste and picking it up, including arranging for a clam truck to pick up large piles. All Bulky Waste will be removed within three (3) operating days of the driver's logging the bulky waste into the Contractor's computer system or when the Contractor is notified of the Bulky Waste by a Customer.

7.7 Tires. Contractor shall collect up to a maximum of four (4) tires as Waste Material from each Residential Unit per year.

7.8 Time for Placement. Each Residential Customer shall place their Solid Waste, Yard Trash, Bulky Waste and Recyclable Materials at the Curbside prior to 4:00 a.m. on the scheduled collection day(s) for such materials.

7.9 Special Circumstances. The Contractor shall provide wheel-out solid waste container service from single-family residences for residents who are physically disabled and unable, or have no other means, to place their carts, Bulky Waste, White Goods, or Electronic Waste at the collection point. The Contractor will provide the Customer with any needed forms to establish this service.

7.10 Procedures for Missed Collections. If the City Manager or a Customer notifies the Contractor about a Missed Collection, the Contractor shall promptly return to the Customer's Premises and collect the Solid Waste, or Recyclable Material that has been Set Out for Collection. If the Contractor is notified before 12 o'clock p.m. (noon), the Collection shall be completed before the end of that day. If the Contractor is notified after 12 o'clock p.m. (noon), the Collection shall be completed before 12 o'clock p.m. (noon) on the next operating day.

SECTION 8: COMMERCIAL SERVICE

8.1 Contractor shall collect Solid Waste from Commercial Customers at least once per week or pursuant to a Special Event permit, as applicable. Commercial Solid Waste Collection Service shall be provided up to six days a week. Multi-Family units receive Recycling services but do not receive Yard Waste services pursuant to this Agreement.

8.2 Special Waste. This Agreement is not intended to require the Contractor to collect Excluded Waste generated by Commercial Customers.

8.3 Collection Point. Contractor's collection of Solid Waste from Commercial Customers shall be at the locations on the subject property that are mutually acceptable to Contractor and the Commercial Customer, and in compliance with City Code. If a dispute should arise between a Commercial Customer and Contractor regarding the collection point, the City Manager shall designate a commercially reasonable and safe collection point.

8.4 Hours and Holidays. Commercial Solid Waste Collection Service for Solid Waste shall take place between 5:00 a.m. and 7:00 p.m. Monday through Saturday, except as otherwise agreed by the City Manager.

8.5 Holidays. Contractor shall not be required to provide Commercial Solid Waste Collection Service on Holidays. In the event Commercial Solid Waste Collection Service normal collection day falls on a Holiday, Contractor shall provide collection on the next scheduled collection day, unless an earlier make-up date is agreed to between the Commercial Customer and the Contractor.

8.6 Special Events. Contractor shall provide Commercial Solid Waste Collection Service for Special Events pursuant to a written agreement between the Contractor and the Commercial Customer operating the Special Event and subject to the Special Event permit issued by the City.

8.7 Carts or Bins. Collection of Solid Waste from Commercial Customers shall be from Contractor provided Carts or Bins. Commercial Customers utilizing Carts shall be charged based upon a minimum of 2 cubic yards per week. Commercial Customers shall be instructed to place all Solid Waste inside of designated containers. If the Solid Waste placed out for collection is not placed inside of a designated container and Contractor elects to collect the material, Contractor's additional charge shall reflect the number of additional cubic yards serviced. For example, if the Commercial Customer has been designated a dumpster sized for 8 cubic yards and items are placed outside of the Bin, Contractor shall empty the dumpster (8 cubic yards) then Contractor may place the remaining items into the dumpster Container and empty it a second time (additional 8 cubic yards), resulting in twice the charge for servicing the dumpster two times. Contractor shall provide the Commercial Customer being charged for the additional service with a date-stamped photograph showing the reason for the additional service. If Contractor charges for such an additional service more than once during any twelve (12) month period, Contractor may require the Commercial Customer to receive a larger Bin and to pay the rate for such larger Bin. Contractor shall maintain a log of all additional services charged and Bin sizes increased pursuant to this paragraph and provide such log to the City upon request.

8.8 Commercial Recyclables. As required by §§403.7046 and 403.713, Fla. Statutes, this Agreement is not intended to require the Contractor to collect Recyclables generated by commercial establishments and businesses.

SECTION 9: MUNICIPAL FACILITIES

9.1 At no additional charge to the City, the Contractor shall collect and dispose of Solid Waste and Recyclables from Municipal Facilities, as provided in Exhibit E, and for Special Events.

9.2 Contractor shall collect Solid Waste and shall collect Recyclables, which materials are generated by the general public in parks, picnic areas, City streets and property owned, leased, rented and controlled by the City.

9.3 Collection from Municipal Facilities shall be in accordance with the collection schedule. Solid Waste and Recyclables collection service from Municipal Facilities shall be provided based on a schedule agreed to by the parties that prevents the creation of a public nuisance or a threat to the public health, safety, or welfare.

9.4 Collection Point. Contractor collection of Solid Waste and Recyclables from Municipal Facilities shall be at the collection point, which collection point for each of the properties listed as City Property shall be the locations on the subject property that can be accessed by Contractor's vehicles, as determined by the City Manager.

9.5 Special Events. Contractor shall provide, at no cost to the City, collection of Solid Waste and Recycling which is generated at two (2) City annual events: Independence Day Celebration held in July and Holiday Event/ Parade held in December; or at alternate events as requested by the City.

SECTION 10: RATES FOR SERVICES; ADDITIONAL FEES AND COSTS

10.1 Rates for Services. The rates for all Services shall be as shown on Exhibit B, subject to the rate adjustments and additional fees and costs as set forth in this Agreement. The Disposal Costs (also known as "tipping fees") shall be paid by the Contractor and included in the base collection fee.

10.2 Annual Rate Adjustments. The annual adjustment of the rates for all services shall be three percent (3%) annually.

10.3 Cost Adjustments. Once each year, the Contractor may petition the City for a rate adjustment, based on extraordinary changes in the cost of providing services under this Agreement due to (a) any third party disposal or recycling facility being used; (b) changes in local, state, or federal rules, ordinances or regulations; (c) changes in taxes, fees or other governmental charges (other than income or real property taxes); (d) increased fuel costs; and (e) changes in costs due to a Force Majeure Event. The Contractor shall submit appropriate documentation to fully explain and support any claim for a rate adjustment. The Contractor's request shall include an audited statement that documents the extraordinary changes in the Contractor's costs. The City Manager shall review and recommend approval or denial of the rate adjustment. The City Council shall consider the Contractor's request for a rate adjustment at a duly noticed public meeting. At its sole discretion, the City Council may approve or deny the request. If the request is granted, the City Council shall have the right to reduce the Contractor's rates when the cost of the Contractor's operations returns to normal. Every six (6) months after a request is granted, the City Council shall have the right to request, and the Contractor shall prepare, an updated audit to demonstrate why the extraordinary rate adjustment should remain in effect.

SECTION 11: INVOICING AND PAYMENTS

11.1 Customers Billed by the City. The City shall bill the following types of residential customers: single-family homes, duplexes, and triplexes. The City will communicate any changes in service level by customer address to the Contractor. Billing of residential Customers shall be the sole responsibility of the City. Contractor shall not send billing information to residential Customers, unless otherwise directed by the City and approved in writing by the City. No additional fees or charges for residential Solid Waste Collection Services or residential Recyclable Collection Service provided for in this Agreement shall be billed by Contractor. Invoicing by the City to the Residential Customers who have utility services with the City shall be monthly. Customers that do not have City utility services will be billed quarterly.

a. The City shall report to Contractor by the 5th of each month the total number of addresses subject to this Agreement and that have been billed for Services by the City and on a quarterly basis, parcel data and a list of addresses billed for the Services by the City. Fees will apply only to actual services rendered per residence. "Actual Service" will be linked to the status of utility service at the residence, i.e., utility service on "suspension status" or disconnected for any reason shall not be "active". Solid waste collection service shall not be considered to have been rendered while the utility account is not on active status.

b. Contractor shall invoice the City for the number of addresses reported in 11.1(a) within fifteen (15) days of receiving the City's address count each month. The City shall remit to the Contractor all payments received from customers billed monthly for Services provided by Contractor pursuant to this Agreement within 30 days of receipt of Contractor's invoice. If the City receives a partial payment, the City shall remit the partial payment and any additional payments the City receives for the delinquent accounts. The risk of non-payment is borne by the City. No later than 90 days from receipt of the invoice due date, the City shall remit to the Contractor the full outstanding balance on the invoice irrespective of whether customers have fully paid the balance to the City.

11.2 Invoicing the Customer Directly. Contractor shall be solely responsible for invoicing each individual Customer for all multi-family Units larger than a triplex, Assisted Living Facilities (ALFs) operating in single-family residential properties, Small Commercial Units, Large Commercial Units, Industrial Permanent Units, and Industrial Temporary Units. Services rendered to such Customer under this Agreement within seven calendar days following the end of the month, and the Customer shall pay Contractor's invoices within 30 days. The risk of non-payment for Commercial Customers is borne by the Contractor.

11.3 Payments to the Contractor. Payments to the Contractor may be made by check or ACH only; no purchasing cards or credit cards will be accepted. Payments not made on or before their due date may be subject to late fees of one and one-half percent (1.5%) per month (or the maximum allowed by law, if less). Payments to the Contractor by the City shall not be subject to a late fee if paid in full within 90 days. If the Customer withholds payment of a portion or entire invoice and it is later determined that a portion or all of such withheld amount is owed to Contractor, such amount shall be subject to the late fees provided in this Section from the original due date until paid, subject to applicable law.

11.4 Franchise Fee. The Franchise Fee shall pertain to all Commercial Solid Waste Collection Service, including Multi-Family. Contractor shall pay the City a Franchise Fee in the amount of ten percent (10%) of gross revenues collected in the immediately preceding month pursuant to the franchise granted in this Agreement, which payment shall be provided to the City on or before the last calendar day of each month.

11.5 Rebate for Recycled Carts. Carts that are damaged or otherwise unusable may be recycled. Any fee the Contractor receives from the Recycled Carts shall be submitted as a rebate to the City within 30 days of when the fee is received by Contractor.

11.6 Unpaid Invoices. If any amount due to Contractor from a Customer is not paid within sixty (60) days after the date of Contractor's invoice, Contractor may suspend that Customer's Services until the Customer has paid its outstanding balance in full. If Contractor suspends Service, the Customer shall pay a service interruption fee in an amount determined by Contractor in its discretion up to the maximum amount allowed by Applicable Law.

11.7 Suspension at Direction of City. If the City wishes to suspend or discontinue Services to a Customer for any reason, the City shall send Contractor a written notice (email is acceptable as long as its receipt is acknowledged by Contractor) identifying the Customer's address and the date the Services should be suspended or discontinued. In the event of Service suspension, the City shall provide additional email notification to Contractor if/when it wishes to reactivate the suspended Services. Upon receipt of a notice of reactivation, Contractor shall resume services on the next regularly scheduled collection day.

11.8 Verification of City Billings. With respect to any services in which the Contractor's billing is dependent upon the City's reporting of the number of addresses subject to this Agreement, the Contractor shall be entitled to confirm at least once each year that all addresses receiving Services under this Agreement are actually being billed by the City and that the City's reporting on such addresses is accurate.

SECTION 12: TERMINATION

12.1 This Agreement may be terminated by either party in the event of a material breach by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than one hundred eighty (180) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation in good faith with the terminating party prior to termination.

12.2 The opportunity for consultation will include an opportunity to cure the events leading to any material breach within thirty (30) calendar days of the terminating party's written notice. If additional time is needed to effect a cure, such time may be requested in writing from the terminating party subject to the terminating party's approval, which will not be unreasonably withheld.

12.3 This Agreement may be immediately terminated in writing by the City if (1) a federal or state proceeding for relief of debtors is undertaken by or against Contractor, or if Contractor makes an assignment for the benefit of creditors; (2) Contractor engages in any dishonest conduct related to the performance or administration of this Agreement; or (3) Contractor fails to obtain and maintain the required Performance Bond.

12.4 Upon termination, the City shall pay Contractor only such charges and fees for the Services performed on or before the termination effective date and Contractor shall collect its equipment, and Contractor shall have no further obligation to perform any Services under this Agreement.

SECTION 13: COMPLIANCE WITH LAWS

Contractor warrants that the Services will be performed in a good, safe and workmanlike manner, and in compliance with all applicable federal, state, provincial and local laws, rules, regulations, and permit conditions relating to the Services, including without limitation any applicable requirements relating to protection of human health, safety, or the environment ("**Applicable Law**"). In the event any provision of this Agreement conflicts with an existing ordinance of the City, this Agreement shall control and Contractor shall not be fined, punished, or otherwise sanctioned under such ordinance. Contractor reserves the right to decline to perform Services, which, in its judgment, it cannot perform in a lawful manner or without risk of harm to human health, safety or the environment.

SECTION 14: TITLE TO WASTE

Title to Waste Material shall pass to Contractor when loaded into Contractor's collection vehicle or otherwise received by Contractor. Title to and liability for any Excluded Waste shall at no time pass to Contractor.

SECTION 15: NON-COLLECTION PROCEDURES

15.1 The Contractor shall place a Non-Collection Notice on a Customer's Collection Container or other visible location, if the Contractor decides that the Contractor will not collect the Customer's Waste Material because the Waste Material was not Set Out in compliance with the applicable requirements. If the Contractor does not place a Non-Collection Notice on the Customer's Collection Container, or other visible location, the City Manager may require the Contractor to return to the Customer's premises promptly and collect the Waste Material. If the City Manager notifies the Contractor before 12 o'clock p.m. (noon), the

collection shall be completed before the end of the day. If the City Manager notifies the Contractor after 12 o'clock pm noon, the collection shall be completed before 12 o'clock pm noon on the next Operating Day.

15.2 The Contractor will make commercially reasonable efforts to determine whether a Customer's Recycling Container contains Non-Conforming Material or excessively contaminated Recyclable Materials, but the Contractor is not responsible for taking extraordinary efforts to review the contents of every Container. The Contractor may leave Non-Conforming Material and excessively contaminated Recyclable Materials that is easily visible in the Recycling Container, and the Contractor shall immediately place a Non-Collection Notice on the container, explaining why the material was not collected.

15.3 The Contractor shall not collect Residential Waste or Commercial Waste from a Customer if the Contractor believes the Residential Waste or Commercial Waste contains Excluded Waste, including but not limited to Hazardous, Radioactive, or Biomedical Waste. In such cases, the Contractor shall place a Non-Collection Notice on the Collection Container, take photographs of the improper waste (if possible), and immediately notify the Field Supervisor. If the generator of such waste is unknown, the Contractor shall work with the City Manager to identify the generator and identify an appropriate method to remove and dispose of the waste in a lawful manner.

15.4 If a Cart is temporarily inaccessible, the Contractor shall provide Service later the same day, whenever feasible. If it is not feasible, the Contractor shall leave a Non-Collection Notice and provide Collection Service on the next Operating Day.

15.6 The design and content of the Non-Collection Notices shall be developed by the Contractor but shall be subject to the approval of the City Manager. At a minimum, the Non-Collection Notices shall contain the following information: the issuance date; the Contractor's reason for not providing Service; information advising the Customer how to correct the problem; and the telephone number to call if the Customer has any questions for the Contractor.

15.7 Excluded Waste. If Excluded Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire Cart or Bin that contains the Excluded Waste. In the event Excluded Waste is present but not discovered until after it has been collected by Contractor, Contractor may, in its sole discretion, remove, transport, and dispose of such Excluded Waste to a facility authorized to accept such Excluded Waste in accordance with Applicable Law and charge the depositor or generator of such Excluded Waste for all direct costs incurred due to the removal, remediation, handling, transportation, delivery, and disposal of such Excluded Waste. The City shall provide all reasonable assistance to Contractor to investigate to determine the identity of the depositor or generator of the Excluded Waste and to collect the costs incurred by Contractor in connection with such Excluded Waste. Subject to the City's providing all such reasonable assistance to Contractor, Contractor shall release City from any liability for any such costs incurred by Contractor in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be directly attributed to the City.

SECTION 16: CITY INFRASTRUCTURE IMPROVEMENTS

The City reserves the right to improve any street or other infrastructure such as stormwater, water, or wastewater utilities, which may prevent Contractor from traveling its accustomed route or routes for collection within reason. No additional compensation shall be made for interference. A map of planned areas of street re-surfacing or other significant infrastructure projects shall be provided to Contractor annually by the City and updated within reasonable time frames. If a street is completely blocked from service because of City construction or improvement, individual Customers will be responsible for bringing trash to the head of the street for collection by Contractor.

SECTION 17: PUBLIC EDUCATION AND AWARENESS PROGRAM

17.1 Contractor and the City shall develop a public information program to encourage the residents and businesses in the Service Area to reduce the amount of Solid Waste generated, Recycle whenever possible, and safely manage and dispose of Solid Waste that is not Recycled. The program also will provide the public with information concerning Contractor's services, fees, level of service and any proposed changes in those fees or services. Contractor's participation in the public awareness program shall be at no additional cost to the City or the Customer.

17.2 Annual Mailing. At least once per year, Contractor shall distribute brochures or other written informational material concerning the City's public information program regarding Solid Waste and Recyclable Materials. In addition to information about the program, these written materials will provide information regarding collection procedures, days and routes, service rates, regulations and complaint procedures in a format approved by the City. Contractor shall duplicate and deliver the materials to Residential Customers and Commercial Customers via U.S. mail, or as approved by the City Manager, at no additional cost to the City or Customer.

17.3 Recycling. Contractor is committed to assist the City in accomplishing the State of Florida's Recycling goals. Efforts will be focused on increasing waste diversion with residential, Multi-Family, and commercial generators. Contractor shall provide written informational material about the City's recycling program, which written material shall be delivered to participating Customers with the delivery of each recycling Container. Contractor will have a designated Commercial Account Manager to direct Contractor efforts to work directly with businesses to review current container size and service frequency and provide an analysis detailing cost savings that may be realized by adding Recycling programs.

17.3.1 As requested by the City, Contractor shall attend and participate in public meetings regarding the City's Recycling program, including but not limited to homeowner's association meetings and civic organizations.

17.3.2 All forms of communication regarding the City's programs including, but not limited to, electronic, written, audio, video, graphics, logos, etc., shall be reviewed and approved by the City Manager prior to disseminating or presenting publicly.

SECTION 18: CUSTOMER SERVICE

18.1 The City requires responsive, friendly customer service at all times including interactions with residents by drivers and crews on the collection route, on the phone, emails, websites, and in all other forms of communication.

18.2 The Contractor shall address all complaints it receives courteously and promptly. The Contractor shall maintain a log all complaints it receives and provide the log to the City monthly. The Contractor must reasonably resolve the complaints it receives. If the Contractor believes that the complaint cannot reasonably be resolved, then the Contractor must promptly contact the City to discuss further action. If a high conflict or high-profile type complaint arises, the Contractor shall strive to identify same and promptly notify City Manager.

18.3 The District Manager or designee shall determine initially whether a Customer's complaint is a Legitimate Complaint. If there is a dispute with the Customer or uncertainty, the City Manager shall make the final determination as to whether a Customer's complaint is a Legitimate Complaint. Legitimate Complaints include but are not limited to:

- a. Missed Collections;
- b. Failure to respond to Missed Collections in compliance with the requirements of this Agreement;

- c. Mishandling of Solid Waste, Recyclable Materials, or Carts;
- d. Failure to maintain vehicles, equipment or Carts;
- e. Damage to public or private property;
- f. Failure to pick up litter;
- g. Failure to obey traffic regulations; and
- h. Discourteous treatment of Customers.

18.4 The Contractor shall take whatever steps are necessary to promptly remedy the cause of a Legitimate Complaint. If the Contractor is informed about a Legitimate Complaint before 12 o'clock p.m. (noon) on a scheduled collection day, the Contractor shall remedy the complaint before the end of that day. If the Contractor is notified about a Legitimate Complaint after 12 o'clock p.m. (noon) on a scheduled collection day, or at any time on a Sunday or Holiday, the Contractor shall remedy the complaint before 12 o'clock p.m. (noon) on the next scheduled collection day. The Contractor may request, and the City Manager shall grant additional time to remedy a Legitimate Complaint when the Contractor uses its best efforts to correct the problem but is unable to do so within the time provided.

18.5 If the City receives a complaint regarding Contractor's service under this Agreement, the complaint shall be immediately forwarded to Contractor by telephone or electronic communication. Contractor shall resolve all complaints as expeditiously as possible and shall take whatever steps are necessary to remedy the cause of a complaint within one (1) business Day after receiving a complaint from the City.

18.6 Upon resolution of the complaint, Contractor shall notify the City within one (1) business day, by telephone or electronic communication, of the action taken to resolve the complaint.

18.7 Contractor shall also notify the City Manager regarding any disputes that have not been resolved within one (1) business day after receiving the complaint. Contractor may request, and the City Manager may grant, additional time to remedy a complaint when necessary. If a dispute is not resolved to a Residential or Commercial Customer's satisfaction, the City shall have the authority to determine how the dispute will be resolved.

18.8 Contractor will maintain a complaint log, which can be provided on a weekly basis to the City, upon City's request. The complaint log will include customer address, telephone number, complaint, and resolution.

SECTION 19: QUARTERLY AND ANNUAL MEETINGS

19.1 The City and Contractor's representatives shall meet and confer at least quarterly to review customer service issues, improve efficiency, and coordinate educational activities.

19.2 The Contractor shall appear before City Council at a public meeting at least annually to discuss Service.

SECTION 20: DISAGREEMENTS BETWEEN CONTRACTOR AND CITY

20.1 To prevent misunderstanding and litigation, the City Manager shall decide any questions which may arise concerning the quality and acceptability of the work and services performed, the sufficiency of

performance, the interpretation of the agreement provisions, and the acceptable fulfillment of the agreement on the part of the Contractor.

20.2 The City Manager will determine whether the amount, quantity, character and quality of the work performed is satisfactory, which determination shall be final, conclusive and binding upon both the City and the Contractor. The City Manager shall make such explanation as may be necessary to complete, explain or make definite the provisions of this contract.

20.3 In the event the Contractor does not agree with the City Manager, the Contractor may appeal to the City Council within thirty (30) days of the City Manager's decision.

20.4 It is recognized that disagreements may arise between the City and the Contractor regarding the collection of certain items due to interpretation of the specific language in the contract.

20.5 In the event a disagreement arises and Waste Material needs to be collected and disposed of, the City Manager or his designee may notify the Contractor of the location of Waste Material which has not been collected due to disagreement between the City and the Contractor, and it shall be the duty of the Contractor to remove all such Waste Material within three (3) days of the notice. Should the Contractor fail to remove the Waste Material, the City will remove the Waste Material and the cost incurred by the City shall be deducted from the next scheduled payment to the Contractor for services rendered. Notwithstanding the foregoing, this Section does not apply to Excluded Waste.

SECTION 21: PROTECTION OF PRIVATE AND PUBLIC PROPERTY

21.1 The Contractor's employees shall not damage any public or private property, including but not limited to roads, driveways, sidewalks, utilities, trees, flowers, shrubs, grass, and Collection Containers. This does not apply to normal wear and tear to driving surfaces.

21.2 The Contractor shall not damage trees in the City. The Contractor also shall not damage tree trunks or roots when collecting Yard Trash or other Waste Materials.

21.3 The Contractor shall promptly restore the soil and grade at any location where the Contractor's collection of Yard Trash or other waste material creates a depression that is six (6) inches or more below the surrounding. The Contractor shall fill such depressions and restore the grade to match the surrounding area.

21.4 The Contractor shall instruct its employees concerning the proper procedures to be followed when there is an accident involving damages to public and private property. At a minimum, if the Contractor's employee causes such damage, the employee shall immediately notify the Field Supervisor and the property owner. If the property owner is not known or readily identifiable, the driver shall leave a notice that includes the Contractor's name and phone number.

21.5 The Contractor shall be solely responsible for all damages, costs, and liabilities associated with the repair, restoration, or replacement of any property that has been damaged by the Contractor's equipment, employees, or agents, excluding normal wear and tear to driving surfaces. The Contractor shall promptly investigate and respond to any claim concerning property damage. If the City Manager or a Customer notifies the Contractor before 12 p.m. (noon) concerning any such damage, the Contractor shall investigate and respond to the City Manager and Customer before the end of that day. If the City Manager or a Customer notifies the Contractor after 12 o'clock pm noon, the Contractor shall investigate and respond to the City Manager and Customer before 12 o'clock pm noon on the next Operating Day. The Contractor shall promptly repair any damage within three (3) Operating Days, unless the Contractor requests and the City Manager grants approval of an extension of time. Any disputes concerning the Contractor's obligations for the repair of property damages shall be resolved by the City Manager. In all cases, the Contractor shall be required to

restore the public or private property to a condition that is at least equal to the condition that existed before the damage occurred.

21.6 Indemnification. Contractor shall defend, indemnify and hold harmless the City including its council members, officers, employees and agents, from any losses, damages, expenses (including reasonable attorney's fees) and other liabilities of any type whatsoever, arising out of or relating to any negligence, gross negligence, intentional tort, breach of contract, or breach of Applicable Law by Contractor, or its employees, agents, or other persons or entities performing Contractor's obligations under this Agreement, except to the extent caused by the City.

21.6.1 Liability. Except as otherwise provided in this Agreement, each party shall be responsible for any claims for personal injuries or death, or the loss of or damage to property, only to the extent caused by that party's negligence or acts of willful misconduct or those of its employees, contractors, subcontractors, or agents.

21.7 Sovereign Immunity. The City does not waive any defenses provided to it by the laws of the State of Florida or other Applicable Law, and specifically reserves the defense of sovereign immunity, except to the extent waived in §768.28., Fla. Stat.

SECTION 22: PERFORMANCE BOND

22.1 The Contractor shall furnish a Performance Bond, in an amount equal to 50% of their proposed Residential Rate – Category 1 multiplied by the total number of Residential Households, annually adjusted each October 1st thereafter, as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents (Exhibit F). These Bonds shall remain in effect at least until one (1) year after the date of final payment, except as otherwise provided by law.

22.2 The performance bond shall be forfeited should Contractor: (i) Fail to comply with the material requirements of this Agreement and fail to cure as set forth in section 12; or (ii) Take the benefit of any present or future insolvency status or make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of reorganization or the readjustment of indebtedness under the federal bankruptcy laws or under any law or statute of the United States or any state, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all of Contractor's property; or (iii) By an order or decree of a court to be adjudicated bankrupt; or (iv) Have an order or decree of a court entered approving a petition filed by any of Contractor's creditors seeking a reorganization or readjustment of Contractor's indebtedness under the federal bankruptcy laws or any law or statute of the United States or any state, provided, however, that if any such judgment or order is vacated within sixty (60) Days after the entry, any notice of cancellation shall be and become null, void, and of no effect.

22.3 Insurance. During the Term of this Agreement, Contractor shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

- a. Commercial General Liability: minimum limits of \$1,000,000 each occurrence, \$2,000,000 general aggregate combined single limit for bodily injury and property damage liability. This shall include premises/operations, personal & advertising injury, products, completed operations, contractual liability, including the indemnification and hold harmless clause of the contract. This policy of insurance shall be considered primary to and not contributing with any insurance maintained by the City of Palm Bay and shall name the City of Palm Bay as an additional insured with waiver of subrogation noted on the Certificate of Liability. The policy of insurance shall be written on an "occurrence" form.

b. Business Automobile: minimum limits of liability of \$5,000,000.00 each accident, combined single limit for bodily injury and property damage. This shall include coverage for:

1. Owned Automobiles
2. Hired Automobiles
3. Non-Owned Automobiles

c. Umbrella/ Excess Liability: umbrella/excess coverage with limits of no less than \$1,000,000.00 excess of Commercial General Liability, Automobile Liability and Employers Liability. (This coverage is optional if Contractor has \$2,000,000 General Aggregate under the Commercial General Liability Policy.)

d. Workers' Compensation: The Contractor shall provide and maintain workers' compensation insurance for all employees in the full amount required by statute and full compliance with the applicable laws of the State of Florida. The policy must include Employers' Liability insurance with limits of no less than:

1. Each Accident \$ 100,000
2. Disease – Policy Limit \$ 500,000
3. Disease – Each Employee \$ 100,000

22.3.1 All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by City. All policies required by this Agreement shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII. Upon City's request, Contractor shall furnish City with a certificate of insurance evidencing that such coverage is in effect. The certificate will also provide for thirty (30) days prior written notice of cancellation to the City, show the City as an additional insured under the Automobile and General Liability policies, and contain waivers of subrogation in favor of the City (excluding Worker's Compensation policy) except with respect to the negligence or willful misconduct of City.

SECTION 23: FORCE MAJEURE

23.1 Neither City nor Contractor shall be considered in default in performance of its obligations under this Agreement if performance of such obligations is prevented or delayed by acts of God, natural or man-made disaster, civil unrest, terrorism, war, pandemic, epidemic or any similar unforeseen event, or other events beyond the reasonable control of the City or Contractor.

23.2 Time of performance of either party's obligations under this Agreement shall be extended by the time period reasonably necessary to overcome the effects of such occurrences, provided, however, that once the parties have mutually agreed that such occurrences or conditions have been alleviated or eliminated to permit performance of their duties, the non-performing party or parties, shall have five (5) days (excluding Saturdays, Sundays, and Holidays) to perform such duties. In the event the Contractor fails to perform within the five (5) business days, Contractor shall be subject to all damage claims, including but not limited to those expressly identified in this Agreement.

23.3 Labor disruptions shall not be considered beyond the reasonable control of the Contractor.

23.4 The collection or disposal of any increased volume resulting from a flood, hurricane or similar Act of God over which Contractor has no control, shall not be included as part of Contractor's service under this Agreement. The City at its sole discretion may grant the Contractor a temporary variance in the Contractor's regular schedules and routes according to conditions set by the City to accommodate collection of the increased volume of Waste Materials in such situation.

SECTION 24: LIQUIDATED DAMAGES

24.1 The imposition of liquidated damages is not a penalty, but recognition of the difficulty of ascertaining damage resulting from certain types of performance breaches. The assessment of liquidated damages shall be at the reasonable discretion of the City and shall be in lieu of other remedies.

24.2 Customer Service Complaints. Each Customer complaint affecting the Contractor's Performance Standards is presumed to be a legitimate complaint and may trigger liquidated damages in accordance with this Agreement. The Contractor shall be responsible for providing sufficient documentation or for providing proof using technology associated with Contractor's vehicles, to the City's reasonable satisfaction, to rebut the presumption that a complaint is legitimate. Customer service complaints include the complaints listed in Section 18.3 of this Agreement.

24.3 Performance Standards/Conditions for Liquidated Damages:

- a. Failure to collect a missed collection by 4 p.m. on the day following the scheduled collection day: \$50 per occurrence.;
- b. Three or more missed collections at same customer, of the same service type, within six (6) months of previous missed collection: \$100 per occurrence.
- c. Failure to complete route on the regularly scheduled day, except when such completion is made impossible by weather or other conditions or the route is completed by 4 pm on the day following the scheduled collection day: (A route shall be considered incomplete if five (5) Dwelling Units or two (2) streets or roadways are not provided collection service): \$1,000 per incident.
- d. Failure to clean up scattered or spilled material spilled by the Contractor within 24 hours of written or oral notice from the City: \$250 per occurrence.
- e. Failure to submit reports to the City on time: \$50 per day per report.
- f. Submission to the City of an inaccurate report or data that was not corrected after seven days' notice from the City: \$1,000 per occurrence.
- g. Failure to have the necessary Collection vehicles (whether leased or owned) delivered and ready for service by October 1, 2020. For each calendar day of delay, Four Thousand Dollars (\$4,000) shall be assessed against the Contractor.
- h. Failure to correct chronic Collection problems, excluding missed collections, shall result in the imposition of a Two Hundred Fifty Dollar (\$250) assessment. Chronic shall mean three (3) or more Legitimate Complaints at the same Premises for the same issue within a six (6) month period. The first assessment shall be imposed for the third Legitimate Complaint. Additional assessments may be imposed for each subsequent Legitimate Complaint. If the Contractor has more than five (5) Customers with chronic problems within one Operating Year, there shall be an additional Five Hundred Dollar (\$500) assessment.

24.5 Prior to any assessment of liquidated damages for those performance standards and liquidated damages specifically identified in 24.3 (e), and (f), City shall notify Contractor of the potential for liquidated damages, and Contractor shall have seven calendar (7) days to resolve or cure the alleged deficiency. If the issue or matter is resolved within seven (7) calendar days as required by the terms and conditions set forth in this Agreement, no liquidated damages shall be issued.

24.6 Procedure for Assessing and Appealing Liquidated Damages. Based upon the City Manager's review of the Contractor's compliance with the terms of this Agreement, the City Manager shall determine whether liquidated damages will be assessed. In assessing liquidated damages, the City Manager shall provide written notice to the Contractor, indicating the City Manager's assessment of liquidated damages. The Contractor shall remit to the City assessed liquidated damages within thirty (30) days of when Contractor was notified.

- a. Where a Contractor is issued an assessment of liquidated damages, in accordance with this Agreement, and the Contractor believes that the assessment was issued in error or that the liquidated damages assessed were excessive, the Contractor may appeal the assessment to the City Manager, by filing a written appeal, within thirty (30) days of when the Contractor was notified. Upon review of the appeal the City Manager will notify the Contractor of an appeal determination based on the information provided. The City Manager's decision shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not supported by competent evidence.
- b. If the City does not receive the written appeal to the City Manager within thirty (30) days of when City Manager notified the Contractor of the assessment of liquidated damages, the assessment shall be deemed final and no further administrative relief can be obtained.
- c. If the Contractor timely files a written request for an appeal pursuant to this Section, the time in which the liquidated damages that are the subject of the request are due shall be stayed pending the determination of the City Manager.

SECTION 25: RECORD KEEPING

25.1 Contractor shall maintain books, records, documents, time and cost accounts, and other evidence directly related to its provision or performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles during the time of the Agreement and for an additional (3) years or longer as required by Florida law. The City shall have the right to perform audits of Contractor's records directly related to the services provided under this Agreement at the City's expense, whenever the City deems it necessary but only upon advanced written notice and no more than twice during a twelve-month period. Personnel files and other Contractor confidential information are excluded from audits under this section. Notwithstanding anything to the foregoing, Contractor shall comply with the public records laws.

25.2 Solid Waste Disposal Log. - The Contractor shall maintain records and a log concerning all of the Solid Waste collected in the Service Area, including the materials collected for the City pursuant to Section 9. The records shall identify the amounts of Solid Waste collected and the locations where the Solid Waste was taken for disposal, as documented by scale house tickets and receipts. The records shall address each Load of Solid Waste for each Collection vehicle for each Operating Day. These records shall be summarized in a log.

25.3 Recyclable Materials Log. - The Contractor shall maintain records and a log concerning all Recyclable Materials collected in the Service Area, including the materials collected for the City pursuant to Section 9. The records shall identify the amounts of Recyclable Materials collected and the locations where the Recyclable Materials were taken for processing, as documented by scale house tickets and receipts. The records shall address each Load of Recyclable Materials for each Collection Vehicle for each Operating Day. These records shall be summarized in a log.

25.4 Complaint Log. - The Contractor shall maintain records and a log of all complaints. The log shall include: the date and time when the Contractor was notified by the City or Customer; the Customer's street address; a description of the complaint; and a description of how the complaint was resolved.

25. Cart Log - The Contractor shall maintain records and a log concerning the Solid Waste Carts and Recycling Carts that are provided by the Contractor pursuant to this Agreement. At a minimum, the log shall identify the location and container size of each Solid Waste Cart or Recycling Cart or replacement Cart provided.

SECTION 26: REPORTING

26.1 Daily Report.: Within one (1) business day of occurrence, Contractor shall electronically notify the City Manager of any of the events listed below, in a format approved by the City Manager. If no such events occur, no notification is necessary.

- a. Failure to complete a route. A route shall be considered incomplete if five (5) Dwelling Units or two (2) streets or roadways are not provided collection service;
- b. Incidences of property damage, including vehicular damage, to public property by Contractor; and

26.2 Monthly Reporting. Contractor shall electronically submit a report to the City Manager by the fifteenth (15) day of each month, in a format approved by the City Manager. The report shall contain the following information for the previous service month:

- a. A summary of Complaints with residential and commercial complaints listed separately;
- b. Documentation and calculation of Franchise Fee and identifying total monthly invoice and gross revenue received;
- c. The tons collected and delivered to the designated disposal site;
- d. Documentation of all activities conducted by the Contractor to encourage participation in recycling;
- e. The weight of Recyclables collected within the Service Area for Residential Customers and Commercial Customers. Contractor shall also include information on the contamination rate of residential Recyclables.

26.3 Annual Reports. The Contractor shall on or before October 15 of each year beginning in 2021 provide the following reports covering information from October of the prior year through October of the current year:

- a. Vehicle List: Contractor shall provide the City Manager with a list of the vehicles and other collection equipment that will be used by Contractor to provide services under this Agreement. This list shall include the license tag number and age for each vehicle. Contractor shall revise and resubmit the list to the City Manager during the term of this Agreement if there are any changes to the list of vehicles or other collection equipment. The requirements of this paragraph do not apply to: (a) vehicles used in the Franchise Area for thirty (30) Days or less; or (b) bona fide demonstration trucks.
- b. Financial Report: Annually, Contractor shall provide to the City Manager its Corporate Annual Report that includes audited financial statements. The audited financial statements shall be delivered to the City upon completion but no less than annually. The City Manager may waive the requirement of an audited financial statement upon good cause.
- c. Customer List: Annually, Contractor shall provide the City Manager lists of customers receiving each of the following services (including customer name, address, container size, frequency of collection, and billing rate):
 - 1. Commercial Solid Waste Collection Service (identify each Commercial Customer and subject property); and
 - 2.. Multi-family Units receiving Solid Waste collection service as Commercial Customers; and
 - 3. Multi-family Units receiving Recyclables collection service as Commercial Customers.

The list shall identify the number of months of service and the corresponding Container size for each Commercial Customer.

- d. Contractor shall provide the current routes and vehicles used to service each route.
- e. Contractor shall provide any additional information or reports as requested by the City Manager to monitor this Agreement.

SECTION 27: MISCELLANEOUS

27.1 Entire Agreement. This Agreement, and its exhibits- **Exhibit A:** Contractor's Proposal, **Exhibit B:** Pricing, **Exhibit C:** Set Out Procedures, **Exhibit D:** Recyclable Materials **Exhibit E:** Municipal Facilities

and **Exhibit F** Contractor's Performance Bond made part of this Agreement and represents the entire Agreement between the parties. No modification of this Agreement shall be valid or effective, unless made in writing and signed by the parties. The Proposal, attached as Exhibit A, is incorporated by reference and made part of this Agreement, however, in the event any conflict exists between the description of services within the Proposal and the scope of services as described in any Section within this Agreement, the services as described in the Sections of this Agreement shall control.

27.2 Contractor shall have no confidentiality obligation with respect to any Waste Materials.

27.3 Assignment. Neither party shall assign this Agreement in its entirety without the other party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Contractor may assign this Agreement without the City's consent to its parent company or any of its subsidiaries, to any person or entity that purchases any operations from Corporation or as a collateral assignment to any lender to Corporation. This Agreement shall be binding upon and inure solely to the benefit of the Parties and their permitted successors and assigns.

27.4 Subcontracting. Contractor shall not use subcontractors to assist in performance of this Contract without the prior written approval of the City. If the City permits the use of subcontractors, Contractor shall remain responsible for performing all aspects of this Contract. The City has the right to approve Contractor's Subcontractors, and the City reserves the right to request replacement of subcontractors. The City does not have any obligation to pay any subcontractors, and nothing in this Agreement creates any privity of contract between the City and the subcontractors.

27.5 Intellectual Property. No intellectual property rights in any of Contractor's intellectual property is granted to City under this Agreement.

27.6 Independent Contractor. It is understood and agreed that nothing in this Agreement contained is intended or should be construed as in any way establishing the relationship of co-partners or a joint venture between the parties or as constituting Contractor as an agent, representative or employee of the City for any purpose whatsoever. Contractor is to be, and shall remain, an independent contractor with respect to all services performed under this Agreement. Persons employed by Contractor in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the City's officers and employees either by operation of law or by the City.

27.7 Public Records. Contractor shall comply with Florida's Public Records Law in accordance with the provisions of Chapter 119, Florida Statutes. Specifically, Contractor shall keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service. Contractor shall provide the public with access to public records on the same terms and conditions that the City would provide the records at a cost that does not exceed the costs provided in Chapter 119 or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. Contractor shall meet all requirements for retaining public records and transfer, at no cost, to the City; all public records in possession of Contractor upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. The obligations hereunder shall survive termination and expiration of this Agreement.

27.8 Modification. All provisions of the Agreement shall be strictly complied with and conformed to by the Parties, and this Agreement shall not be modified or amended except by written agreement duly executed by the undersigned parties.

27.9 Severability. If any provision of this Agreement is declared invalid or unenforceable, it shall be modified so as to be valid and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby.

27.10 Waiver. Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

27.11 Survival of Obligation. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations shall survive final payment, completion and acceptance of the work and termination or completion of the Agreement.

27.12 Governing Law, Venue. The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection, dispute or litigation arising out of the terms of this Agreement shall be heard in the appropriate courts of Brevard County, Florida or if in federal court then in the Middle District of Florida.

27.13 Electronic Signatures. Customer and Contractor agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

27.14 Notices. All notices required or contemplated by this Agreement shall be addressed and sent by Certified United States mail, unless otherwise specified by the City Manager, to the City and Contractor as follows:

As to the City:
City Manager
City of Palm Bay
120 Malabar Road SE
Palm Bay, Florida 32907

With a copy to:
City Attorney
120 Malabar Road SE
Suite 201
Palm Bay, FL 32907

As to the Contractor:
Republic Services of Florida

Vero Beach, FL _____

IN WITNESS HEREOF, the parties have entered into this Agreement as of the date first written above.

CITY OF PALM BAY, FLORIDA

REPUBLIC SERVICES OF FORIDA, LLP

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

CONTRACTOR'S PROPOSAL

EXHIBIT B

PRICING

Residential Collection:	
Solid Waste Collection 2x/week; Recycling 1x/week; Yard Waste 1x/week; Bulk Waste 1x week; White Goods, Electronic Waste and 4 Tires per year per resident	\$23.50/mo
Multi-dwelling Service:	
Solid Waste Collection 2x/week; Recycling 1x/week; Yard Waste 1x/week; Bulk Waste 1x week; White Goods, Electronic Waste and 4 Tires per year per resident per unit	\$19.08/mo
Residential Extra Services:	
Extra Cart or Cart Exchange after November 14, 2020 (One time) Purchase 96 gallon cart	\$52.00
Extra Cart or Cart Exchange after November 14, 2020 (One time) Purchase 64 gallon cart	\$50.00
Extra Cart or Cart Exchange after November 14, 2020 (One time) Purchase 35 gallon cart	\$48.00
Extra MSW/Recycling Cart Service - per month	\$9.79

Commercial						
	1X/week	2X/week	3X/week	4X/week	5X/week	6X/week
2YD	\$93.10	\$186.19	\$279.29	\$372.38	\$465.48	\$558.57
3YD	\$139.64	\$279.29	\$418.93	\$558.57	\$698.21	\$837.86
4YD	\$186.19	\$372.38	\$558.57	\$744.76	\$930.95	\$1,117.14
6YD	\$279.29	\$558.57	\$837.86	\$1,117.14	\$1,396.43	\$1,675.71
8YD	\$372.38	\$744.76	\$1,117.14	\$1,489.52	\$1,861.90	\$2,234.28
2YD COMP	\$279.29	\$558.57	\$837.86	\$1,117.14	\$1,396.43	\$1,675.71
4YD COMP	\$558.57	\$1,117.14	\$1,675.71	\$2,234.28	\$2,792.85	\$3,351.42
6YD COMP	\$837.86	\$1,675.71	\$2,513.57	\$3,351.42	\$4,189.28	\$5,027.13
8YD COMP	\$1,117.14	\$2,234.28	\$3,351.42	\$4,468.56	\$5,585.70	\$6,702.84
Service Interrupt Fee						\$35.00
COMMERICAL CART SERVICE						
96 Gallon MSW Cart – 1 cart, 2x/week service						\$78.55
96 Gallon MSW Cart – 2 carts, 2x/week service						\$157.10
Multi-family Containerized						
	1X/week	2X/week	3X/week	4X/week	5X/week	6X/week
2YD	\$93.10	\$186.19	\$279.29	\$372.38	\$465.48	\$558.57
3YD	\$139.64	\$279.29	\$418.93	\$558.57	\$698.21	\$837.86
4YD	\$186.19	\$372.38	\$558.57	\$744.76	\$930.95	\$1,117.14
6YD	\$279.29	\$558.57	\$837.86	\$1,117.14	\$1,396.43	\$1,675.71
8YD	\$372.38	\$744.76	\$1,117.14	\$1,489.52	\$1,861.90	\$2,234.28
2YD COMP	\$279.29	\$558.57	\$837.86	\$1,117.14	\$1,396.43	\$1,675.71
4YD COMP	\$558.57	\$1,117.14	\$1,675.71	\$2,234.28	\$2,792.85	\$3,351.42
6YD COMP	\$837.86	\$1,675.71	\$2,513.57	\$3,351.42	\$4,189.28	\$5,027.13
8YD COMP	\$1,117.14	\$2,234.28	\$3,351.42	\$4,468.56	\$5,585.70	\$6,702.84
Service Interrupt Fee						35.00

ROLLOFF OPEN TOP - Monthly Maintenance	
10 YD Open Top	\$ 75.00
15 Yd Open Top	\$ 75.00
20 Yd Open Top	\$ 75.00
30 YD Open Top	\$ 75.00
40 YD Open Top	\$ 75.00
ROLLOFF OPEN TOP - Price per pull	
10 YD Open Top, per pull	\$ 269.37
15 YD Open Top, per pull	\$ 269.37
20 YD Open Top, per pull	\$ 269.37
30 YD Open Top, per pull	\$ 269.37
40 YD Open Top, per pull	\$ 269.37
ROLLOFF COMPACTORS	
20 YD Compacter, per pull	\$ 275.00
30 YD Compacter, per pull	\$ 275.00
40 YD Compacter, per pull	\$ 275.00
Service Interrupt Fee	\$ 35.00

EXHIBIT C

SET-OUT PROCEDURES

Proper Container Placement is the Key to Automated Service



- Have your container at the curb by 5 a.m. on your collection day.
- Place the container at least 3 feet from other objects like trees, poles, fire hydrants, mailboxes, electrical boxes, cable boxes, etc., and at least five feet away from cars so the automated arm can reach your container.
- Please have this same distance of five feet between your recycling and waste containers.
- Don't lean anything against the container.
- Don't place your container under a tree.
- Place containers one foot from the curb or edge of the street.
- Remember to have the handle toward your house, with the lid closed.
- Please don't allow children to play in or around the containers. Republic Services® trucks use mechanical arms to pick up the recycling and waste containers.
- ***Do not put paint, hot ashes, light bulbs, computer screens/ keyboards or other electronic items with a plug in your recycling containers.***

Refuse/Trash shall be placed in the trash cart provided and should not exceed 50 pounds in weight.

Recyclable materials shall be placed in the recycle cart provided and used just for recyclable materials

Yard Waste- Trees and shrubbery shall be of such size that can be readily loaded by one person. Stump. Trees limbs and other such objects shall be cut in lengths of no greater than four(4) feet if the diameter of the item is less than six(6)inches and shall be cut in lengths of no greater than two(2) feet if the diameter of the item is greater than six (6) inches.

No Treated Wood

Bulk Items such as furniture, appliances yard toys shall be separated from all other household refuse and recyclable materials. It shall be placed at the curbside and three(3) feet away from the refuse/trash and recycle cart.

EXHIBIT D

RECYCLABLE MATERIALS



Acceptable Recyclable Materials

Cardboard



CARDBOARD

Flattened cardboard boxes
Food boxes with liners removed
File folders
Poster board
(remove any food or liquid)

Paper



PAPER

Paper (staples okay)
Newspapers
Envelopes
Mail
Phone books
Brochures
Magazines

Plastic # 1 and #2 only



PLASTIC

Water bottles
Soda bottles
Milk jugs
Shampoo bottles
Detergent containers
(remove any food or liquid)

Metal



METAL

Aluminum beverage cans
Food cans
(remove any food or liquid)

EXHIBIT E

MUNICIPAL FACILITIES

City Facilities			
Name	Department	Type	Address
Fire Station 4	Fire	Fire Station	1200 San Filippo Drive SE
Fire Station 1	Fire	Fire Station	1201 Port Malabar Road
Fire Station 2	Fire	Fire Station	150 Malabar Road
Fire Station 6	Fire	Fire Station	2051 Degroodt Road SW
Fire Station 3	Fire	Fire Station	790 Jupiter Boulevard NE
Fire Headquarters	Fire	Fire Station	899 Carlyle Avenue
City Hall & Council Chambers	General	Facility	120 Malabar Road
McGriff Park	Parks & Rec	Park	1146 DeGroodt Road SW
Park's Administration Building	Parks & Rec	Facility	1150 DeGroodt Road
West Oaks Park	Parks & Rec	Park	1161 Lamplighter Drive NW
Sacrifice Park	Parks & Rec	Park	120 Malabar Road
Greater Palm Bay Senior Center	Parks & Rec	Facility	1275 Culver Drive NE
Captain's House	Parks & Rec	Facility	1300 Bianca Drive NE
Goode Park	Parks & Rec	Park	1300 Bianca Drive NE
Knecht Park	Parks & Rec	Park	1380 Glenham Drive NE
Arc Park	Parks & Rec	Park	1381 Riviera Drive NE
Pollack Park	Parks & Rec	Park	1455 Main Street NE
Tony Rosa Community Center	Parks & Rec	Facility	1502 Port Malabar Boulevard NE
Turkey Creek Sanctuary	Parks & Rec	Park	1518 Port Malabar Boulevard NE
Boundary Canal Trail	Parks & Rec	Park	1938 Port Malabar Boulevard NE
Ted Whitlock Community Center	Parks & Rec	Facility	1951 Malabar Road NW
Fred Poppe Regional Park	Parks & Rec	Park	1951 Malabar Road NW
Driskell Memorial Park	Parks & Rec	Park	2155 Monroe Street NE
Liberia Park	Parks & Rec	Park	2197 Northview Street SE
Veteran's Memorial Park	Parks & Rec	Park	2201 Port Malabar Boulevard NE
Victoria Park	Parks & Rec	Park	2501 Victoria Drive NE
Oakview Park	Parks & Rec	Park	270 Culver Drive NE
Dewar Park	Parks & Rec	Park	2705 Margaret Street NE
AIS Trail Park	Parks & Rec	Park	2804 Hickory Avenue SE
Bill Madden Park	Parks & Rec	Park	2860 Eldron Boulevard SE
Castaways Point Park	Parks & Rec	Park	2990 Bay Boulevard NE
Dade Circle Park	Parks & Rec	Park	3251 Dade Circle NE
Ted Moorhead Lagoon House	Parks & Rec	Facility	3275 Dixie Highway (US1)
Palm Bay Aquatic Center	Parks & Rec	Park	420 Community College Parkway SE
Stearns Point Park	Parks & Rec	Park	4295 Dixie Highway (US1)
Oakwood Park	Parks & Rec	Park	490 Koutnik Road SE
Riviera Park	Parks & Rec	Park	550 Riviera Drive NE
Lynbrook Park	Parks & Rec	Park	695 Lynbrook Road NW
Inspiration Park	Parks & Rec	Park	751 Consumer Street SE
Hurricane Paintball Park	Parks & Rec	Park	770 Hurricane Street SW

Liberty Park	Parks & Rec	Park	895 Carlyle Avenue SE
Fred Lee Park	Parks & Rec	Park	895 Emerson Drive NE
Police Station	Police	Police Station	130 Malabar Road
Police Substation	Police	Police Station	1575 Main Street NE
Public Works	Public Works	Facility	1050 Malabar Road
Traffic Ops Building	Public Works	Facility	1750 Main Street NE
North Regional Utilities Complex	Utilities	Facility	1105 Clearmont Street
South Regional Utilities Complex	Utilities	Facility	250 Osmosis Drive

EXHIBIT F

CONTRACTOR'S PERFORMANCE BOND

[To be provided by Contractor]

RESOLUTION 2020-26

A RESOLUTION OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING RESOLUTION 2020-09, AS AMENDED BY RESOLUTIONS 2020-10, 2020-11, 2020-13, 2020-15, 2020-16, 2020-17, 2020-18, 2020-22 AND 2020-24, BY EXTENDING THE STATE OF LOCAL EMERGENCY DECLARED BY LEGISLATIVE ORDER D-2020-01; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, during the past weeks, a severe acute respiratory illness known as Coronavirus Disease 2019 (COVID-19) has spread among humans through respiratory transmission and other potential methods, and presents symptoms similar to those of influenza with the elderly and persons with underlying medical issues particularly at risk, and

WHEREAS, Governor Ron Desantis declared that a state of emergency existed within the State of Florida and issued Executive Order 20-52 on March 9, 2020, and

WHEREAS, the state of emergency declared in Executive Order 20-52 was extended for sixty (60) days under Executive Order 20-114 on May 8, 2020, and

WHEREAS, Mayor Capote declared a State of Local Emergency and issued Legislative Order D-2020-01 on March 19, 2020, and

WHEREAS, City Council approved extensions to the State of Local Emergency via Resolutions 2020-09, 2020-10, 2020-11, 2020-13, 2020-15, 2020-16, 2020-17, 2020-18 and 2020-24, and

WHEREAS, the City's State of Local Emergency terminates at the end of a period of seven (7) days (May 29, 2020) unless prior to the end of the time frame, the City Council extends or terminates same by resolution, and

WHEREAS, the City Manager has certified that the emergency continues to exist.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, as follows:

SECTION 1. The State of Local Emergency, declared by Legislative Order D-2020-01, is hereby extended by seven (7) days (June 5, 2020).

SECTION 2. All provisions contained within Legislative Order D-2020-01 shall remain in full force and effect.

SECTION 3. This resolution shall take effect immediately upon the enactment date.

This resolution was duly enacted at Meeting 2020- , of the City Council of the City of Palm Bay, Brevard County, Florida, held on , 2020.

William Capote, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK