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## Sample Agreement

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**THIS AGREEMENT** is by and between Indian River County Solid Waste Disposal District (SWDD), a dependent special district of Indian River County, a Political Subdivision of the State of Florida organized and existing under the Laws of the State of Florida, (hereinafter called OWNER), whose address is c/o Indian River County Utilities Department, 1801 27<sup>th</sup> Street, Vero Beach, FL 32960

and \_\_\_\_\_  
(hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### **ARTICLE 1 - WORK**

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

To provide recycling collection services to various Indian River County governmental buildings and facilities falling within the funding jurisdiction of the Solid Waste Disposal District. The CONTRACTOR shall provide the necessary carts or containers listed on the bid form and shall provide at a minimum weekly collection service. The CONTRACTOR shall bring all of the recycling to the Indian River County Landfill Materials Recovery Facility (DESIGNATED FACILITY).

### **ARTICLE 2 - THE PROJECT**

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Project Name:	Recycling Services at Governmental Buildings and Facilities
Bid Number:	2018010
Billing Address:	1325 74 <sup>th</sup> Avenue SW, Vero Beach Florida 32968
Site Locations:	Various (See Attached Exhibit A for locations)

### **ARTICLE 3 - CONTRACT TIMES**

#### *3.01 Initial Term*

A. The initial term of this Agreement shall begin on the Effective Date of this Agreement through September 30, 2022.

#### *3.02 Renewal Option*

A. At the sole option of SWDD, this Agreement may be renewed for one (1) additional term of three (3) years under the same terms and conditions as the initial term, including amendments. The CONTRACTOR shall be notified by SWDD no later than September 30, 2021 of its intent to renew or not to renew the Agreement. If renewed, the additional three (3) year term will begin on October 1, 2022, and terminate on September 30, 2025.

**ARTICLE 4 - COMPENSATION**

4.01 The SWDD shall pay the CONTRACTOR for the performance of this Agreement in accordance with the Bid Documents, subject to annual price adjustments as set forth in Section 4.04 (if approved by the County Administrator or designee) or by an approved amendment by the SWDD Board, the total amount in current funds being as follows (the “Compensation”):

<b>SIZE OF CONTAINER(S)</b>	<b># OF CONTAINERS*</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>
64-gallon	244	\$25.00	\$6,100.00
2 cu yd	2	\$40.00	\$80.00
6 cu yd	1	\$124.00	\$124.00
8 cu yd	4	\$166.00	\$664.00
Specialty Service	6	\$75.00	\$450.00
<b>Total Price/Month</b>			<b>\$7,418.00</b>
<i>* See attached Exhibit A for specific locations.</i>			

4.02 Once each month payments shall be made during the term of the Agreement in the amount due on the invoice. Contractor shall submit an invoice to the SWDD Project Manager no later than the 10<sup>th</sup> day of each month for the previous month's recycling services. Payment to the Contractor shall be made for all undisputed amounts on or before the thirtieth (30th) calendar day or 20 business days of the SWDD's receipt of the invoice, whichever occurs later, upon verification by SWDD of the invoice submitted. The SWDD may reject the application in writing which shall specify the deficiency and the action necessary to correct the deficiency. Payment shall be due 20 business days after the SWDD's receipt of a corrected invoice.

4.03 The SWDD shall pay the CONTRACTOR through payments issued by the County Finance Department in accordance with the Local Government Prompt Payment Act of the Florida Statutes, upon receipt of the invoice from the SWDD Managing Director. The parties agree, however, that any payments withheld as liquidated damages or for any other reason allowed by this Contract, shall not be governed by the Local Government Prompt Payment Act.

4.04 Rate Adjustment

- A. All unit prices shall remain the same through September 30, 2020.
- B. Contractor may request an annual rate adjustment. Such request must be submitted in writing to SWDD no later than April 30th of the year in which Contractor would like the rate adjustment to go into effect. Such rate adjustments are subject to approval by the County Administrator or his designee. If approved, the rate adjustment would become effective October 1 of that year.
- C. If a rate adjustment is requested, the calculation shall be made as specified in Exhibit B and shall not exceed three percent (3%).

**ARTICLE 6 - INDEMNIFICATION**

6.01 CONTRACTOR shall indemnify and hold harmless the OWNER, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of the Work.

**ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS**

7.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Invitation to Bid documents.
- B. CONTRACTOR has visited the various locations for the recycling services identified in Exhibit A (Sites) and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work identified in Article 1.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work identified in Article 1.
- D. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Sites which may affect cost, progress, or performance of the Work identified in Article 1 or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.
- E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work identified in Article 1 and as indicated in the Contract Documents.
- G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Sites, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- H. CONTRACTOR has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by OWNER is acceptable to CONTRACTOR.

- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work identified in Article 1.

**ARTICLE 8 - CONTRACT DOCUMENTS**

8.01 *Contents*

A. The Contract Documents consist of the following:

- (1) This Agreement
- (2) Certificate of Liability Insurance
- (3) Invitation to Bid 2018010
- (4) CONTRACTOR'S Bid Form
- (5) Drug Free Workplace Form
- (6) Affidavit of Compliance
- (7) Sworn Statement Under Section 105.08, Indian River County Code, on Disclosure of Relationships
- (8) The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a) Written Amendments
  - b) Approved Rate Adjustments

**ARTICLE 9 - MISCELLANEOUS**

9.01 *Terms*

A. Terms used in this Agreement will have the meanings indicated in the Invitation to Bid.

9.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

- A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 *Venue*

- A. This Agreement shall be governed by the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Agreement shall be in Indian River County, Florida, or, in the event of a federal jurisdiction, in the United States District Court for the Southern District of Florida.

9.06 *Public Records Compliance*

- A. Indian River County is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
  - (1) Keep and maintain public records required by the County to perform the service.
  - (2) Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
  - (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
  - (4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

**B. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**(772) 226-1424**  
[publicrecords@ircgov.com](mailto:publicrecords@ircgov.com)  
**Indian River County Office of the County Attorney**  
**1801 27<sup>th</sup> Street**  
**Vero Beach, FL 32960**

C. Failure of the Contractor to comply with these requirements shall be a material breach of this Agreement.

**ARTICLE 10 - INSURANCE**

- **Owners and Subcontractors Insurance:** The Contractor shall not commence work until they have obtained all the insurance required under this section, and until such insurance has been approved by the owner, nor shall the contractor allow any subcontractor to commence work until the subcontractor has obtained the insurance required for a contractor herein and such insurance has been approved unless the subcontractor’s work is covered by the protections afforded by the Contractor’s insurance.
- **Worker’s Compensation Insurance:** The Contractor shall procure and maintain worker’s compensation insurance to the extent required by law for all their employees to be engaged in work under this contract. In case any employees are to be engaged in hazardous work under this contract and are not protected under the worker’s compensation statute, the Contractor shall provide adequate coverage for the protection of such employees.
- **Public Liability Insurance:** The Contractor shall procure and maintain broad form commercial general liability insurance (including contractual coverage) and commercial automobile liability insurance in amounts not less than shown below. The owner shall be an additional named insured on this insurance on this insurance with respect to all claims arising out of the operations or work to be performed.

Commercial General (Public) Liability, other than Automobile  \$1,000,000.00 Combined single limit for Bodily Injury and Property Damage	<b>Commercial General</b> A. <b>Premises / Operations</b> B. <b>Independent Contractors</b> C. <b>Products / Completed Operations</b> D. <b>Personal Injury</b> E. <b>Contractual Liability</b> F. <b>Explosion, Collapse, and Underground Property Damage</b>
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Automobile  \$1,000,000.00 Combined single limit Bodily Injury and Damage Liability	A. <b>Owner Leased Automobiles</b> B. <b>Non-Owned Automobiles</b> C. <b>Hired Automobiles</b> D. <b>Owned Automobiles</b>
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- **Proof of Insurance:** The Contractor shall furnish the owner a certificate of insurance in a form acceptable to the owner for the insurance required. Such certificate or an endorsement provided by the contractor must state that the owner will be given thirty (30) days written notice prior to cancellation or material change in coverage. Copies of an endorsement-naming owner as Additional Insured must accompany the Certificate of Insurance.

**Article 11: TERMINATION OF CONTRACT**

11.01 *Failure to Maintain Performance Bond and Insurance.*

- A. SWDD reserves the right to terminate this Agreement if Contractor fails to obtain and maintain the Performance Bond as set forth in Article 18 and the insurance set forth in Article 20.

11.02 *Bankruptcy*

- B. SWDD reserves the right to terminate this Agreement if the Contractor takes the benefit of insolvency statute, or shall make a general assignment for the benefit of creditors, files a voluntary petition in bankruptcy, petitions or answers seeking an arrangement for its reorganization or readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States, or any state thereof, or consents to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property.
- C. SWDD reserves the right to terminate this Agreement if by order or decree of a court, Contractor shall be adjudged bankrupt, or an order shall be made approving a petition filed by any of its creditors or by any of the Stockholders of Contractor seeking its reorganization or the readjustment of its indebtedness under federal bankruptcy laws or under any law or statute of the United States or of any state thereof; provided that, if any such judgment or order is stayed or vacated within sixty (60) Days after the entry thereof, any notice of cancellation shall be and become null, void, and of no effect.
- D. SWDD reserves the right to terminate this Agreement if by or pursuant to or under authority of any legislative act, resolution, or rule, or any order or decree of any court or governmental board, agency, or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of the Contractor, and such possession of control shall continue in effect for a period of sixty (60) Days.

11.03 *Default*

- A. SWDD may terminate this Agreement by written notice of default to Contractor if Contractor fails to perform or observe any of the terms and conditions of this Agreement for a period of thirty (30) days after receipt of notice of such default.

**Article 12: PERFORMANCE**

12.01 *Performance Standard*

- A. The Contractor is expected to provide weekly recycling services as identified in Article 1 on a timely manner and deliver all recycling materials to the Material Recovery Facility at the IRC Landfill. The Contractor shall utilize approved containers with service verification system for all locations serviced through this Agreement. Specification on carts and service verification system is provided in Exhibit C.

- B. The Contract Manager shall file a complaint with the Contractor for any missed pick-ups and the contractor shall resolve these within 48 hours otherwise subject to the administrative charges below.

12.02 *Administrative Charges*

- C. The Contract Manager shall notify the Contractor in writing by the tenth (10) Day of the month of the SWDD’s intent to deduct any administrative charges, including the basis for each administrative charge, from payments due or to become due to the Contractor for service provided under this Agreement.
- D. In the event the Contractor wishes to contest such monthly assessment, the Contractor must do so within ten (10) Days of issuance of each assessment notification by requesting, in writing, a meeting with the Contract Manager to resolve the issue. Following such a meeting, the Contract Manager shall notify the Contractor in writing of any action taken with respect to the Contractor’s claims. Contractor may further appeal, in writing, the decision of the Contract Manager to the County Administrator, who shall conduct a review of all of the facts and circumstances, and make a determination in writing. The County Administrator’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.
- E. The Contract Manager may assess the following administrative charges pursuant to this Article on a monthly basis in connection with the Agreement:

<b>Performance Standard Violation</b>	<b>Liquidated Damages</b>
Failure to deliver materials to a Designated Facility.	1 <sup>st</sup> occurrence = \$1,000 2 <sup>nd</sup> occurrence = \$5,000 3 <sup>rd</sup> + occurrences = \$10,000
Failure to resolve missed pickups	\$100 per unresolved missed pickup



IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on \_\_\_\_\_, 20\_\_ (the date the Agreement is approved by the Indian River County Solid Waste Disposal District, which is the Effective Date of the Agreement).

**OWNER:**

**CONTRACTOR:**

INDIAN RIVER COUNTY \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Peter D. O'Bryan, Chairman

By: \_\_\_\_\_  
(Contractor)

Date: \_\_\_\_\_

(CORPORATE SEAL)

**APPROVED:**

By: \_\_\_\_\_  
Jason E. Brown, County Administrator

Address for giving notices:

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

By: \_\_\_\_\_  
Dylan Reingold, County Attorney

**ATTEST:**

Jeffrey R. Smith, Clerk of Court and Comptroller

Designated Representative:

Name:

Title:

Address:

Phone:

Email:

Attest: \_\_\_\_\_  
Deputy Clerk

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

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**EXHIBIT A – LOCATION AND RECYCLING SERVICES**


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ITEM	LOCATION	ADDRESS	# OF CONTAINERS	SIZE OF CONTAINER(S)	LEVEL OF SERVICE
1	Indian River County Admin Bldg. (Bldg A)	1800 27TH St	14	64-gallon	1 x Week
2	Indian River County Admin Bldg. (Bldg B)	1801 27TH St	14	64-gallon	1 x Week
3	Indian River County Admin Bldg. (Bldg B)	1801 27TH St	1	8 cu yd	1 x Week
4	IRC Main Library	1600 21st St	12	64-gallon	1 x Week
5	North County Library	1001 CR 512	6	64-gallon	1 x Week
6	North County Library	1001 CR 512	1	2 cu yd	1 x Week
7	IRC Courthouse	2000 16th St	5	64-gallon	1 x Week
8	North IRC Annex, Sebastian Square Shopping Cntr	11602-11604 U S #1	6	64-gallon	1 x Week
9	IRC Health Dept	1900 27th St	18	64-gallon	1 x Week
10	Elections Office	4375 43rd Ave	8	64-gallon	1 x Week
11	Facilities Mgmt/Animal Control	4305A & 4305B 43rd Ave	6	64-gallon	1 x Week
12	Emergency Operations Center (EOC)	4225 43rd Ave	6	64-gallon	1 x Week
13	Road & Bridge	4550 41st St	6	64-gallon	1 x Week
14	Fleet Management	5234 41st St, Suite A	1	2 cu yd	1 x Week
15	HRS Bldg	4675 28th Ct	6	64-gallon	1 x Week
16	Utility Operations Center	4350 41st St	8	64-gallon	1 x Week
17	Fire Station #1	1500 Old Dixie Hwy	5	64-gallon	1 x Week
18	Fire Station #2	3301 Bridge Plaza Dr	5	64-gallon	1 x Week
19	Fire Station #3	2900 43rd Ave	5	64-gallon	1 x Week
20	Fire Station #4	1500 9th St SW	5	64-gallon	1 x Week
21	Fire Station #5	6540 Old Dixie Hwy	3	64-gallon	1 x Week
22	Fire Station #6	101 S A-1-A	5	64-gallon	1 x Week
23	Fire Station #7	1215 82nd Ave	5	64-gallon	1 x Week
24	Fire Station #8	1115 Barber St	5	64-gallon	1 x Week
25	Fire Station #9	1640 U S #1	5	64-gallon	1 x Week
26	Fire Station #10	62 North Broadway	5	64-gallon	1 x Week
27	Fire Station #11	2555 93rd Ave	5	64-gallon	1 x Week
28	Fire Station #12	3620 29th St	5	64-gallon	1 x Week
29	Fire Station #13	4330 4th St	5	64-gallon	1 x Week
30	Fire Station #14	6780 26th St	5	64-gallon	1 x Week
31	Fire Station #15	9470 CR512	3	64-gallon	1 x Week

ITEM	LOCATION	ADDRESS	# OF CONTAINERS	SIZE OF CONTAINER(S)	LEVEL OF SERVICE
32	IRC Tax Collectors Office	1860 82nd Ave	6	64-gallon	1 x Week
33	Historic Dodger Town / MLB	3901 26th St	6	64-gallon	1 x Week
34	Hobart Soccer Complex	6310 77th St	1	8 cu yd	1 x Week
35	North County Aquatics Center	9450 CR512	3	64-gallon	1 x Week
36	Gifford Aquatics Center	4895 43rd Ave	3	64-gallon	1 x Week
37	Sandridge Golf Club	5300 73rd St	4	64-gallon	1 x Week
38	Sandridge Golf Club	5300 73rd St	1	6 cu yd	1 x Week
39	Indian River County Fairgrounds	7955 58th Ave	1	8 cu yd	1 x Week
40	Indian River County Parks Division	5500 77th St	1	8 cu yd	1 x Week
41	Indian River County Parks Division	5500 77th St	4	64-gallon	1 x Week
42	Ampersands Beach	12566 Hwy A1A	1	64-gallon	1 x Week
43	Treasure Shores Park *	11300 Hwy A1A	4	64-gallon	1 x Week
44	Golden Sands Park *	10350 Hwy A1A	6	64-gallon	1 x Week
45	Wabasso Beach Park *	1820 Wabasso Beach Rd	5	64-gallon	1 x Week
46	Seagrape Trail Beach Access	8302 Hwy A1A	1	64-gallon	1 x Week
47	Turtle Trail Beach Access	8102 Hwy A1A	1	64-gallon	1 x Week
48	Tracking Station Park *	800 46th Pl	4	64-gallon	1 x Week
49	Round Island Park (Beachside) *	2200 S Hwy A1A	7	64-gallon	1 x Week
50	Round Island Park (Lagoon side) *	2200 S Hwy A1A	3	64-gallon	1 x Week

*\* Specialty Service - Empty Containers at Multiple Locations*



## EXHIBIT C – CART/CONTAINER SPECIFICATION AND SERVICE VERIFICATION SYSTEM

### 1. Cart / Container Specification

- a. The standard size recycling carts include either a ninety-six (96) gallon cart or a sixty-four (64) gallon cart for Program Recyclables. The cart specification must be approved by the Contract Manager. The Program Recyclables are as follows:
  - i. All paper not contaminated by food, including newspaper, magazines, phone books, junk mail, office paper, cardboard, paper bags, paperboard, chipboard, file folders, envelopes, paperback books, mixed paper, etc.
  - ii. Aluminum food and beverage containers.
  - iii. Aluminum foil, pie plates, and trays.
  - iv. Glass food and beverage containers.
  - v. Ferrous cans, including aerosol cans not containing corrosive, toxic, ignitable, or reactive ingredients, including products such as paints, cleaners, oils, batteries and pesticides that contain potentially hazardous ingredients.
  - vi. Aseptic cartons, including juice boxes, gable top milk and juice containers, soy milk and soup cartons.
  - vii. All plastic containers except plastic film.
  - viii. Bulky rigid plastics.
  - ix. Scrap metal.
- b. The standard large size containers shall be either a 2 cubic yard, 4 cubic yard, 6 cubic yard or 8 cubic yard recycling dumpster. These containers must have lids, be painted, leak proof and have proper identification that it is a recycling container and not for garbage.

### 2. Service Verification System

- a. Contractor shall provide and maintain a service verification system with web-based access. Service verification software shall be capable of providing reports online that can be downloaded in PDF and Excel formats. Contractor is responsible for all associated software costs and maintenance.
- b. Service verification software shall be capable of providing map-based location visibility of frontline and reserve collection vehicles operated in real time, and shall be able to generate reports as needed based on recycling cart and recycling container service activity, including, but not limited to, collection and non-collection events.