

**TERM CONTRACT FOR
RECYCLABLE MATERIALS PROCESSING AND MARKETING SERVICES**

THIS TERM CONTRACT is made and entered into as of the date of execution by both parties, by and between SARASOTA COUNTY, a political subdivision of the State of Florida, herein after referred to as the "County" and Resource Recovery Systems, LLC, a limited liability company organized under Delaware law, hereinafter referred to as "Contractor".

WITNESSETH

WHEREAS, the County requires the services of a Contractor to perform Recyclable Materials Processing and Marketing Services; and,

WHEREAS, on August 13, 2018, the Sarasota County Procurement Official Designee approved Single Source No. 1741, thereby waiving the requirement for a County competitive process and authorizing this Term Contract to be considered for approval; and,

WHEREAS, the Contractor has reviewed the services required pursuant to the Term Contract and is qualified, willing and able to provide and perform all such services in accordance with its terms;

NOW, THEREFORE, the County and the Contractor, in consideration of the mutual covenants contained herein, do agree as follows:

I. CONTRACTOR'S SERVICES

The Contractor agrees to diligently provide all materials, services and labor for the performance of Recyclable Materials Processing and Marketing Services, in accordance with the technical specifications made part of this Term Contract as Exhibit A, attached hereto and incorporated herein. To the extent that any of the terms in this Term Contract and Exhibit A conflict, the provisions of Exhibit A shall control.

II. TERM

- A. The term of this Agreement shall begin on the Commencement Date of October 1, 2018 and shall continue for a period of one year ending September 30, 2019.

III. COMPENSATION AND PAYMENT OF CONTRACTOR'S SERVICE

Compensation and payment terms hereunder shall be as set forth in Article 5 of Exhibit A. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Term Contract.

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IV. ADDITIONAL SERVICES

- A. No changes to this Term Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the County's authorized agent as set forth below.
- B. If the County's Administrative Agent requires the Contractor to perform additional services and if such services are not required as a result of error, omission or negligence of Contractor, then in such event the Contractor shall be entitled to additional compensation. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Term Contract by written amendment. Any additional service or work performed before a written Amendment to this Term Contract shall not be compensated by the County.

V. METHOD OF PAYMENT

- A. When a payment is due the Contractor, pursuant to Exhibit B, Fee Schedule, attached hereto and incorporated herein, the County shall pay the Contractor through payment issued by the Clerk of the Circuit Court in accordance with the Local Government Prompt Payment Act, Section 218.70, et seq, Florida Statutes upon receipt of the Contractor's invoice and written approval of same by the County's Administrative Agent indicating that services have been rendered in conformity with this Term Contract.
- B. When a payment is due the Contractor, the Contractor's invoices shall be in a form satisfactory to the Clerk of the Circuit Court, who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the County.

VI. LIABILITY OF CONTRACTOR

- A. The Contractor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities to the extent caused by the negligent acts or omissions or default of the Contractor in connection with the Contractor or subcontractor's performance or failure to perform under the terms of this Term Contract.
- B. This section of the Term Contract will extend beyond the term of the Term Contract.

VII. CONTRACTOR'S INSURANCE

- A. Before performing any work pursuant to this Term Contract, Contractor shall procure and maintain, during the life of this Term Contract unless

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otherwise specified, insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Term Contract.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

- A. Contractor acknowledges that it is familiar with the Technical Specifications, and that it will perform the services as required.
- B. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- C. The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Term Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Term Contract.
- D. The Contractor covenants and agrees that it and its employees shall be bound by the Standards of Conduct of the Florida Statutes, Section 112.313, as it relates to work performed under this Term Contract. The Contractor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.
- E. The Contractor shall comply with Florida Statutes, Section 287.133, Public Entity Crimes.
- F. The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Term Contract.
- G. The Contractor shall notify the County's Administrative Agent at least one (1) day in advance of any meeting between the Contractor and any stakeholder that relates to this Term Contract, including, but not limited to, County Commissioners, regulatory agencies or private citizens.
- H. §287.135, F.S., prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. Contractor certifies that the organization is not listed on the Scrutinized Companies

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that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Contract if a false certification has been made, or the Contractor is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

IX. TIMELY PERFORMANCE OF CONTRACTOR'S PERSONNEL

- A. The timely performance and completion of the required services is vitally important to the interest of the County.
- B. The personnel assigned by the Contractor to perform the services of this Term Contract shall comply with the Technical Specifications. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the County's Administrative Agent's written approval before said changes or substitution can become effective.
- C. The Contractor specifically agrees that all work performed under the terms and conditions of this Term Contract shall be completed within the time limits as set forth in Exhibit A. Subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Term Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

X. OBLIGATIONS OF COUNTY

- A. The County's Administrative Agent is designated to do all things necessary to properly administer the terms and conditions of this Term Contract, including, but not limited to:
 - 1. If applicable, review of all Contractor payment requests for approval or rejection.
 - 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Term Contract.
- B. The County shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

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XI. TERMINATION

The County and the Contractor shall have the right to terminate this Term Contract in accordance with the Provisions of Article 7 of Exhibit A.

XII. DISPUTE RESOLUTION

- A. Disputes under this Term Contract shall be resolved in accordance with the provisions of Section 9.4 of Exhibit A.
- B. The parties agree to waive all rights to trial by jury for litigation undertaken concerning this Term Contract.

XIII. PUBLIC RECORDS

**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:**

**Sarasota County
Public Records office
1660 Ringling Blvd.
Sarasota, FL 34236**

**Phone: 941-861-5886
Email: publicrecords@scgov.net**

XIV. MISCELLANEOUS

- A. The language of this Term Contract shall be construed, in all cases, according to its fair meaning and not for or against any party hereto. The parties hereto shall act in good faith in connection with the dealings with each hereunder.
- B. The parties hereto do not intend nor shall this Term Contract be construed to grant any rights, privileges or interest to any third party.
- C. The parties covenant and agree that each is duly authorized to enter into and perform this Term Contract and those executing this Term Contract have all requisite power and authority to bind the parties.
- D. The rights and remedies of each party provided for under this Term Contract are in addition to any other rights and remedies it may have provided by law or in equity.

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- E. The County and Contractor will act in good faith with regard to dealing with the contract terms and conditions.
- F. Any notices, reports, or any other type of documentation required by this Term Contract shall be sufficient if sent by the parties via United States certified mail, postage paid, to the addresses listed below:

Contractor's Representative:

Name:	<u>Mary Kassabaum</u>
Title:	<u>Manager</u>
Address:	<u>5210 West Linebaugh Ave</u> <u>Tampa, FL 33624</u>
Telephone:	<u>813-439-9013</u>
Facsimile:	<u>N/A</u>
E-mail:	<u>mkassabaum@republicservices.com</u>

County's Administrative Agent:

Name:	<u>Brian Usher</u>
Title:	<u>Public Utilities Manager II</u>
Address:	<u>8750 Bee Ridge Rd</u> <u>Sarasota, FL 34241</u>
Telephone:	<u>941-861-1532</u>
Facsimile:	<u>941-316-1300</u>
E-Mail:	<u>busher@scgov.net</u>

- G. Any change in administrative agents will require prompt notification by the party making the change.

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

WITNESS:

Print Name: Sherrym Long

Signed By: Sherrym Long

Date: 8/28/18

Resource Recovery Systems, LLC

Print Name: JAMES G. AMICK JR

Signed By: James G. Amick Jr

Title: Area President

Date: 8/20/18

SARASOTA COUNTY

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

BY: _____

CHAIR

DATE: _____

ATTEST:

KAREN E. RUSHING, Clerk of the Circuit
Court and Ex-Officio Clerk of the Board of
County Commissioners

BY: _____

Approved as to form and correctness:

BY: _____

COUNTY ATTORNEY

**132282KR RECYCLABLE MATERIALS PROCESSING AND MARKETING
SERVICES
EXHIBIT A – TECHNICAL SPECIFICATIONS**

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RECYCLABLE MATERIALS PROCESSING AND MARKETING SERVICES EXHIBIT A – TECHNICAL SPECIFICATIONS

General Information

1.1. Definitions

As used herein, the following terms shall have the meanings set forth below:

- 1.1.1. Agreement - This Agreement between the County and the Contractor, including the Schedules and any written amendments to either.
- 1.1.2. Average Market Value (AMV) - a market index used to determine the amount to be paid under Article 5 for County Residential Recyclables delivered to the Designated Facilities based on monthly fluctuations in the commodity market. Article 5.1 explains how the AMV is calculated.
- 1.1.3. Board - The Board of County Commissioners of Sarasota County, Florida which is the governing body of the County.
- 1.1.4. Commencement Date - Except as otherwise provided for herein, the Commencement Date is the date on which the Contractor commences to accept, process, and market Recyclable Materials in accordance with this Agreement.
- 1.1.5. Commercial Recyclables - Recyclable Materials generated by Commercial Users.
- 1.1.6. Commercial User - Any person who owns, leases, or occupies any property within the County used for commercial purposes and delivers Recyclable Materials to the Designated Facilities via self-haul or a commercial hauler.
- 1.1.7. Contractor - The successful Bidder, whether a corporation, firm, individual, joint venture, or any combination thereof, with whom the County has entered into this Agreement.
- 1.1.8. [Intentionally Deleted]
- 1.1.9. County - Sarasota County, a political subdivision of the State of Florida.
- 1.1.10. County Contract Hauler - The firms that are presently, or that may in the future, contract with the County to collect and transport Recyclables to the RMPF.
- 1.1.11. County Residential Recyclables - Recyclables that originate from residential sources within unincorporated Sarasota County, including all paper, all plastics except Styrofoam and film, aluminum and steel/tin cans, glass containers, and aseptic/gable-top containers, and which may be modified upon mutual agreement by the County and the Contractor.
- 1.1.12. Designated Facilities - the Contractor's RMPF and/or Transfer Station(s) at which Recyclables will be delivered to and/or accepted by the Contractor per this Agreement.
- 1.1.13. Dual Stream - A recycling process that requires Recyclable Materials to be sorted into fiber and container streams prior to delivery to the Designated Facilities.
- 1.1.14. Effective Date - The date upon which this Agreement is fully executed by both parties. The later signature date shall be the Effective Date.
- 1.1.15. Administrative Agent - The Administrative Agent of the Sarasota County Environmental Services - Solid Waste Unit or any other department or division as may be designated by the County Administrator to administer this Agreement.
- 1.1.16. Hazardous Waste - Waste which is defined as hazardous waste in Chapter 62 - 730, Florida Administration Code (FAC), as may be amended; the U.S. Environmental Protection Agency definition pursuant to the Resource Conservation and Recovery Act, 42 USC, Section 6901 et. seq., and implementing regulations, as may be amended; or Chapter 403, Part IV, Florida Statutes, Section 403.703(21).

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- 1.1.17. Holidays – Christmas Day, New Year's Day, Thanksgiving Day, and Independence Day.
- 1.1.18. Jackson Road Transfer Station or JRTS – The County-owned transfer station located at 250 South Jackson Road, Venice, Florida.
- 1.1.19. Non-County Recyclables – Recyclable Materials that do not originate from residential sources within unincorporated Sarasota County. Examples of origin include, but are not limited to, Commercial Users, nonprofit groups, other governmental agencies, Participating Municipalities located within the County, or Out of County Users.
- 1.1.20. Out-of-County User - Any generator of Non-County Recyclables including residential, commercial or governmental who is located outside the boundaries of Sarasota County and delivers those materials to the Designated Facilities.
- 1.1.21. Participating Municipalities - Those municipalities within the County that have presently, or that may in the future, choose to deliver Non-County Recyclables to the Designated Facilities. These municipalities may include, but are not limited to, the Cities of North Port, Sarasota, and Venice, and the Town of Longboat Key.
- 1.1.22. Processing – The manual or mechanical separation of Recyclable Materials to conform to the specifications for each marketable Recovered Material.
- 1.1.23. Recovered Material(s) - Recyclable Materials which have been processed to market specifications.
- 1.1.24. Recovered Materials Processing Facility, (RMPF) - A facility engaged in the storage, Processing, marketing, and/or reuse of Recovered Materials.
- 1.1.25. Recyclable Materials, or Recyclables - Materials that may be reclaimed for recycling or reuse.
- 1.1.26. Rejects – Materials, other than Residue, that cannot be recycled and that cannot be processed into Recovered Materials.
- 1.1.27. Residue – The portion of the Recyclable Materials stream accepted by the Contractor that is not converted to Recovered Materials due to breakage and/or transportation or Processing inefficiencies.
- 1.1.28. Ton - A unit of weight equal to 2,000 pounds, also referred to as a short Ton.
- 1.1.29. Transfer Station - A facility engaged solely in the acceptance, storage, and transportation of Recovered Materials and solid waste.

1.2. Term

- 1.2.1. Except as otherwise provided for herein, the obligations of the parties shall take effect on the Effective Date of this Agreement.
- 1.2.2. The term of this Agreement shall begin on the Commencement Date of October 1, 2018 and shall continue for a period of one year ending September 30, 2019 (the "Term").

2. COUNTY'S RESPONSIBILITIES

Beginning on the Commencement Date, the County shall direct the County Contract Hauler to deliver all County Residential Recyclables to the Designated Facilities during the scheduled receiving hours specified herein. County Residential Recyclables will be delivered Dual Stream.

RECYCLABLE MATERIALS PROCESSING AND MARKETING SERVICES EXHIBIT A – TECHNICAL SPECIFICATIONS

3. CONTRACTOR'S RESPONSIBILITIES

3.1. Materials Acceptance

- 3.1.1. Beginning on the Commencement Date, the Contractor shall accept deliveries of County Residential Recyclables and Non-County Recyclables during the scheduled receiving hours specified in this Agreement. Sarasota County makes no assurances or guarantees that Non-County Recyclables will be delivered to the Designated Facilities as the County does not control the delivery of Non-County Recyclables.
- 3.1.2. The County reserves the right to designate or remove other Recyclable Materials as County Residential Recyclables if the contracting parties agree it is technically feasible.
- 3.1.3. The Contractor may also accept Recyclable Materials from Out-of-County Users providing acceptance of such materials does not impact the Contractor's ability to accept and process County Residential Recyclables in compliance with this Agreement.
- 3.1.4. The Designated Facilities shall be capable of accepting delivery of Recyclable Material from all types of delivery vehicles including, but not limited to, packer trucks, roll-off trucks, tractor-trailer transfer vehicles, and rear-discharging tilt-bed and side-discharging tilt-bed collection vehicles. Doors on delivery bays shall be of sufficient height to allow the exit of roll-off trucks and collection vehicles with bodies or containers in the dump (up) position.
- 3.1.5. The Designated Facilities shall be operated to facilitate delivery vehicle access during operations. The daily average delivery vehicle turnaround time from arrival at the Designated Facility site to exit from the facility site shall not exceed fifteen (15) minutes. Delays caused by equipment failure not due to negligence of the Contractor or other fault of the delivery vehicle shall not be included in the turn-around time computation. The Contractor will provide the County with access to its records to verify vehicle turnaround time within twenty-four (24) hour notice.
- 3.1.6. The Designated Facilities shall be equipped with adequately-sized legal-for-trade truck scales and computerized recordkeeping systems for weighing and recording all incoming and outgoing Recyclable Materials delivery vehicles and vehicles transporting Recyclable Materials to markets. Such scales shall be inspected and approved for use prior to placing them into service. Contractor shall have the scales calibrated and inspected on a yearly basis, at a minimum, or more frequently as requested by the Administrative Agent.
- 3.1.7. The Contractor shall weigh all trucks that enter the Designated Facilities, perform recordkeeping, and generate reports of incoming materials as required herein or requested by the County. The Contractor may use tare weights. If the Contractor chooses to do so, all tare weights must be recalibrated at least every sixty (60) calendar days. Inbound loads delivered by County Contract Haulers, Participating Municipalities, Commercial Users, and Out-of-County Users shall be weighed, recorded and tabulated separately. If delivered Dual Stream, the two streams shall be weighed separately.
- 3.1.8. It is agreed that Contractor's obligation to accept delivered Recyclable Materials on the Commencement Date is of importance to the County. In the event that Contractor fails or refuses to accept Recyclable Materials on the Commencement Date, the Contractor will be liable for all hauling, processing, transportation, disposal charges and any other related costs, in excess of payments that would have been made under this Agreement, which may be incurred by the County with respect to recycling and marketing such materials.

3.2. Scheduled Receiving Hours

- 3.2.1. The Designated Facility(ies) to which the County Contract Hauler delivers County Residential Recyclables shall be open and available to receive County Residential

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Recyclables and Non-County Recyclables from at least 7:00 a.m. to 5:00 p.m. Monday through Friday and from 7:00 a.m. to 12:00 p.m. on Saturday.

- 3.2.2. If applicable, the Jackson Road Transfer Station(s) shall be open and available to receive Program and Non-County Recyclables from 7:00 a.m. to 5:00 p.m. Monday through Friday and from 7:00 a.m. to 12:00 p.m. on Saturday. Unless complaints are received by the County, the Contractor may operate the Jackson Road Transfer Station until 6:00 p.m. Monday through Friday. The Contractor may not operate the Jackson Road Transfer Station any later than 6:00 p.m. Monday through Friday without prior written permission by the Administrative Agent.
- 3.2.3. The Designated Facility(ies) to which the County Contract Hauler delivers County Residential Recyclables may be closed on Holidays, but will be required to be open from 7 a.m. to 5 p.m. on the Saturday following the holiday.
- 3.2.4. Due to seasonal fluctuations in volume, the Contractor may, with written permission of the Administrative Agent, extend operating hours at Jackson Road Transfer Station; however, such extension shall be no later than 8:00 p.m. The Jackson Road Transfer Station is prohibited from operating on Sundays.
- 3.2.5. Upon request by the Administrative Agent, the Designated Facilities shall have temporary extended receiving hours, at no additional cost to the County, during any transition between County Contract Haulers. Temporary extended hours shall be from 6:30 a.m. to 7:00 p.m. Monday through Friday for the first fourteen (14) business days after a new County Contract Hauler begins providing service. For thirty (30) business days following this initial fourteen (14) business day period, provided notice is given by the County Contract Hauler no later than 3:00 p.m., the Designated Facilities shall be available to be open until 7:00 p.m. that same day and/or to open at 6:30 a.m. the following day.
- 3.2.6. No reductions in scheduled receiving hours shall be made without the prior written approval of the Administrative Agent.

3.3. Materials Rejection

- 3.3.1. The Contractor shall not reject any load of County Residential Recyclables.
- 3.3.2. If the Contractor determines a load of County Residential Recyclables contains an excessive amount of Rejects, the Contractor shall inform the Administrative Agent of the delivery location, vehicle number, date, time, and estimated quantity and type of Rejects of such load and the Administrative Agent will work with the County Contract Hauler to reduce the quantity of Rejects in the future.
- 3.3.3. If any Hazardous Waste is detected within a load of County Residential Recyclables, the Contractor will properly isolate and containerize the materials and dispose of them in accordance with all applicable laws. Contractor shall be responsible for disposal at the County's expense. Instances involving the discovery of Hazardous Waste in a load of County Residential Recyclables shall be communicated to the Administrative Agent at the time of occurrence.

3.4. Transport, Processing and Marketing

- 3.4.1. The Contractor shall bear all costs associated with transporting County Residential Recyclables from the Transfer Station(s) to its RMPF (if applicable), Processing Recyclables, and transporting and marketing Recovered Materials.
- 3.4.2. The Contractor must maintain complete and accurate records of material inflows and outflows. These records are subject to review by the County during normal business hours.

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3.4.3. The Contractor shall employ a local manager charged with the responsibility of overseeing this Agreement. The Contractor's local manager or other competent person shall be available to communicate with the Administrative Agent or other County designee during normal operating hours and shall be available as needed outside of normal hours.

3.4.4. The RMPF design shall incorporate material processing systems capable of receiving and processing Recyclable Materials in accordance with this Agreement. The systems shall be designed to achieve the maximum product recovery rates.

3.5. Disposal

3.5.1. Unless the Contractor has prior permission from the County, the Contractor shall not dispose of and/or landfill any Recyclable Materials or Recovered Materials collected under this Agreement. The Contractor shall not knowingly, or without reasonable assumption, sell Recyclable Materials or Recovered Materials to another agent that landfills or disposes of material other than through recycling. This does not apply to Rejects and Residue.

3.5.2. For disposal of all non-recyclable materials generated at any Designated Facility located within Sarasota County, the Contractor shall use the services of the County Contract Hauler for the transport of such materials to the County's Central County Solid Waste Disposal Complex. The Contractor may provide its own bulk waste collection containers or may lease same from the County Contract Hauler. The Contractor is responsible for all costs of transporting and disposing of non-recyclable materials, including Rejects and Residue, generated at the Designated Facilities.

3.6. Record Keeping

The Contractor shall create, maintain, and make available records as defined in and required by all applicable local, state, and federal laws, rules and regulations, and any reports as are reasonably necessary to document and track information described herein. All records provided to the County shall be in an Excel spreadsheet or other format as approved by the Administrative Agent.

- a) County Residential Recyclables: County Residential Recyclables received and processed, separate from Non-County Recyclables, including location received, delivery date and time, vehicle number, material type (if Dual Stream), and quantity.
- b) Non-County Recyclables: Non-County Recyclables received at the Designated Facilities from Participating Municipalities and Commercial Users, including location received, delivery date, material type, and quantity.
- c) Other: Such other documents and reports as the County may reasonably require to verify compliance with the Agreement or to meet the County's reporting requirements with the State of Florida.

3.7. Reporting

3.7.1. Hazardous substance contingency plan: The Contractor shall maintain a hazardous substance contingency plan for all Designated Facilities. The plan shall detail what actions will be taken by the Contractor upon discovery of hazardous substances at the facilities. The plan shall include a copy of a signed contract(s) with a permitted Hazardous Waste transporter(s) to handle any Hazardous Waste discovered at the Designated Facilities. The plan must comply with all state and federal regulations. Non-conformance with such regulations shall cause rejection of the plan. Failure to correct the plan within thirty (30) days may be considered by the County as an event of default under the terms of this Agreement.

3.7.2. Contingency Plan: The Contractor's contingency plan shall describe the standard operating procedures that will be implemented by the Contractor at the Designated

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Facilities in the event any of the facilities is affected by a natural or man-made disaster or extreme weather event. The plan is subject to review and approval by the Administrative Agent.

- 3.7.3. Monthly Reports: By the fifteenth (15th) of each month, the Contractor shall submit to the Administrative Agent an electronic report summarizing deliveries of County Residential Recyclables and Non-County Recyclables at the Designated Facilities during the previous calendar month and payments due to the County. The report should include the information specified in Section 3.6.
- 3.7.4. Annual Reports: Within forty-five (45) days of the end of the Term, the Contractor shall provide the Administrative Agent with a report summarizing all information described in Section 3.7.3, as well as net tonnage diverted from disposal. Additionally, the Contractor shall submit a copy of the annual report submitted to Florida Department of Environmental Protection (FDEP) summarizing Recyclable Materials deliveries by type, quantity, and source. Additionally, within forty-five (45) days of the end of the Term, the Contractor shall submit to the Administrative Agent a copy of the Recyclable Materials report due to the FDEP detailing the types, quantities, and sources of Recyclable Materials processed at the RMPF designated by this Agreement.
- 3.7.5. Formats: The format and contents of the records to be maintained and the reports to be generated in fulfillment of the requirements of the Agreement is subject to the review and approval of the County.
- 3.7.6. Review of Records: The County or any of its duly authorized representatives shall have access, within seven (7) calendar days of notification, to all of Contractor's books, records, data and documents related to this Agreement for inspection and audit at the Contractor's expense.
- 3.7.7. Document Retention: The Contractor will maintain and allow access to books, records, data, documents, and reports relating to this Agreement for three (3) years following the conclusion or termination of this Agreement.

3.8. Public Education and Information

- 3.8.1. The Contractor shall, at no cost to the County, provide educational presentations in at least four (4) events during the Term Year as requested by the County. These events may include, but are not limited to, award events, civic meetings, or other public events.
- 3.8.2. Depending on the location of the RMPF, the County may request the Contractor to provide tours. If so, the Contractor shall, at no cost to the County, provide tours upon at least seven (7) calendar days' notice by the County. The Contractor shall provide personnel (bilingual upon request) to lead the tour and all necessary personal safety equipment. Designated areas for tour-group participants to safely observe the operations of the RMPF will be jointly agreed to in writing by both the County and the Contractor prior to conducting any tours.

4. DESIGNATED FACILITIES AND STANDARDS

4.1. Designated Facilities

- 4.1.1. The following facilities are designated for receipt and/or processing of Recyclable Materials pursuant to this Agreement:

4700 Middle Avenue	250 Jackson Rd
Sarasota, FL 34234	Venice, FL 34292

- 4.1.2. The Designated Facilities and their locations may be changed only with prior written approval by the Administrative Agent.

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- 4.1.3. The Contractor shall maintain telephone communication capability at all Designated Facilities and shall provide such contact information to the Administrative Agent and keep such information up-to-date.

4.2. Sole Responsibility

The Contractor shall be fully responsible for all aspects of the management, operations, and maintenance of the Designated Facilities.

4.3. Compliance with Laws and Regulations

The Designated Facilities will comply at all times with all applicable local, State and Federal laws, regulations, permits and similar requirements, including all applicable requirements concerning noise, odors, effluent and emissions. The Contractor will warrant that any work performed on County property or in a location partially or entirely under the Contractor's control will be performed in accordance with OSHA requirements and all applicable Florida labor laws, regulations, and standards.

4.4. Right to Inspect

The County shall have access to all Designated Facilities during operating hours, and to any County-owned facilities at all times. The County shall have the right, during the Contractor's hours of operation, to inspect both the operating and maintenance practices of the Contractor. Operating practices shall include, but not be limited to, the receipt, separation, Processing, loading, storage and transportation of Recyclable Materials and Recovered Materials. The Contractor shall reasonably accommodate the County's inspection rights described herein, provided it does not create a safety hazard.

4.5. Jackson Road Transfer Station Standards (if applicable)

- 4.5.1. The County shall provide for the Contractor's use of three (3) covered bays and one (1) adjacent service area for receiving and transferring of Recyclable Materials at the extreme eastern-most part of the Jackson Road Transfer Station (JRTS). Contractor shall use the bays exclusively to perform those functions necessary to meet its obligations under this Agreement and for no other purpose.
- 4.5.2. Contractor shall compare the tonnage of inbound Recyclables to the JRTS with the tonnage of Recyclables transferred to the Contractor's RMPF on a weekly basis, at a minimum, to monitor the performance of the scales. The Contractor shall notify the Administrative Agent of any discrepancies upon discovery.
- 4.5.3. Contractor shall be liable to the County for any damage to or destruction of the bays or any surrounding property owned by the County that is caused by an act of the Contractor, its employees, agents, or invitees. Contractor shall operate the Jackson Road Transfer Station in a manner that avoids abnormal wear and tear to the facility. Contractor shall make all repairs caused by Contractor damage in a timely manner.
- 4.5.4. Contractor, at its own expense, may make modifications to the Jackson Road Transfer Station as necessary to meet its obligations under this Agreement. Prior to commencing any modifications, Contractor shall present its plans to the County for written approval. Contractor shall obtain any and all required permits. All modifications to the Jackson Road Transfer Station Facility shall become fixtures thereto, and shall remain the property of the County following the termination of this Agreement.
- 4.5.5. All Recyclable Materials shall be tipped inside the receiving bays. No Recyclable Materials may be tipped outside the receiving bays.
- 4.5.6. The Contractor shall make every effort to remove all materials from the tip floor by the end of each day. Any materials remaining on the tip floor overnight must be covered and secured, at a minimum using a tarp.

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- 4.5.7. The Jackson Road Transfer Station shall be operated to minimize the escape of dust and odors and minimize vectors. The Contractor shall routinely clean receiving areas and bays.
- 4.5.8. The Contractor shall be required to pick up any and all litter (including any glass spillage) that blows or falls from the Jackson Road Transfer Station onto the Transfer Station site or adjoining or surrounding property by the end of each workday or by the end of the first shift, if multiple shifts are operated.
- 4.5.9. The Contractor shall be responsible for the locking and unlocking of the Jackson Road Transfer Station entrances. As the Jackson Road Transfer Station is a multiple-use site, the Contractor shall coordinate with other users of the site in order to accommodate their access to the site.
- 4.5.10. The County will provide and maintain the unattended scales to weigh all vehicles that enter and exit the Jackson Road Transfer Station.
- 4.5.11. The County may elect to discontinue use of the Jackson Road Transfer Station for the delivery of Recyclable Materials. The County will provide the Contractor with sixty (60) calendar days notice prior to discontinuing use.

4.6. Standards for Facilities Located Within Sarasota County (if applicable)

- 4.6.1. Recyclable Materials receipt and storage shall be suitably enclosed to provide protection from the weather. All Recyclable Materials shall be tipped inside the receiving bays. No Recyclable Materials shall be tipped outside the receiving bays. All unprocessed Recyclable Materials storage and processing shall be under roof. Processed or Recovered Materials storage shall also be under roof. Storage areas shall meet Sarasota County code for fire prevention. Any outdoor storage of Recovered Materials shall be in enclosed and covered containers. Loose, unsorted Recyclable Materials shall be processed within 48 hours from receipt, and within 72 hours following delivery on a Saturday or after a holiday.
- 4.6.2. The facility shall be operated to minimize the escape of dust and odors. The Contractor shall routinely clean tip floor, process and storage areas.
- 4.6.3. The Contractor shall be jointly and severally required to pick up any and all litter (including any glass spillage) that blows or falls from the facility onto the facility site or adjoining or surrounding property by the end of each workday or by the end of the first shift, if multiple shifts are operated. All on-site parking areas and roadways shall be swept at least once per month.
- 4.6.4. The Contractor shall be jointly and severally responsible for security of the facility and shall maintain adequate protective security which, at a minimum, shall include locking of all access gates and building entrances as appropriate and use of security lighting.
- 4.6.5. All landscaping shall be maintained by the Contractor in good condition in order to maintain the aesthetic quality of the facility.

5. PAYMENTS TO CONTRACTOR

5.1. County Residential Recyclables Payments

5.1.1 Each month, the Contractor shall calculate the Average Market Value (AMV) of the County Residential Recyclables, defined as the sum of the Southeast USA regional average commodity prices (U.S. Dollars per Ton) first posted in the month for which payment is being made in RecyclingMarkets.net multiplied by the composition percentages as defined in Exhibit B. If at any time during the term of this Agreement RecyclingMarkets.net no longer posts or otherwise fails to provide the applicable market indices, then the parties shall mutually select an appropriate replacement source for the

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required information from among the sources recycling industry professionals utilize to obtain reliable Recovered Material pricing information.

- a. AMV shall be deducted from a Contractor's Fee of one hundred seventy-seven dollars and twenty-eight cents (\$177.28) per Ton.

5.1.2 Contractor acknowledges and accepts that the formula outlined in Section 5.1.1 shall be used for calculating revenue throughout the term of the Agreement. It is intended to reflect the current value of County Residential Recyclables, but might not be an exact calculation of that value. Any and all costs associated with accepting, Processing, marketing, and transporting County Residential Recyclables shall be the responsibility of the Contractor.

5.2. Invoicing and Payment

5.2.1. No later than the fifteenth (15th) day of each month, the Contractor shall submit a monthly report detailing the total payment due to the Contractor in a form acceptable to the County, for the County Residential Recyclables delivered to the Designated Facilities during the previous month.

5.2.2. Payment of said amount, detailed in the monthly report, shall be made in accordance with the Prompt Payment Act.

5.3. Participating Municipalities' Revenue and Fees

The Contractor shall be capable of accepting Non-County Recyclables from Participating Municipalities; however, any revenue payments or Processing fees to Participating Municipalities for delivery of Non-County Recyclables shall be negotiated between the Contractor and the Participating Municipality. The County is not responsible for payment of any Processing fees for Non-County Recyclables delivered to the Designated Facilities.

6. PERFORMANCE

6.1. Designated Representative

6.1.1. Any notices or communication required or permitted to be made to either the County or the Contractor under this Agreement shall be made to the Designated Representative in writing:

If to the Contractor: Resource Recovery Systems, LLC
5210 West Linebaugh Ave
Tampa, FL 33624
Attention: Mary Kassabaum
Manager

If to the County: Solid Waste Collections Division
8750 Bee Ridge Road
Sarasota, FL 34241

6.1.2. Notice shall be deemed to be given: (a) if personally delivered, when delivered; (b) if mailed, five (5) days after receipted delivery to the U.S. Mail; (c) if delivered to Federal Express, or any other nationally recognized overnight carrier, one business day after delivery to such overnight carrier. Each party, by similar written notice given five (5) days in advance to the other parties in the aforesaid manner, may change the address to which notice may be sent.

6.2. Liquidated Damages

6.2.1. Basis for Liquidated Damages: The County and Contractor acknowledge and agree that it is impossible to precisely determine the amount of damages that would be incurred by the County due to those failures or circumstances described in this section and for

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which the contractor would otherwise be liable. Accordingly, the parties agree the liquidated damages set forth herein are reasonable under the circumstances. Therefore, the following constitute liquidated damages, not penalties, for the Contractor's failure to perform in accordance with the provisions of this Agreement.

- 6.2.2. Process: The County shall notify the Contractor in writing of its decision to assess liquidated damages. If the Contractor desires to challenge the decision, it must do so in writing within seven (7) calendar days after receipt of notice from the County. The request shall specify the grounds upon which the Contractor objects to the assessment of liquidated damages by the County. The matter shall be referred to the Administrative Agent who shall rule on the Contractor's challenge. The Administrative Agent's ruling shall constitute a final determination of the matter. Notwithstanding the preceding, if either party is dissatisfied with the final determination of the Administrative Agent, they shall retain the right to utilize the dispute resolution procedures set forth in Section 9.4 of the contract.
- 6.2.3. Payment: The Contractor shall add any assessed liquidated damages to the following month's payment.
- 6.2.4. Amount of Liquidated Damages: The County may assess liquidated damages in the amounts listed below.

Violation	Liquidated Damages
a. Failure to accept Recyclable Materials during scheduled receiving hours (Section 3.1.1 and 3.2)	\$500 per unaccepted load
b. Failure to provide a daily average delivery vehicle turnaround time of 15 minutes or less (Section 3.1.5)	\$100 per day
c. Operation of the Jackson Road Transfer Station outside of specified operation hours. (Section 3.2)	\$100 per day
d. Disposing of Recyclable Materials or Recovered Materials without prior approval of the Administrative Agent (Section 3.5.1)	\$1,000 per occurrence
e. Failure to dispose of non-recyclable materials generated at Designated Facilities located in Sarasota County at the County's Central Solid Waste Disposal Complex (Section 3.5.2)	\$1,000 per load
f. Failure to submit timely records and reports (Section 3.7)	\$100 per calendar day late
g. Failure to cover and secure any materials remaining on the Jackson Road Transfer Station floor at the end of the day. (Section 4.5.5)	\$50 per day
h. Failure to control litter at the Jackson Road Transfer Station, if applicable (Section 4.5.8)	\$100 per day
i. Failure to make timely payment to the County (Section 5.2.2)	\$100 per calendar day late

7. TERMINATION

7.1. County's Termination for Cause

- 7.1.1. In the event there should occur any material breach or material default in the performance of any covenant or obligation of Contractor which has not been remedied within thirty (30) calendar days after receipt of written notice from the County specifying such breach or default (or such longer period of time as is reasonably

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necessary to cure any such breach or default which is not capable of being cured within thirty (30) calendar days, provided that the Contractor has undertaken the cure within such thirty (30) calendar days, and proceeds diligently thereafter to cure in an expeditious manner), the County may, if such breach or default is continuing, terminate this Agreement upon written notice to the Contractor.

- 7.1.2. If the Contractor fails to cure its breach or default as specified in Section 7.1.1, the County may terminate this Agreement upon ten (10) days written notice.
- 7.1.3. The County may enter into a separate contract for the completion of the Agreement, according to its terms and provisions, or use such other methods as in County's sole opinion shall be required for the completion of the Agreement.
- 7.1.4. The Contractor shall be liable for and shall pay to County all damages, costs, and charges incurred by the County, together with the cost of completing the terms and provision of the Agreement.
- 7.1.5. Upon receipt of Notice of Termination, Contractor shall promptly discontinue all affected work unless the Notice of Termination directs otherwise, deliver or otherwise make available to County all data, drawings, specifications, reports, estimates, summaries, such other information as may have been required under the terms of Agreement whether completed or in process.
- 7.1.6. If after Notice of Termination is issued, it is determined for any reason that Contractor was not in breach or default, then the rights and obligations of the County and the Contractor shall be the same as if the Notice of Termination had not been issued pursuant to the termination for cause clause as set forth in Section 7.1.1 hereof.
- 7.1.7. The following events shall, without limitation, constitute a material breach or a material default by Contractor for purposes of this Section 7.1:
 - a) If Contractor shall abandon as hereinafter defined, the operation of the Designated Facilities for a period of seven (7) calendar days unless caused by event of Force Majeure. As used herein, the term "abandon" shall refer to voluntary cessation of the operation of the Designated Facilities and a withdrawal of all operating and maintenance personnel.
 - b) The failure of Contractor to process County Residential Recyclables for a period of seven (7) consecutive days at any time after the Commencement Date. Processing shall include Processing at the designated RMPF or any other RMPF utilized due to extenuating circumstances. The use of a RMPF, other than as designated herein, shall first be approved for use by the Administrative Agent.
 - c) If the Contractor's hazardous substance contingency plan, as required by Section 3.7.1 herein, shall fail to comply with all federal and state regulations regarding the handling of Hazardous Waste.
 - d) The failure of Contractor to pay amounts owed to the County under the terms of this Agreement within thirty (30) calendar days after such amounts become finally due and payable, unless the Contractor has requested an extension and the extension has been granted.
 - e) If Contractor shall be generally not paying its debts when they become due; shall have filed, or consented by answer or otherwise to the following against it of, a petition for relief or reorganization and bankruptcy or insolvency law of any jurisdiction; shall make an assignment for the benefit of its creditors in lieu of taking advantage of any such bankruptcy or insolvency law; shall consent to the appointment of custodian, receiver, trustee or other officer with similar powers with respect to any substantial part of its property; shall be adjudicated insolvent or shall take corporate action for the purpose of any of the foregoing.

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- f) The default by Contractor with respect to any obligation to any third party pertaining to the Contractor or to the Designated Facilities, which may permit any third party, either immediately or following notice and/or the passage of time to accelerate the maturity of any obligation of the Contractor, to assume control of the Contractor or take possession of or to transfer or cause to be transferred to any third party any portion of the assets of the Contractor, but only if such default materially interferes with or prevents Contractor's performance under the terms of this Agreement.
- g) If the Contractor shall fail to diligently perform its work in accordance with the requirements of this Agreement.

7.2. County's Termination for Convenience

- 7.2.1. The County shall have the right to terminate this Agreement for convenience by giving written notice to the Contractor sixty (60) days in advance of termination. However, under no circumstances shall such termination of this Agreement be effective prior to December 31, 2018.
- 7.2.2. The County reserves the right to cancel this Agreement on shorter notice if, in the sole opinion of the County, the Contractor's performance poses a threat to County property, operation, or to the health or safety of any person.

7.3 Contractor's Termination for Cause

- 7.3.1 In the event there should occur any material breach or default in obligations of the County, which has not been remedied within thirty (30) calendar days after receipt of written notice thereof from the Contractor specifying such breach or default (or such longer period of time as is reasonably necessary to cure any such breach or default which is not capable of being cured within thirty (30) calendar days, provided that the County has undertaken the cure within such thirty (30) calendar days, and proceeds diligently thereafter to cure in an expeditious manner), the Contractor may, if such breach or default is continuing, terminate this Agreement upon written notice to the County.
- 7.3.2 If the County fails to cure its breach or default as specified in Section 7.3.1, the Contractor may terminate this Agreement upon ten (10) days written notice.
- 7.3.3 If after Notice of Termination is issued, it is determined for any reason that County was not in breach or default, then the rights and obligations of the County and the Contractor shall be the same as if the Notice of Termination had not been issued pursuant to the termination for cause clause as set forth in Section 7.3.1 hereof.

8. INSURANCE REQUIREMENTS

Before performing any work under this Agreement, Contractor shall procure and maintain during the life of the Agreement, unless otherwise specified, insurance as specified in Exhibit C of this Agreement.

9. OTHER TERMS AND CONDITIONS

9.1. Assignment or Transfer

The Contractor shall be prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of its responsibilities under this Agreement, or its rights, title or interest therein or its power to execute such Agreement to any person, company, corporation, or partnership without prior written notice and consent and approval of Sarasota County, which consent and approval may be withheld at Sarasota County's sole discretion.

RECYCLABLE MATERIALS PROCESSING AND MARKETING SERVICES

EXHIBIT A – TECHNICAL SPECIFICATIONS

9.2. Taxes

Contractor shall pay all applicable sales, consumer, use and other similar taxes required by Federal, State and local law. Contractor is responsible for reviewing the pertinent State Statutes involving the sales tax and complying with all requirements.

9.3. Dispute Resolution

County and Contractor shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner and agree that if resolution cannot be made, they may attempt to mediate the conflict. If mediation is attempted and does not settle any dispute or action which arises under this Agreement or which relates in any way to this Agreement or the subject matter of this Agreement, such dispute shall be subject to litigation as either party may elect. Any such mediation, if attempted, shall be conducted in Sarasota County and the costs shared equally by both parties.

9.4. Force Majeure

- 9.4.1. Except for any payment obligation by either party, if the County or Contractor is unable to perform, or is delayed in its performance of any of its obligations under this Agreement by reason of any event of force majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for the County or Contractor to correct the adverse effect of such event of force majeure.
- 9.4.2. An event of "Force Majeure" shall mean the following events or circumstances to the extent that they delay the County or Contractor from performing any of its obligations (other than payment obligations) under this Agreement:
- a) Strikes and work stoppages unless caused by a negligent or willful act or omission of Contractor or its agents or assigns;
 - b) Acts of God, tornadoes, hurricanes, floods, sinkholes, fires, and explosions (except those caused by negligence of Contractor, its agents, and assigns), landslides, earthquakes, epidemics, quarantine, pestilence, and extremely abnormal and excessively inclement weather;
 - c) Adoption or change (including a change in interpretation, enforcement or permit requirement) of any federal, state, local or foreign law after the Effective Date of this Agreement, preventing or materially impacting performance of or compliance with the obligations hereunder.
 - d) Acts of public enemy, acts of war, terrorism, effects of nuclear radiation, blockades, insurrection, riots, civil disturbances, or national or international calamities; and
 - e) Suspension, termination or interruption of utilities necessary to the operation of the Designated Facilities.
- 9.4.3. In order to be entitled to the benefit of this section, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party specifying in detail the event of Force Majeure and shall further be required to use its best efforts to cure the event of Force Majeure.

9.5. Equal Employment Opportunity

The Contractor shall comply with all Federal, State, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

RECYCLABLE MATERIALS PROCESSING AND MARKETING SERVICES

EXHIBIT A – TECHNICAL SPECIFICATIONS

9.6. Protection of Resident Workers

- 9.6.1. The Contractor shall establish appropriate procedures and controls so no service under this Agreement will be performed by any worker who is not legally eligible to perform such services.
- 9.6.2. The County shall have the right to immediately terminate this Agreement if the County determines that the Contractor has failed to perform satisfactorily with respect to its employment practices in support of Federal Immigration and Nationality Act (INA).
- 9.6.3. The Contractor shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and shall require all subcontractors to confirm employment eligibility in the same manner.

9.7. Miscellaneous

- 9.7.1. Succession of Agreement. This Agreement and the rights and obligations contained herein shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- 9.7.2. Survival. Any rights either party may have in the event it terminates this Agreement pursuant to the terms hereof shall survive such termination.
- 9.7.3. Relationship. Nothing contained in this Agreement shall constitute or be construed to be or create a partnership, joint venture or any other relationship between Contractor and County.
- 9.7.4. Further Assurance. Contractor and County agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all such further documents and perform such acts as shall reasonably be requested of it in order to carry out this Agreement and give effect hereto. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties declare their intention to cooperate with each other in effecting the terms of this Agreement.
- 9.7.5. Time of the Essence. For purposes herein, the parties agree that time shall be of the essence of this Agreement and the representations and warranties made are all material and of the essence of this Agreement.
- 9.7.6. Captions and Section Headings. Captions and Section headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this Agreement, nor the intent of any provision hereof.
- 9.7.7. No Waiver. No waiver of any provision in this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.
- 9.7.8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Agreement.
- 9.7.9. Gender. All terms and words used in this Agreement, regardless of the number and gender in which used, shall be deemed to include any other gender or number as the context or the use thereof may require.
- 9.7.10. Entire Agreement and Modification. This Agreement constitutes the entire understanding and Agreement between the parties and may not be changed, altered or modified except by an instrument in writing signed by all parties against whom

RECYCLABLE MATERIALS PROCESSING AND MARKETING SERVICES EXHIBIT A – TECHNICAL SPECIFICATIONS

enforcement of such change would be sought. In any event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given nearest legal meaning or be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

- 9.7.11. Severability. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, or supplemented, or otherwise affected by such action remain in full force and effect.
- 9.7.12. Schedules. All schedules attached hereto contain additional terms of this Agreement. Typewritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.
- 9.7.13. Governing Law. This Agreement shall be construed and interpreted according to the laws of the State of Florida and venue with respect to any litigation shall be Sarasota County, Florida.
- 9.8.14. Attorney Fees. In the event of arbitration or litigation between the parties regarding this Agreement, each party shall be responsible for their own attorney's fees and costs.

(END EXHIBIT A)

RECYCLABLE MATERIALS PROCESSING AND MARKETING SERVICES EXHIBIT B – FEE SCHEDULE

The Contractor's Fee will be \$177.28 per ton for the period of October 1, 2018 through September 30, 2019. If the Average Market Value (AMV) is less than the Contractor's Fee the County shall pay Contractor the dollar for dollar difference.

The payment per Ton shall be calculated as follows:

Each month, the Contractor shall calculate the AMV of the County's County Residential Recyclables, defined as the sum of the Southeast USA regional average commodity prices (U.S. Dollars per Ton) first posted in the month for which payment is being made in RecyclingMarkets.net multiplied by the composition percentages of the County's County Residential Recyclables, as defined in the table below, which calculates the AMV for June 2018.

Material	Index Description	Index Value (June 2018)	Market Value (\$/Ton)	*Material %	AMV (\$/Ton)
Newspaper	PS 8 baled, F.O.B. seller's dock	7.50	\$7.50	17.2%	\$1.29
Corrugated containers	PS 11 baled, F.O.B. seller's dock	72.5	\$72.50	9.0%	\$6.53
Mixed paper	PS 1 baled, F.O.B. seller's dock	-10.0	-\$10.00	29.5%	-\$2.95
Steel cans	\$/Ton, sorted, baled and delivered	165.0	\$165.00	2.2%	\$3.63
Aluminum cans	Cents/lb., sorted, baled and delivered	77.0	\$1,540.00	1.5%	\$23.10
PET	Cents/lb., baled and picked up	16.75	\$335.00	5.4%	\$18.09
Natural HDPE	Cents/lb., baled and picked up	39.5	\$790.00	1.2%	\$9.48
Colored HDPE	Cents/lb., baled and picked up	14.5	\$290.00	1.4%	\$4.06
Plastics #3-#7	Cents/lb., baled and picked up	-1.5	-\$30.00	1.5%	-\$0.45
Glass (3 Mix)	\$/Ton, delivered	-22.5	-\$22.50	24.5%	-\$5.51
Aseptic Containers	None at this time	0.0	\$0.0	0.2%	\$0.00
Rejects	N/A	0.0	\$0.00	6.4%	\$0.00
				100.0%	\$57.27

Note: The index values for June 2018 are used for estimation purposes only, and are subject to fluctuation. Composition values are based on the most recent Recyclables Composition Study approved by the County.

The AMV shall be deducted from the Contractor's Fee (\$177.28).

<p>EXAMPLE CALCULATION: \$177.28 - \$57.27 = \$120.01 / per Ton paid by County to Contractor</p>

**RECYCLABLE MATERIALS PROCESSING AND MARKETING SERVICES
EXHIBIT C – INSURANCE REQUIREMENTS**

CONTRACTOR'S INSURANCE

Contractor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Contract, insurance coverage (including blanket-form endorsements) and limits as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

Insurance requirements itemized in this Contract and required of the Contractor shall extend to all subcontractors to cover their operations performed under this Contract. The Contractor shall be responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

Insurance carriers providing coverage required herein must be approved to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VII or better.

Each insurance policy required by this Contract shall apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.

The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject.

Contractor shall furnish Certificates of Insurance to the County Administrative Agent evidencing the types and amounts of coverage, including endorsements, required by this Contract prior to commencement of work and prior to expiration of the insurance contract, when applicable. Such Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day notice of cancellation (10 days for non-payment of premium) or non-renewal of coverage. Notwithstanding these notification requirements, the Contractor will be required to provide County with at least 5 days prior written notice of any policy cancellation or non-renewal.

County reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

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EXHIBIT C – INSURANCE REQUIREMENTS**

- A. WORKERS' COMPENSATION:** Contractor shall maintain Workers' Compensation insurance in accordance with Florida Statutes, Chapter 440. Employers Liability to be included with a minimum limit of \$500,000.00 per accident/per disease/per employee. If work is to be performed over or adjacent to navigable water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included.

In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Workers' Compensation policy for all personnel on the worksite.

- B. COMMERCIAL GENERAL LIABILITY:** Contractor shall maintain Commercial General Liability per ISO form CG0001 or its equivalent, including but not limited to coverage for premises and operations, personal injury, products & completed operations, liability assumed under an insured contract, and independent contractors with limits of not less than \$1,000,000.00 each occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract. There shall be no exclusions for explosion, collapse and underground hazards.

Contractor agrees to endorse **Sarasota County Government** as an additional insured on the Commercial General Liability coverage, via blanket-form endorsement.

- C. BUSINESS AUTOMOBILE LIABILITY:** Contractor agrees to maintain Business Automobile Liability with limits not less than \$1,000,000.00 combined single limit for each accident covering all Owned, Non-Owned & Hired automobiles used in the performance of this Contract. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

If the Contractor is shipping a product via common carrier, the contractor shall be responsible for any loss or damage sustained in delivery/transit.

- D. UMBRELLA/EXCESS LIABILITY:** Contractor agrees to maintain Umbrella or Excess Liability with limits not less than \$2,000,000.00 each occurrence and in the aggregate. Coverage shall follow the terms of the underlying insurance, including the additional insured provisions.

- E. POLLUTION LIABILITY:** Contractor shall maintain Pollution Liability coverage with limits not less than \$1,000,000 per claim/occurrence for bodily injury, property damage and environmental damage from sudden

RECYCLABLE MATERIALS PROCESSING AND MARKETING SERVICES
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and gradual occurrences resulting from pollution conditions arising out of the work or services performed under this Contract (including any transportation and disposal of hazardous materials or pollutants). Coverage shall include, but not be limited to, third party liability, clean up, corrective action including assessment, remediation and defense costs.

If coverage is written on a claims-made basis: a. Any retroactive date shall precede the effective date of this Contract; b. Contractor shall provide certificates of insurance evidencing the required coverage for a period of two years after final payment under this Contract is made, or provide evidence showing Contractor has obtained a two-year extended reporting period endorsement.