

**AGREEMENT BETWEEN COUNTY AND CONTRACTOR FOR  
GOODS AND SERVICES**

THIS AGREEMENT, effective this 20<sup>th</sup> day of August in the year, 2013, between:

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, (hereinafter COUNTY), located at 2401 S.E. Monterey Road, Stuart, FL 34996

AND the CONTRACTOR:                   Justin Industries, Inc.  
(hereinafter CONTRACTOR)           dba R3 Recycling  
7040 Seminole Pratt Whitney Road, Suite 25-176  
Loxahatchee, FL 33470-5714  
561-790-0313

Bid Name:                                   Construction & Demolition Debris Processing

Bid Number:                               RFP2013-2628

Term:                                       Five (5) years plus one 5-year renewal option

Not to Exceed Amount:                 \$ 20,000,203.00

**WHEREAS**, COUNTY has previously determined that it has a need for goods and/or services more specifically outlined in the Request for Proposals (RFP) and the Scope of Services; and

**WHEREAS**, COUNTY solicited competitive bids for such services pursuant to the Martin County proposal number referenced on Page 1 of this Agreement; and

**WHEREAS**, COUNTY awarded the Contract to CONTRACTOR; and

**WHEREAS**, CONTRACTOR has represented that it is able to satisfactorily provide the services and or materials according to the terms and conditions of the RFP, which is incorporated herein by reference, and the terms and conditions contained herein; and

**NOW THEREFORE**, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. **Services to be Performed.** The CONTRACTOR hereby agrees to provide the COUNTY with goods and services, as requested and more specifically outlined in the Scope of Services attached hereto and made a part hereof as Exhibit A, this Agreement and all subsequent official documents that form the Contract Documents for this Agreement, including any additional contract terms contained herein.

2. **Time of Service.** Services shall be performed in a timely manner, as specified in the Request for Proposal or as set forth herein.

3. **Term of Agreement/Option of Renewal.** This Agreement shall be in effect from the date of execution and for the term indicated on Page 1 of this Agreement and any extensions thereof. This Agreement may be renewed subject to execution of a written agreement between the COUNTY and CONTRACTOR for up to 90 additional days. This option shall be exercised only if all terms and conditions remain the same. Notice of intent to renew shall be sent to the CONTRACTOR no later than 90 days prior to expiration of the first five (5) year term.

4. **Amendment of the Agreement.** This Agreement may be amended only by mutual written agreement signed by the parties. No statement, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or is binding upon any of them. The parties acknowledge that this agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

5. **Assignment/Subcontracting.** The CONTRACTOR shall perform all services and provide all goods and equipment required by this Agreement. No assignment or subcontracting shall be allowed without the prior written consent of the COUNTY. In the event of a corporate acquisition and/or merger, the CONTRACTOR shall provide written notice to the COUNTY within thirty (30) business days of CONTRACTOR'S notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this Agreement, which shall not be unreasonably exercised by the COUNTY, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state or federal laws. Action by the COUNTY awarding a bid to a bidder, which has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purpose of this Agreement.

6. **Termination/Default.** COUNTY shall notify CONTRACTOR of any failure to comply with any requirement in the Scope of Work and shall notify CONTRACTOR in writing of such failure/default. CONTRACTOR shall correct such failure/default within five (5) working days. COUNTY shall have the right to terminate this Agreement if such correction is not made within the time specified above. COUNTY reserves the right to cancel this Agreement, without cause, by giving one hundred eighty (180) days prior written notice to the CONTRACTOR of the intention to terminate. Failure of the CONTRACTOR to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the sole discretion of the COUNTY.

7. **Compensation.** COUNTY shall pay CONTRACTOR upon CONTRACTOR'S completion of, and COUNTY'S acceptance of, the services required herein, in the amounts specified in the Price Schedule attached hereto and made a part hereof as Exhibit B. Prices shall remain firm for the initial five (5) year term.

8. **Permit/ Licenses.** CONTRACTOR must secure and maintain any and all permits and licenses required to complete this Agreement.

9. **Audit.** The CONTRACTOR shall retain all public records relating to this Agreement for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, COUNTY reserves the right to have access to such records as required in this section for the purpose of inspection or audit during normal business hours, at the COUNTY'S cost, upon five (5) days prior written notice. Public records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business between the COUNTY and the CONTRACTOR.

10. **Minimum Insurance Requirement.** The CONTRACTOR must maintain insurance in at least the amounts required throughout the term of this Agreement or any renewals or extensions. The CONTRACTOR must provide a Certificate of Insurance in accordance with the Insurance Requirements and as set forth herein naming the COUNTY as an additional named insured evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Agreement.

- a. **Loss Deductible Clause:** The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.
- b. **Worker's Compensation Insurance:** The Contractor shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of its employees connected with the work of this project and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation statute, the Contractor shall provide, and cause each subcontractor to provide adequate insurance, satisfactory to the COUNTY for the protection of its employees not otherwise

protected. Coverage to include Employers Liability \$100,000 each accident, \$100,000 each Disease/Employee and \$500,000 each Disease/Maximum.

- c. Commercial Automobile Liability Insurance: The Contractor shall take out and maintain during the life of this agreement Comprehensive Automobile Liability Insurance for "Any Auto" (owned, hired and non owned) for a minimum of \$1,000,000 Combined Single Limit.
- d. Commercial General Liability Insurance: The Contractor shall take out and maintain during the life of this agreement Commercial General Liability insurance Including coverage for bodily injury, property damage, personal/advertising injury and products/completed operations for negligent acts which may arise from operations under this Agreement whether such operations are alone or by anyone directly or indirectly employed by it. The policy should include Contractual Liability to cover the hold harmless and indemnity provision as set forth in this agreement. A per project limit of liability is required. The amounts of such insurance shall be the minimum limit as follows:

Each Occurance -	\$1,000,000
Personal/Advertising Injury -	\$1,000,000
Products/Completed Operations Aggregate -	\$2,000,000
General Aggregate -	\$2,000,000
Fire Damage -	\$100,000 and 1 fire
Medical Expense -	\$10,000 any 1 person

- e. Commercial Automobile and General Liability Insurance: The Contractor shall require each of its subcontractors to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of his subcontractors in its policy, as specified above.

**11. Indemnification.** CONTRACTOR shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the COUNTY from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, person or property by or from the said CONTRACTOR; or by, or in consequence of any neglect in safeguarding the work; or by the use of unacceptable materials in the construction of improvements; or on account of any act or omission, neglect or misconduct of the said CONTRACTOR; or by, or on account of, any claim or amounts recovered under the "Workers Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the COUNTY. The first ten dollars (\$10.00) of compensation received by the CONTRACTOR represents specific consideration for this indemnification obligation.

**12. Governing Law.** The laws of the State of Florida shall govern this Agreement.

**13. Independent Contractor Status and Compliance with the Immigration Reform and Control Act of 1986.** The CONTRACTOR is and shall remain an independent contractor and is neither agent, employee, partner nor joint venture of COUNTY. CONTRACTOR acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control act of 1986 located at 8 U.S.C. 1324, et. Seq., and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the Agreement, at the discretion of COUNTY.

**14. Severability.** The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement to be impossible or performance.

**15. Conflict of Interest.** CONTRACTOR represents that it has no interest and shall acquire no interest(s), which conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part 111, of the Florida Statutes, CONTRACTOR further represents that no person having any interest shall be employed for said performance. CONTRACTOR shall notify COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that CONTRACTOR may undertake and request an opinion from COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by CONTRACTOR, COUNTY shall so state in the notification and CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict with respect to services provided to COUNTY by CONTRACTOR under the terms of this Agreement.

**16. Documents Comprising Agreement.** The Agreement documents shall include this Agreement as well as the following documents, which are incorporated herein by reference.

- a. Martin County's Request for Proposal and all of its addenda and attachments which are part of the RFP set forth above.
- b. Contractor's Certificate of Insurance required in the Request for Proposal;
- c. Contractor's response to the RFP or soliciting document.

**17. Payment.** Martin County, in its sole discretion, will determine the method of payment for goods and/or services as part of this agreement based upon the CONTRACTOR'S response to the RFP. Payment Methods include:

- a. Traditional – payment by check, wire transfer or other cash equivalent.
- b. Standard – payment by purchasing card, Martin County's Purchasing Card Program is supported by standard bank credit suppliers (i.e. VISA and MasterCard), and as such, is cognizant of the Rules for VISA Merchants and MasterCard Merchant Rules.

**18. Dispute Resolution.**

18.1 As a condition precedent to the filing of any legal proceedings, the parties shall endeavor to resolve claim disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the COUNTY shall select the mediator, who, if selected solely by the COUNTY, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediator.

18.2 **Attorney's Fees.** The parties expressly agree that each party will bear its own attorney's fees incurred in connection with this Agreement.

18.3 **Venue.** This Agreement and the terms hereof shall be construed in accordance with the laws of the State of Florida and venue for all actions in a court of competent jurisdiction shall lie in Martin County, Florida.

18.4 **Non-jury trial.** The parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected with this Agreement.

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have executed this Agreement as of the date first above written.

**REVIEWED BY**

**BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA**

\_\_\_\_\_  
John Polley  
Utilities & Solid Waste Director

\_\_\_\_\_  
Taryn Kryzda  
County Administrator

**JUSTIN INDUSTRIES, INC.  
DBA R3 RECYCLING**

\_\_\_\_\_  
Justin D'Adamo  
President

**APPROVED AS TO FORM AND  
CORRECTNESS BY COUNTY ATTORNEY**



## EXHIBIT A

### 1. Description of Services

The Contractor shall process and recycle materials incoming from Construction & Demolition Debris (C&D) and Trash. Materials, including but not limited to, Cardboard, Paper, Dirt, Soil, Concrete, Tile Products, Drywall, Plaster, Fiberglass, Flooring Products, Furniture, Carpet, Fiber Materials, Glass, Metals, Lumber Products, Plastics, Toys, Styrofoam, Tires, Vegetation, Appliances, Cabinets, Bathtubs, Toilets. Construction Material, Demolition Material and trash is received from commercial businesses and residents. The Contractor must recycle at least 65% of all incoming Construction Debris, Demolition Debris, and Trash. Contractor is responsible for providing offsite beneficial reuse, marketing, resale and end use of recyclable and unrecyclable material. Contractor shall be required to process all materials inside the Construction and Demolition building (C&D Building).

The designated space in the C&D Building for the Contractor shall be referred to as the "Contractor's specified site" throughout this bid.

- 1.0 The Martin County Solid Waste Transfer Facility is located at 9101 SW Busch St. Palm City, Florida 34990 (Facility). The Facility has a 6.3 acre site that will be dedicated to incoming construction and demolition material and trash. This includes a 36,000 square foot metal building dedicated to indoor processing of incoming C&D and Trash.
- 1.1 The County receives approximately 35,000 tons of construction material, demolition material and trash annually. These tonnages are an estimate only. Hurricanes or tropical storms can change the tonnages of material that is brought into the solid waste facility's processing site. No guarantee is stated or implied by this estimated tonnage.

### 2. Supplemental Services & Natural Disasters

- 2.0 In the event of a natural disaster, the Contractor may be asked to provide additional services to the County. This will include supplemental processing at the Facility, or other approved County processing sites in the County within fifteen (15) days of the natural disaster.
- 2.1 In the event of a natural disaster, the County reserves the right to hire additional or replacement Contractors, should the awarded Contractor not possess the necessary equipment or resources to accomplish the required emergency supplemental work. This additional service only applies to the Solid Waste Department; no statement is given or implied for the rest of Martin County's emergency operation plan.

### 3. Processing & Disposal

- 3.0 Processing shall be defined as any method in which materials are prepared for reuse and resale. The County will consider various processing and recycling methods. The Contractor's processing technology shall neither prevent nor limit the County in selecting, or modifying materials for disposal, reuse or recycling. The Contractor must recycle or reuse at least 65% minimum of all incoming Construction Debris, Demolition Debris, and Trash. The Contractor will be required to use the County's disposal contract for all materials that are not recyclable. This material is required by Contract to go to the Okeechobee landfill at a cost to the Contractor of \$29.00 per ton. This disposal cost will be deducted from the Contractor's monthly billing invoice to the County.
- 3.1 The Contractor shall provide all labor, cost, equipment and material necessary to process all incoming Construction Material, Demolition Material, and Trash for Recycling. Contractor will

furnish the same for out-going processed or recycled materials, contaminated materials, or non-recyclable materials.

- 3.2 The Contractor is responsible for the marketing and resale of all materials that are processed by the Contractor for recycling, from C&D material or trash that is brought into the Facility.
- 3.3 The Contractor shall be responsible for the separation of potentially damaging materials, such as rocks, metals or any other items that may be damaging or harmful to the Contractor's processing equipment. This includes material that has been contaminated.
- 3.4 The Contractor shall be responsible for litter control and litter prevention, of Contractor's Processing operations and Contractor's site, including the areas surrounding Contractor's specified site. Litter shall be cleaned up, on a daily basis. Contractor shall sweep the Contractor's specified site on a daily basis. The Contractor shall use a magnet to control nail issues on the Contractor's site and on all roads leading into and out of the Contractor's specified site on a daily basis. The Contractor's site shall be maintained in an orderly manner. The Contractor shall implement a good housekeeping policy as to keep residents and customers from damaging their vehicles, tires or equipment on the Contractor's specified site.
- 3.5 Any accident or incident must be reported immediately to the Solid Waste Administrator verbally. An email, documenting incident or accident must be sent to the Solid Waste Administrator with in (twenty-four) 24 hours. A written documentation of personal or bodily injury incident or accident must be given to the Solid Waste Administrator immediately after seeking appropriate medical help, if needed. The Contractor shall have a written operations protocol for safety and reporting of any accident, available to all employees and the County.
- 3.6 The Contractor is required to use bollards or other containment devices to contain processed recycled material.
- 3.7 The Contractor is required to keep all Contractors' equipment stored on concrete or asphalt in the Contractor's specified site.
- 3.8 The Contractor shall process and remove all material in a timely manner, never leaving more than (30) thirty business days' worth of processed recycled material on the Contractors specified site. A request for extension for storage of processed recycled material must be made by email or letter to the Solid Waste Administrator, before the end of the 30 business days. The Contractor must have written permission from the Solid Waste Administrator for extended storage time. If the Contractor is found to be in violation of storing processed material longer than 30 business days, without written extension from the Solid Waste Administrator, the Contractor will be given one written or emailed notice to comply with a directive to remove said materials. A fine of \$500.00 per day will commence upon day seven, after receipt of notice to Contractor, if Contractor has not corrected non-compliance issue. The County retains the right to remove and dispose of any material that violates the terms of this agreement at the Contractor's expense. This will be solely at the cost of the Contractor, and will be deducted from the Contractor's monthly invoice to County. Any fines levied against the contractor will be deducted from the Contractor's monthly billing invoice.
- 3.9 The Contractor shall process all material in a timely manner, never leaving more than an accumulation of (five) 5 business days' worth of non-processed material, on the Contractor's site. If the Contractor is found to be in violation of storing non processed materials longer than 5 (five) business days, The County reserves the right to start disposing of non-processed materials on day 6(six). Any request for extension of time, must be made by written or emailed request to the Solid Waste Administrator, before day 5 (five). The County retains the right to remove and dispose of, any material that violates the terms of this agreement. This will be solely at the cost of the Contractor. Any disposal cost arising from an incident in which the County has to dispose of non-processed materials, will be invoiced to the Contractor by the County.
- 3.10 All Activities by the Contractor will be conducted in compliance with applicable Federal, State, and local laws, rules, regulations and guidelines. The Contractor must submit an Annual



Recovery Materials Report, and a Construction and Demolition Facility Report to The Department of Environmental Protection before February 1st of each year. The Contractor shall provide the County, copies of all reports that have been sent to other governmental agencies. All reports need to be given to the County within (five) 5 days of submitting reports to other governmental agencies.

- 3.11 The County shall obtain the Department of Environmental Protection Operating Permit. The Contractor shall be responsible for obtaining any required permits, or certifications from local and state agencies that are needed to operate legally.
- 3.12 The Contractor shall be responsible for dust control of processed or processing vegetative, non-vegetative, wood waste material, or other materials on site in accordance with the DEP Settlement Agreement. The Contractor shall be responsible for dust control of all Contractors operations inside the C&D Facility and outside the C&D Facility.
- 3.13 The Contractor shall furnish the County activity reports on an as needed basis. These reports shall be sent to the Solid Waste Administrator by email, when asked to do so.
- 3.14 The Contractor is required to keep their equipment and supplies (including fuels, oils, and other liquids) from causing contamination to nearby storm water systems by following best management practices for storage, maintenances, and disposal of such products. The Contractor shall be solely responsible for remediation costs and fines of any regulatory prohibited impacts to the storm water or water sources, by any contamination, resulting from the Contractors operations. The Contractor is required to clean any grease, oil, hydraulic fluid, fuel or any other material that is spilled or leaked on County property due to day to day operations or equipment maintenance immediately. The Contractor is to notify the Solid Waste Administrator verbally of any spill or leak that is greater than (15) fifteen gallons immediately. A written or emailed report shall be sent to the Solid Waste Administrator within (24) twenty-four hours of incident. Photographs of spill or leak, and cleanup, shall be included in the report. The Contractor shall have a written operations protocol for prevention, cleanup, reporting of leaks and spills. This plan must be in an area available to all employees.
- 3.15 The Contractor shall provide a roll off to store tires, in the C&D recycling area, for tires that have been pulled from loads of C&D/Trash or that have come from the Contractor's operations. The Contractor will weigh all tires as an incoming load of material, on the County's scales one time per month. Contractor may pay the County for disposal or may find other options for disposal or recycling. The County has a set rate of \$120.00 per ton for disposal of tires (passenger or vehicle tires). This fee will be deducted from the Contractor's monthly billing invoice if tires are disposed of through the County. The Contractor shall not direct customers, businesses or individuals to use the County's disposal area for tires once the load has been weighed in by the scale house as C&D.
- 3.16 Hazardous waste that has been pulled from incoming loads of material will be processed as commercial waste by the Contractor. The Contractor shall be required to sort, process and pay for legal disposal of any hazardous waste materials accepted by the Contractor. The Contractor may not use Martin County's Household Hazardous Waste Facility (HHHW) for disposal of Hazardous Materials. Businesses or customers may not be directed to the HHHW facility by the Contractor or the Contractor's employees. The Contractor shall have an operations plan to address hazardous waste and other contamination issues.
- 3.17 The Contractor shall conduct operations so as not to damage the paved asphalt surface or concreted areas within the processing area at the Solid Waste Facility Site. Upon investigation, if it is determined that the Contractor is responsible for damaged surface, the Contractor shall be responsible for repairing the asphalt surface or concrete areas to County specifications. Contractor shall be responsible for damage to buildings or facilities that the Contractor uses or occupies. Contractor shall be responsible for repairing any damages to County specifications within a timely manner. Contractor must notify the Solid Waste Administrator immediately upon

discovery of any damage to County Property by the Contractor or Contractors employees. Damages must be reported verbally with a follow up email to the Solid Waste Administrator within (24) twenty-four hours of discovery of incident. Included in the report shall be photographs of the damage. The Contractor shall have a written operations protocol for prevention of accidents and incidents. This plan must be in an area available to all Contractors' employees.

- 3.18 The Contractor shall provide an operator and supervisor who are thoroughly knowledgeable in all aspects of the operations, maintenance and coordination of process operations. The contractor shall have a minimum of (2) two years of industry processing and supervision for supervisors and (2) two years of experience for heavy equipment operators. The Contractor's supervisors shall be certified as Transfer Station or Material Recovery Operators.
- 3.19 The Contractor shall abide by all OSHA standards for workplace safety.
- 3.20 The Contractor must have at least one (1) certified landfill spotter stationed at the processing site, every day, when processing, sorting, moving material for recycling, or recycling material. The County requires that the Contractors other personnel, be properly trained as landfill spotters, if not certified.
- 3.21 The Contractor is entitled to 100% of all incoming C&D material and trash except clean concrete.
- 3.22 The Martin County Solid Waste Transfer Facility hours of operation are as follows: Monday thru Friday 8:00Am to 5:00Pm, Saturday 8:00Am to 12:00Pm. The facility is closed on Sundays, and the following legal holidays: Memorial Day, Labor Day, Fourth of July, Thanksgiving Day, Christmas Day, and New Year's Day. The Contractor shall operate on the same schedule as the Facility, unless approved by the Solid Waste Administrator.
- 3.23 Stockpiling Material. Contractor shall have the right to store or stockpile materials, which have been processed for up to thirty (30) business days on the Contractor's specified site. This is subject to compliance with all DEP regulations and subject to space constraints at the C&D facility and only in the event that such storage or stockpiling of processed material does not emit any Objectionable Odor where Objectionable Odor is defined as "Any odor present in the outdoor atmosphere, by which itself, or in combination with other odors is or may be harmful or injurious to human health, or welfare, which unreasonably interferes with the comfortable use of life or property, or which creates a nuisance." A request for an extension on storage must be made to the Solid Waste Administrator by email.
- 3.24 The Contractor must have a Procedures Plan, available for all Contractors' employees, which will include protocol for hurricanes, safety, accidents, incidents and injuries. This plan shall also address hazardous waste issues. The Procedures plan shall include protocol for cleanup, containment, reporting, emergencies and appropriate phone number for local and state agencies that may need to be contacted. The Procedures plan must also include the appropriate chain of command of Contractor's supervisors, County's supervisors and their phone numbers. The County must be given a copy of the Contractor's Procedure Plan, within (thirty) 30 days of Contractor's startup operations at the Facility.

#### **4. Responsibility of Martin County**

- 4.0 The County shall make available to the Contractor, certified scales and accurate documentation of incoming construction material, demolition materials, and trash.
- 4.1 The County will also make available to the Contractor certified scales and accurate documentation of outgoing recycled or processed material, including material that is outgoing for disposal.
- 4.2 The County shall have available scale attendants to provide accurate documentation for billing purposes.

- 4.3 The County will work with the Contractor to help minimize contaminated loads. Scale attendants will communicate directly with Contractor to ensure customers are charged for the appropriate material classification. Contractor must notify scale house attendants of contaminated loads or miss-classed loads before customers leave the Contractor's specified site.
- 4.4 The County will pay the Contractor based on incoming tonnages and or yardage of C&D material and trash. This will be invoiced on a monthly basis. Any items disposed of thru the County will be deducted from the Contractor's monthly invoice before payment. Any fines levied against the Contractor for non-compliance will be deducted from the monthly billing invoice before payment.
- 4.5 The County will load unrecyclable material into Contractor provided transportation trucks for disposal, at no cost to Contractor. Contractor is required to pay for disposal of all unrecyclable material and associated hauling costs. Contractor is required to use the County's contracted site for disposal of unrecyclable material.
- 4.6 All requests, issues, problems or needs for assistance can be made verbally, but require a follow up email to the Solid Waste Administrator for documentation.

## **5. Fugitive Emissions & Responsibility of Contractor**

- 5.0 The County believes that the recycling of Construction Debris, Demolition Debris, or trash is beneficial to the environment, by providing a useful end product, while reducing the amount of waste material that is landfilled.
- 5.1 The recycling of such material is typically accomplished by the use of recycling equipment (chippers, tub grinders, conveyors, screens, separators, magnets, etc.) which have the potential to generate fugitive emissions. These types of operations or facilities can operate in compliance with FDEP air rules through the use of reasonable precautions to control fugitive emissions.
- 5.2 The County operates under a FDEP permit, (available upon request) and a FDEP Settlement Agreement.
- 5.3 The Contractor shall be responsible for taking reasonable precautions to control fugitive emissions, which are outlined in the FDEP Settlement Agreement and Operating Permit.
- 5.4 Fugitive Emissions shall be defined as:
  - a) Visible Emissions (dust or particulate) - Visible emissions from the Processing operations shall not equal or exceed 20% opacity.
  - b) Objectionable odor is defined as "Any odor present in the outdoor atmosphere, by which itself, or in combination with other odors is or may be harmful or injurious to human health, or welfare, which unreasonably interferes with the comfortable use of life or property, or which creates a nuisance."
- 5.5 Reasonable Precautions shall include the following by the Processing Contractor:
  - a) Removal of sufficient amounts of end products from the site for sale, reuse, or disposal each month. This applies to the Contractor if also hauling processed material for off-site beneficial reuse or disposal.
  - b) Turning, moving, grinding, or disposal operations, shall only be operated during periods when prevailing winds will not impact the surrounding area, or populations. The Contractor will monitor wind speeds, ceasing all operating activities until conditions improve.
  - c) The Contractor shall wet wood waste or vegetative wood waste material, at transfer point preceding trammel screen. The contractor shall wet material before loading, processing, disposal, and end use or moving.
  - d) The Contractor shall use barriers to help reduce wind born erosion of storage piles.

## **6. Required Daily Monitoring & Records**

- 6.0 Date, time, hours of operations, which will include the name and title of operators, or staff.
- 6.1 Date, time, amount and method, when watering methods were used to control fugitive emissions. Staff and operator name shall be included.
- 6.2 Date, time, wind speed and operator's name, when operations were ceased due to potential excessive particulate or dust emissions. This record of activities for fugitive emissions shall be maintained on-site for a minimum of three (3) years by the Contractor. The County shall have access to all records at all times. The County shall be issued a copy of a monthly report on all activities concerning fugitive emissions. This report shall be mailed with the monthly billing statement.
- 6.3 The Contractor shall pay all applicable fines by FDEP or any other agency that levies a fine against the County for regulation violations related to the attached settlement agreement and Solid waste permit. This applies for any of the Contractor's day to day operations that violate the terms of the FDEP settlement agreement.

## **7. Building Occupancy & Maintenance Of C&D Building & Contractor's Specified Site**

- 7.0 The Contractor is required to mulch or grind any material inside the C&D Building.
- 7.1 The Contractor must pay for any and all damages done to the C&D Building or surrounding asphalt or concrete surfaces, if done by the Contractor or Contractor's employees.
- 7.2 The Contractor must pay for any damages to the C&D Building's fire suppression and monitoring system, including any callouts from the fire suppression system due to Contractor's operations. Any damages or Invoicing resulting from Contractors operation from callouts, or damage to the fire suppression system will be invoiced to the Contractor by the County.
- 7.3 The Contractor is required to do daily maintenance and housekeeping in the Contractor's specified site.
- 7.4 The Contractor or Contractor's employees are not allowed to use, disturb, take, borrow, move, remove or use, any item or supplies, equipment, including materials that have been set aside for recycling or disposal, that belong to any other Contractor or the County, unless the Contractor or Contractor's employees have been given written permission to do so, by the Solid Waste Administrator or Contractor that the item, supplies, equipment or materials belong to.
- 7.5 The Contractor or Contractor's employees may not trespass in any facility or building, or site that is occupied by another Martin County Contractor or Martin County Personnel, unless given written permission by the Solid Waste Administrator or the Contractor who is legally occupying the Martin County building, facility, or site.
- 7.6 The Contractor's employees are not allowed to access any part of the Facility grounds unless they have been given permission to do so by the Solid Waste Administrator.
- 7.7 The Contractor is required to pay the monthly electrical bill for Contractor's electrical usage in the Construction and Demolition Building. Before The Contractor occupies the C&D Building, the Contractor will be required to put the FPL meter in the Contractors name.
- 7.8 The Contractor's equipment and storage of equipment must be kept on concreted or asphalted surfaces with in Contractor's specified site.
- 7.9 The Contractor must keep spill kits and absorbent material available for employees and customers.

## **8. Additional Services**

- 8.1 All grinding of any material must be done inside the confines of the C&D building.

- 8.2 Contractor shall sweep the work area each day that Contractor performs work at the Facility. Contractor must perform daily housekeeping of the C&D building and the contractors specified site. The Contractor must use a magnet daily to insure that customer's vehicle tires are not damaged by nails.
- 8.3 Contractor shall use misting system inside building to insure dust control as needed.
- 8.4 Contractor shall provide the following additional services (the "Additional Services") at Contractor's expense, no later than sixty (60) days following the date Contractor begins work at the Facility
  - a) Install fencing; to the extent such fencing does not already exist on-site, in the locations shown in Exhibit B attached hereto, for the purpose of helping contain debris and litter.
  - b) Install misting sprinklers, to the extent such sprinklers do not already exist on-site, in the C&D Building for the purpose of helping contain dust. The County will provide, at its expense, a water supply adequate to properly operate the misting sprinklers.
- 8.5 Contractor may use maintenance building on site for equipment repairs.
- 8.6 The Contractor shall begin processing C&D material by the yard no later December 1, 2013.
- 8.7 MSW recyclables must be weighed at the scalehouse. Martin County will be charged \$32.50 per ton for all recyclables processed by contractor.
- 8.8 Martin County will only load processed non-recycles for disposal and processed metals.

**9. Price**

The County shall pay the Contractor as follows:

Processing Incoming C&D Material	\$ 8.00/Yard
Processing Incoming C&D Material	\$32.50/Ton
Processing Incoming Clean Concrete	\$ 0/Yard
Processing Incoming Clean Concrete	\$ 0/Ton
Recycling MSW from transfer station	\$32.50/ton
All other clean tile/concrete not in roll-offs	\$18.00/ton