

CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT TRACKING NO.
CM2344

CONTRACTOR INFORMATION

Name: Republic Services of Florida, Limited Partnership

Address: 8619 Western Way Jacksonville FL 32256
City State Zip

Contractor's Administrator Name: Jennifer Janssen Title: Municipal Services Manager

Tel#: (904) 314-9737 Fax: _____ Email: jjanssen@republicservices.com

CONTRACT INFORMATION

Contract Name: Plastic Recycling Contract Value: \$1000 per yr \$6000 total estimate

Brief Description: Recycling of plastic from Nassau County recycle sites. Product is hauled to Republic Services of Jacksonville at \$70/ton

Contract Dates : From: 7-1-16 to: 1-1-17 Status: New Renew Amend# WA/Task Order

How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other _____

If Processing an Amendment:

Contract #: _____ Increase Amount of Existing Contract: _____

New Contract Dates: _____ to _____ TOTAL OR AMENDMENT AMOUNT: _____

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

1. [Signature] 7/8/16
Department Head Signature Date

2. [Signature] 7/11/16
Contract Management Date

3. [Signature] 7-12-16
Office of Management & Budget Date

4. [Signature] 7-16-16
County Attorney (approved as to form only) Date

Submitting Department
1) 70357534-543003 thru 9/30/16

2) begun 10/1/16 01357534-543003

16 JUL 11 AM 10:31
16 JUL 18 AM 8:15

Comments: _____

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

[Signature] 7/18/16
Ted Selby Date

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk's Services; Contractor (original or certified copy)
- Copy: Department
- Office of Management & Budget
- Contract Management
- Clerk Finance



We'll handle it from here

SERVICE AGREEMENT FOR RECYCLABLE MATERIALS Materials Recycling Facility

ACCOUNT NUMBER

Company
E-MAIL jjanssen@republicservices.com

Payment Terms:

Customer to pay Republic

Customer: Nassau County ("Customer")

Customer Address: 46026 Landfill Road, Callahan, FL 32011

Phone: 904-530-6702 Fax: 904-879-6323

County: Nassau State: FL Zip: 32011

e-Mail: bidden@nassaucountyfl.com Start Date: 7/01 /2016
End Date: 12/31/2016

Company: Republic Services of Florida, Limited Partnership, a Republic Services company ("Republic")

TYPE OF WASTE	RATE				
(x) Plastic	\$70.00	Per ton or	\$		Per cubic yard
() Commercial OCC	\$	Per ton or	\$		Per cubic yard
() Commercial Single Stream	\$	Per ton or	\$		Per cubic yard
() Residential Single Stream	\$	Per ton or	\$		Per cubic yard
() Residential Dual Stream	\$	Per ton or	\$		Per cubic yard
() Other:	\$	Per ton or	\$		Per cubic yard
(x) Environmental Rec Fee \$15 per load		(x) Fuel Fee 4.91%			

Estimated Monthly Tonnage 6

The undersigned individual signing this Agreement on behalf of the Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign this Agreement on behalf of Customer.

BY: [Signature] TITLE: Co. Mgr
(AUTHORIZED SIGNATURE)
7-J. Selby DATE OF AGREEMENT: 7/18/16
CUSTOMER NAME (PLEASE PRINT)

BY: _____ TITLE: _____
(AUTHORIZED SIGNATURE)

COMMENTS

FOR OFFICE USE ONLY

Rate based on <u> </u> lbs/yd.										
ID NUMBER	NATIONAL ACCOUNT NUMBER			CUSTOMER CATEG.	CASH TOLERANCE	TYT/OFCE	CREDIT ANALYST			
SITE NUMBER	REFORMIT/MS/OF/EBUF	TERM	RENEW DATE	C.P.I.	PROBES/TUR/VI	PURCHASE ORDER NUMBER		S.I.C.		
TERRITORY	SALES REPRESENTATIVE	TAX CODE	TAX EXEMPTION NUMBER	TRANS CODE	SFBT/POID/PEF	DPN/OL/PLPS/DPF				
RENEW	MIG	CREDIT APPROVAL	CREDIT LIMIT	CONTRACT APPROVAL	ENTERED BY	DATE				
Z	C	Z	C							

TERMS AND CONDITIONS

1. Delivery of Recyclable Materials. Customer shall deliver all Recyclable Materials (as defined below and designated above) generated by customer or generated in the area served by Customer whether collected by Customer or Customer's subcontractor to the Materials Recycling Facility located at 7000 Imeson Road, Jacksonville, FL 32219 (the "MRF").

2. Definitions. "Recyclable Materials" means all of or any of the following if marked above: Clean OCC, Commercial OCC, Commercial Single Stream, Residential Single Stream, Residential Dual Stream and/or Other. "Clean OCC" means corrugated containers with a composition that contains 90% or greater of corrugated containers and no more than 10% Out-Throws or Prohibited Materials (as defined below). "Commercial OCC" means corrugated containers with a composition that contains between 70% and 90% corrugated containers and no more than 30% Out-Throws or Prohibited Materials. "Commercial Single Stream" means an inbound stream in which all paper fibers, plastics, metals, and other containers are mixed in a collection truck, instead of being sorted by the commercial location (business) into separate commodities. Commercial single stream originates exclusively from commercial business. "Out Throw" means all papers that are manufactured or treated in such a form that is unsuitable for use as the grade otherwise applicable to the Recyclable Materials. "Residential Single Stream" means an inbound stream in which all paper fibers, plastics, metals, and other containers are mixed in a collection truck, instead of being sorted by the resident into separate commodities. Residential single stream originates exclusively from households. "Residential Dual Stream" means an inbound stream in which all paper fibers are separate from all plastics, metals, and containers in a single collection vehicle. Residential single stream originates exclusively from households.

TERMS AND CONDITIONS

3. Delivery Procedures: Operation of the MRF.
SERVICE AGREEMENT FOR RECYCLABLE MATERIALS

(a) Acceptance of Recyclable Materials. Republic shall have the right in its sole discretion to reject

delivery of any Recyclable Materials offered for acceptance by Customer at the MRF that do not meet the specifications under this Agreement or which is a Prohibited Material. To the extent any load of Recyclable Materials, or any type of Recyclable Material, is rejected by the recycling facility or not of the intended specifications, quality or grade, Republic shall notify Customer and Customer shall pay any damages, costs and penalties incurred by Republic with respect to such rejection or lesser specifications, quality or grade.

(b) Operation of the MRF/Procedures. Customer's delivery of Recyclable Materials to the MRF, which shall occur only during the MRF's posted hours, shall be governed by the procedures applicable to customers utilizing the MRF as Republic may modify such procedures from time to time. Notwithstanding anything in this Agreement to the contrary, Republic shall have the right, in its sole discretion, to close the MRF, in whole or in part, either temporarily or permanently, at any time for any reason and the delivery of Recyclable Materials shall be suspended or adjusted accordingly. Upon any such permanent closure, Republic shall have the right to terminate this Agreement.

(c) Customer's Compliance with Applicable Laws. Customer shall collect, transport and deliver Recyclable Materials to the MRF in compliance with all Applicable Laws and the procedures referenced in Section 3(b). "Applicable Laws" means all then applicable federal, state and local laws, regulations, ordinances, rules, permits, licenses, and governmental orders or directives applicable to the collection, transportation, use or reuse of the Recyclable Materials or the MRF.

(d) Title to Recyclable Materials. Customer represents and warrants to Republic that either Customer or its customer shall hold clear title, free of all liens, claims and encumbrances, to the Recyclable Materials delivered by Customer to the MRF. Title to, and risk of loss and responsibility for, Recyclable Materials delivered to the MRF by Customer shall pass at the time such Recyclable Materials are removed from the delivery vehicle at the MRF. Title to Prohibited Material shall remain with Customer and shall never be deemed to pass to Republic.

4. Term. Unless sooner terminated pursuant to Section 7, this Agreement shall commence as of the start date indicated on the first page of this Agreement ("Effective Date") and shall remain in full force and effect for twenty-four (24) consecutive months following the Effective Date ("Initial Term"). Upon mutual agreement of Republic and Customer the Initial Term may be extended for one twenty-four (24) consecutive month term ("Renewal Term"). Upon expiration or termination of this Agreement, the obligations of Customer to deliver and of Republic to accept Recyclable Materials shall terminate; provided, however, that all other rights and obligations of the parties under this Agreement (including those with respect to payment and indemnification) shall survive such expiration or termination.

5. Recycling Fees.

(a) Fees. The party designated on the first page of this Agreement shall receive the fee listed for the Recyclable Materials from the other party (the "Recycling Fee").

(b) Payment, Deposit. Republic shall transmit an itemized invoice to Customer of all Recycling Fees and other charges under this Agreement on a periodic basis as set forth on the first page of this Agreement. All invoices shall be paid within sixty (60) days after receipt of invoice.

(c) Fuel Fee. Fuel fee is variable and corporate adjusts the rate on the 15th of the month based on the On-Highway Diesel posted by the EIA.

6. Prohibited Material.

(a) Delivery of Prohibited Material. Customer agrees that it shall not deliver any Prohibited Materials to the MRF. If Customer delivers Recyclable Materials that contains both Recyclable Materials and Prohibited Materials, the entire delivery shall constitute Prohibited Material if the Prohibited Material cannot be separated from the Recyclable Materials through the reasonable efforts of Republic, as Customer's agent to cause such separation, with the cost of such separation to be paid by Customer.

(b) Weighing and Inspection of Waste by Republic. Republic shall weigh all waste at the MRF and the weight so determined shall be final and conclusive on both Customer and Republic. Republic shall have the right, but not the obligation, to inspect any of Customer's trucks to determine whether the waste delivered is Recyclable Materials or Prohibited Materials. Customer acknowledges and agrees that any failure by Republic to perform any such inspection or to detect Prohibited Material despite such inspection shall in no way relieve Customer from its obligation to deliver only Recyclable Materials or from its other obligations under this Section 6.

(c) Rejection of Prohibited Material. If Customer delivers Prohibited Material to the MRF, Republic

may, in its sole discretion: (i) reject such Prohibited Material at Customer's expense; or (ii) if Republic does not discover such Prohibited Material in time to reject and reload such Prohibited Material, after giving Customer telephonic notice thereof and a reasonable opportunity to dispose of such Prohibited Material, Republic may, as Customer's agent, dispose of such Prohibited Material at a location authorized to accept such Prohibited Material in accordance with all Applicable Laws and charge Customer all direct and indirect costs incurred due to handling, delivery and disposal of such Prohibited Material, unless Customer otherwise elects to arrange for disposal of the Prohibited Material. If Customer elects to dispose of such Prohibited Material, it shall do so within such time period as Republic reasonably deems necessary or appropriate in connection with the operation of the MRF, including the preservation of the health and safety of its employees. If after electing to do so Customer does not dispose of the Prohibited Material within such time period, Republic may dispose of such Prohibited Material as set forth above. Notwithstanding the foregoing to Customer, and Customer shall pay the direct and indirect costs set forth above. Republic shall have the right to dispose of Prohibited Material as Customer's agent in emergency situations where in Republic's reasonable judgment a delay in such disposal could constitute a hazard to the MRF or any person on, about or near the premises.

(d) Definition of Prohibited Material. For the purposes of this Agreement, "Prohibited Material" means: (i) any material that is not Recyclable Materials; (ii) any material that by reason of its composition, characteristics or quantity is defined as a "hazardous material," "hazardous waste," "hazardous substance," "extremely hazardous waste," "restricted hazardous waste," "toxic substance," "toxic waste," "toxic pollutant," "contaminant," "pollutant," "infectious waste," "medical waste," "radioactive waste," or "sewage sludge" under any Applicable Law; (iii) any material that requires other than normal handling, storage, management, transfer or disposal; or (iv) any other material that may present a substantial endangerment to public health or safety, may cause applicable air quality or water effluent standards to be violated by the normal operation of the MRF, or because of its size, durability or composition cannot be delivered to the MRF or has a reasonable possibility of otherwise adversely affecting the operation of the MRF.

7. Default.

(a) Events of Default. Each of the following shall be an event of default by Customer under this Agreement: (i) Customer fails to pay any amount due, if any, as and when the same becomes due under this Agreement; or (ii) Customer fails to perform any other term, covenant or agreement contained in this Agreement on its part to be performed and such failure continues for a period of thirty (30) days after written notice to Customer specifying the nature of such failure and requesting that it be remedied.

(b) Remedies on Default. Whenever any event of default by Customer shall have occurred and be continuing, Republic shall have the following rights and remedies, which shall be in addition to any other remedies provided by Applicable Law or this Agreement: (i) upon the end of any applicable grace period in this Section 7, Republic shall have the option to immediately terminate this Agreement unless during such period Customer has taken remedial steps the effect of which would be to enable Customer to cure such event of default within an additional fifteen (15) day period following the expiration of such grace period; and (ii) if Customer is then in default, Republic shall have the option, without terminating this Agreement, to stop accepting Recyclable Materials delivered by Customer until such default is cured or this Agreement is terminated. If Republic stops accepting Recyclable Materials, Customer shall pay Republic a service interruption fee in an amount determined by Republic in its discretion up to the maximum amount allowed by Applicable Law.

8. Indemnification. Customer shall indemnify, defend (upon request by Republic) and hold harmless Republic and its officers, directors, employees, agents, affiliates, parent, subsidiaries, successors and assigns (the "Republic Indemnified Parties") from and against any and all claims, counterclaims, suits, demands, actions, causes of actions, setoffs, fines, attachments, judgments, debts, losses, liabilities, damages, costs, expenses or other liabilities (including attorneys' fees, expert witness fees, litigation expenses, and court or other costs incurred in any proceeding) of any nature whatsoever (collectively, "Losses"), whether arising out of a claim or loss of or damage to property or injury to or death of any person, including any Republic Indemnified Party, or otherwise, caused by or arising out of (a) Customer's breach of this Agreement, or (b) Customer's negligence or willful misconduct.

9. Insurance. During the term of this Agreement, Customer shall maintain the following insurance coverage's:

Workers' Compensation:

Coverage A	Statutory
Coverage B – Employer's Liability	\$1,000,000 each Bodily Injury by Accident \$1,000,000 policy limit Bodily Injury by Disease \$1,000,000 each occurrence Bodily Injury by Disease
Automobile Liability:	
Bodily Injury/Property Damage Combined – Single Limit	\$3,000,000 Coverage applies to all owned, non-owned, hired and leased vehicles (including trailers) and must include MCS-90 endorsement for pollution liability coverage.
Commercial General Liability:	
Bodily Injury/Property Damage Combined – Single Limit	\$2,000,000 each occurrence \$3,000,000 general aggregate (including products/completed operations)

All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VIII. Customer shall deliver the Certificates of Insurance evidencing the foregoing policies to Republic before Customer delivers any waste to the MRF pursuant to this Agreement. The Certificates and the insurance policies required by this Section 9 shall contain a provision that provides that the insurance coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to Republic. With the exception of the workers' compensation policy, Republic and the Republic Indemnified Parties shall be shown as additional insured's under all of the insurance policies required by this Section 9. The policies required by this Section 9 shall be primary and the insurance providers shall agree to waive their rights of subrogation against Republic.

10. General.

- (a) **Force Majeure.** Except for Customer's obligation to pay the Recycling Fee and all Tax/Host Fees/Charges, neither party hereto shall be liable for its failure to perform hereunder due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, labor disputes, riots, terrorist acts, compliance with or changes in Applicable Law, fires, the loss, suspension, revocation or non-renewal of any permit, license or approval with respect to MRF and/or acts of God ("**Force Majeure**"). Any failure or delay in performance because of a Force Majeure event shall not constitute a breach of this Agreement, but shall entitle the affected party to be relieved of performance during the term of such event and for a reasonable time thereafter.
- (b) **Independent Contractor.** Customer and Republic shall perform their obligations under this Agreement as independent contractors. Neither party nor any of its employees, agents or subcontractors shall be, purport to be, or be deemed, the agent of the other party.
- (c) **Assignment; Binding Effect.** Customer may not assign this Agreement without Republic's prior written consent, which Republic may grant or withhold in its sole discretion. Republic may assign this Agreement without the consent of Customer, and Customer acknowledges and agrees that any such assignment by Republic shall release Republic from any liability under this Agreement from and after the date

of the assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assignees.

(d) **Entire Agreement.** This Agreement supersedes all prior agreements, written or oral, with respect to the subject matter of this Agreement. Only a written instrument signed by both parties hereto may modify this Agreement.

(e) **Severability.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions hereof shall continue in full force and effect without being impaired or invalidated in any way. The parties agree to replace any invalid or unenforceable provision with a valid and enforceable provision that most closely approximates the intent and economic effect of the invalid or unenforceable provision.

(f) **Waiver.** No delay or omission by a party in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by a party on any occasion is effective only in that instance and shall not be construed as a bar to or waiver of any right on any other occasion.

(g) **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the state in which the MRF is located, without giving effect to any choice or conflict of law provision or rule (whether of the state in which the MRF is located or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the state in which the MRF is located.

(h) **Waiver of Jury Trial; Attorneys' Fees.** By execution and delivery of this Agreement, each of the parties knowingly, voluntarily and irrevocably: (i) waives any right to trial by jury; and (ii) agrees that any dispute arising out of this Agreement shall be decided by court trial without a jury. If any legal action or any other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs (including litigation related costs and expert witness fees) leading up to and incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

(i) **Captions.** The captions 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 or the intent of any provision contained in this Agreement.

(j) **Counterparts; Third Party Beneficiaries.** This Agreement may be executed in two or more original, facsimile or pdf counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. This Agreement is intended to be solely for the benefit of the parties hereto and their successors and permitted assignees and is not intended to and shall not confer any rights or benefits on any other third party not a signatory hereto, except as provided in Section 8 of, or expressly provided in, this Agreement.

The undersigned individual signing this Agreement on behalf of the Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of Customer.

CUSTOMER SIGNATURE



DATE: 7/18/16