

MEMORANDUM

Agenda Item No. 8(P)(17)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: October 1, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution authorizing waiver of competitive bidding procedures and a non-competitive purchase pursuant to section 5.03(D) of the Home Rule Charter and section 2-8.1 of the Code by a two-thirds vote of the Board members present; directing the County Mayor to negotiate Contract No. BW-10481 with Compost USA of Highlands County, LLC for a one year term in a total amount not to exceed \$16,000,000.00 with one, one-year option to renew in a total amount not to exceed \$16,000,000.00, which option can only be exercised with Board approval by a majority vote, for Hauling and Disposal of Class B Biosolids for the Water and Sewer Department; authorizing the County Mayor to execute same for and on behalf of Miami-Dade County and exercise all provisions of the contract, including any cancellation or extensions, pursuant to section 2-8.1 of the code of Miami-Dade County and Implementing Order 3-38; and directing the County Mayor to negotiate with other possible vendors for Hauling and Disposal of Class B Biosolids and to provide a report regarding such negotiations to the County Infrastructure, Operations and Innovations Committee within 60 days

Resolution No. R-831-24

This item was amended from the original item as stated in the County Mayor's memorandum.

The accompanying resolution was prepared by the Strategic Procurement Department and placed on the agenda at the request of Prime Sponsor Commissioner Danielle Cohen Higgins.



Geri Bonzon-Keenan
County Attorney

GBK/ks

MDC001

Memorandum



Date: October 1, 2024

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor 

Subject: Bid Waiver Recommendation for Contract BW-10481 to CompostUSA, Three-Year County-Wide Contract for Hauling and Disposal of Class B Biosolids

This item was amended at the September 10, 2024 County Infrastructure, Operations and Innovations Committee to: (1) direct the County Mayor or County Mayor's designee to negotiate with Compost USA of Highlands, LLC a one-year contract for hauling and disposal of Class B Biosolids in the amount of \$16,000,000.00 with one, one-year option to renew in an amount not to exceed \$16,000,000.00 that may be exercised with approval by a majority vote of the Board; and (2) direct the County Mayor or County Mayor's designee to negotiate with other possible vendors who can provide hauling and disposal of Class B Biosolids services for the Water and Sewer Department and provide a report to the Committee within 60 days as to the status of such negotiations. In addition, conforming changes were made to the title of the resolution.

Summary

This item seeks approval of the Board of County Commissioners (the "Board") for a bid waiver to award Contract BW-10481, Hauling and Disposal of Class B Biosolids (the "Contract"), to CompostUSA of Highlands County, LLC ("CompostUSA"). The term of the Contract is three years with a one-year option to renew, and the Contract price is in an amount not to exceed \$64,000,000 for hauling and disposal of biosolids through composting and land application.

Biosolids are nutrient-rich organic materials produced during the wastewater treatment process. The removal of biosolids is essential to maintain effluent quality, which ensures that the water released meets environmental standards and regulatory requirements for safe discharge into the environment. Once biosolids have been removed during the treatment process, they are transported to a disposal site for its end use, which includes composting, land application, landfilling, and other legally permitted disposal methods.

After extensive market research, the Miami-Dade Water and Sewer Department ("WASD") has determined that CompostUSA is the only vendor in Florida that can handle the magnitude of Miami-Dade County's (the "County's") biosolids needs because it currently owns disposal facilities that are in compliance with newly updated State of Florida regulations and has sufficient capacity to handle the County's large volume of biosolids.

Pursuant to section 2-8.1(b)(1) of the Miami-Dade County Code and Implementing Order 3-38, a bid waiver by a two-thirds vote of the Board members present will authorize the County to enter into the Contract with CompostUSA, which requires CompostUSA to haul and dispose of at least 700 wet tons of County biosolids per day via composting and land application. The Contract will: (1) effectively terminate WASD's biosolids emergencies that were declared in September 2023 and January 2024; (2) handle the County's biosolids hauling and disposal needs for the next three (3) to four (4) years; and (3) enable the County to remain in compliance with permits issued by the Florida Department of Environmental Protection ("FDEP") that authorize the County to operate its wastewater treatment facilities.

Recommendation

It is recommended that the Board waive the competitive bidding procedures pursuant to section 5.03(D) of the Home Rule Charter and section 2-8.1(b)(1) of the Miami-Dade County Code, by a two-thirds vote of the Board members present; award the Contract to CompostUSA in a cumulative amount not to exceed \$64,000,000 for a three-year term with one (1) one-year option to renew ("OTR"); and authorize

the County Mayor or County's Mayor's designee to execute the Contract and exercise all provisions contained therein, including the one-year OTR.

Scope

The scope of this item is County-wide in nature.

Delegated Authority

Upon Board approval of the Contract, the County Mayor or County Mayor's designee shall have the authority to execute the Contract and exercise all provisions of the Contract, including any cancellation, renewal, or extension provisions, pursuant to section 2-8.1 of the Miami-Dade County Code and Implementing Order 3-38.

Fiscal Impact/Funding Source

The fiscal impact for the initial three-year term is \$48,000,000. Should the County exercise, at its own discretion, the one-year OTR, the cumulative amount of the Contract would be \$64,000,000.

This Contract will replace Contract 7122-1/23, Groups A, B, and D, which is valued at \$139,242,000 for a ten-year and six-month term and expires on October 31, 2024. The allocation under this Contract is approximately 20 percent higher than Contract 7122-1/23 on an annualized basis, due to increased estimated quantities and the higher pricing of processing biosolids for composting application compared to the cost for land application.

Department	Allocation	Funding Source	Contract Manager
WASD	\$64,000,000	Proprietary Funds	Susan Pascul
Total:	\$64,000,000		

Contract Monitor

Manuel Jimenez of the Strategic Procurement Department (SPD) is the Procurement Contracting Manager.

Background

Biosolids are produced daily as a continuous product of the wastewater treatment process as liquids are separated from solids and treated physically and chemically to produce a semisolid, nutrient-rich product. Biosolids must be repurposed for beneficial uses, such as land application, compost, landscaping application, or other methods authorized by federal, state, and local laws and according to regulations mandated by Chapter 62-640, Florida Administrative Code ("F.A.C."). Land application spreads biosolids onto fields to recycle nutrients and improve soil health. Composting converts biosolids into environmentally friendly soil conditioner and fertilizer, which is more labor intensive but results in a more expensive, higher treated biosolid. The prompt hauling and disposal of the biosolids is crucial for maintaining regulatory compliance in the wastewater treatment process. Proper management of biosolids ensures environmental protection by preventing potential pollution of water bodies and soil and helps to reduce public nuisances, such as unpleasant odors. The County is the largest producer of biosolids in the State of Florida, at approximately 700 wet tons per day.

Due to recent changes to the F.A.C. that are aimed at minimizing nutrient migration and protecting water bodies, the number of disposal facilities available to receive biosolids has significantly decreased. Consequently, utilities statewide are now competing to secure hauling and disposal allocations, which has led to increased pricing and a reduction in the number of vendors with current capacity to haul and dispose of biosolids. As a result, the vendors under the County's existing biosolids contract, Contract 7122-1/23, Group B, ceased hauling biosolids from the County's wastewater treatment plants in late 2023 and early 2024, and a backlog of biosolids began to accumulate at the County's wastewater treatment

plants, which caused residents in certain areas to experience unpleasant odors. In addition to the reduction of available disposal facilities, the prices to haul biosolids to the facilities have escalated, as truckers are now faced with longer routes to a reduced number of facilities with capacity for the County's significant volume of biosolids. The excessive prices to haul and dispose of biosolids has also been exacerbated because the County is competing with other local governments and utilities statewide to secure hauling and disposal allocations.

In response to the escalating situation, the County issued Emergency Contract No. E-10359 for hauling and disposal of biosolids with Synagro South, LLC ("Synagro") in September 2023, which was ratified by the Board via Resolution No. R-1113-23. At that time, Synagro was the only vendor to show it could secure land application disposal sites to meet the County's needs at the increased market value. However, due to the rapid reduction in available sites, Synagro could not sustain consistent disposal of the County's biosolids needs, which, in turn, led to a further accumulation of biosolids at the County's plants.

WASD was then required to declare a second emergency in January 2024 in order expeditiously mitigate the backlog of biosolids. In response, it issued Emergency Contract No. E-10416B with CompostUSA for the hauling and disposal of biosolids to its disposal facilities at a rate of \$102 per ton. The County also entered into Emergency Contract No. E-10416B with three other vendors – Merrell Bros., Inc.; US Submergent Technologies, Inc.; and Synagro South LLC – for additional dewatering services and biosolids disposal at third party sites.

Contract 7122-1/23 and Emergency Contract E-10416B are set to expire on October 31, 2024 and December 30, 2024, respectively, and the County must find a solution for its biosolids needs. CompostUSA is the only vendor that owns its own processing and disposal facilities in the State of Florida. Through the Emergency Contract, it has proven it can provide reliable hauling, disposal, and treatment of the County's biosolids.

Under the Contract, CompostUSA has committed to haul and dispose of 700 wet tons per day of biosolids via composting, which represents 25 loads per day, in addition to taking five (5) loads per day for land application. This commitment will meet or exceed WASD's biosolids production requirements. In addition to its guarantee to manage the current daily tonnage of the County's biosolids production, CompostUSA is continuing to expand its facilities, and it should have additional capacity available by the end of 2024, which will give CompostUSA an estimated offtake capacity of an additional 875 wet tons per day, far exceeding the County's daily biosolids production. Significantly, in light of the expected additional capacity becoming available in the near future, under the Contract, CompostUSA has granted the County the right of first refusal for additional composting capacity.

In a rapidly evolving and highly competitive biosolids disposal market, the approval of this bid waiver and award of the Contract to CompostUSA will ensure the County secures disposal allocation as quickly as possible. Through the Contract's performance and enforcement measures, CompostUSA will be able to meet WASD's biosolids disposal needs, thereby ensuring uninterrupted wastewater treatment operations that are in compliance with regulatory requirements while allowing WASD time to evaluate other options for its long-term biosolids disposal requirements. Accordingly, it is in the County's best interest to award this bid waiver contract pursuant to section 2-8.1(b)(1) of the Miami-Dade County Code and section 5.03(D) of the Home Rule Charter by a two-thirds vote of the Board members present, thereby addressing the County's biosolids needs while allowing WASD sufficient time to evaluate additional options for biosolids treatment and disposal, prepare a competitive scope of work, request proposals, and implement a plan.

Vendor Recommended for Award

Vendor	Principal Address	Local Address	Number of Employee Residents	Principal
			1) Miami-Dade 2) Percentage*	
CompostUSA of Highlands County, LLC	1650 CR 470 West Okahumpka, FL	None	0	Kris Creeden
			0%	

**Provided pursuant to Resolution No. R-1011-15. Percentage of employee residents is the percentage of Vendor's employees who reside in Miami-Dade County as compared to the Vendor's total workforce.*

Due Diligence

Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with SPD's Procurement Guidelines to determine vendor responsibility, including verifying corporate status and that there are no performance and compliance issues through various vendor responsibility lists and a keyword internet search. The lists that were referenced included: convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to CompostUSA's responsibility.

Applicability of Ordinances and Contract Measures

- The two percent User Access Program applies.
- The Small Business Enterprise measures and Local Preference do not apply.
- The Living Wage Ordinance does not apply.



Jimmy Morales
Chief Operating Officer



MEMORANDUM (Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: October 1, 2024

FROM: 
Glen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(P)(17)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☒ Applicable legislation requires more than a majority vote (i.e., 2/3's present ☒, 2/3 membership ☐, 3/5's ☐, unanimous ☐, majority plus one ☐, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ☐, CDMP 2/3 vote requirement per 2-116.1(3) (h) or (4)(c) ☐, CDMP 9 vote requirement per 2-116.1(4)(c) (2) ☐) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved *Daniella Laine Carr* Mayor
Veto _____
Override _____

Agenda Item No. 8(P)(17)
10-1-24

RESOLUTION NO. R-831-24

RESOLUTION AUTHORIZING WAIVER OF COMPETITIVE BIDDING PROCEDURES AND A NON-COMPETITIVE PURCHASE PURSUANT TO SECTION 5.03(D) OF THE HOME RULE CHARTER AND SECTION 2-8.1 OF THE CODE OF MIAMI DADE COUNTY BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT; DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO NEGOTIATE CONTRACT NO. BW-10481 WITH COMPOST USA OF HIGHLANDS COUNTY, LLC FOR A ONE YEAR TERM IN A TOTAL AMOUNT NOT TO EXCEED \$16,000,000.00 WITH ONE, ONE-YEAR OPTION TO RENEW IN A TOTAL AMOUNT NOT TO EXCEED \$16,000,000.00, WHICH OPTION CAN ONLY BE EXERCISED WITH BOARD APPROVAL BY A MAJORITY VOTE, FOR HAULING AND DISPOSAL OF CLASS B BIOSOLIDS FOR THE WATER AND SEWER DEPARTMENT; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND EXERCISE ALL PROVISIONS OF THE CONTRACT, INCLUDING ANY CANCELLATION OR EXTENSIONS, PURSUANT TO SECTION 2-8.1 OF THE CODE OF MIAMI-DADE COUNTY AND IMPLEMENTING ORDER 3-38; AND DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO NEGOTIATE WITH OTHER POSSIBLE VENDORS FOR HAULING AND DISPOSAL OF CLASS B BIOSOLIDS AND TO PROVIDE A REPORT REGARDING SUCH NEGOTIATIONS TO THE COUNTY INFRASTRUCTURE, OPERATIONS AND INNOVATIONS COMMITTEE WITHIN 60 DAYS

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board finds that it is in the best interest of Miami-Dade County to: (a) authorize waiver of competitive bidding procedures and a non-competitive purchase pursuant to section 5.03(D) of the Home Rule Charter and section 2- 8.1 of the Code of Miami-Dade County, by a two-thirds vote of the Board members present, and (b) ~~[[approve award of]]~~¹ >>directs the County Mayor or County Mayor's designee to negotiate<< Contract No. BW-10481 ~~[[to]]~~ >>with<< Compost USA of Highlands County, LLC for Hauling and Disposal of Class B Biosolids for the Water and Sewer Department, in substantially the form attached hereto and made a part hereof, in a total amount not to exceed ~~[[\$48,000,000.00]]~~ >>\$16,000,000.00<< for a ~~[[three-year]]~~ >>one-year<< term ~~[[and]]~~ >>with<< one one-year option to renew in an amount not to exceed \$16,000,000.00>>, which option to renew can only be exercised with approval of the Board by a majority vote<<.

Section 2. This Board further authorizes the County Mayor or County Mayor's designee to execute the contract and to exercise all provisions of the contract, including any cancellation or extensions, pursuant to section 2-8.1 of the County Code and Implementing Order 3-38.

>>**Section 3.** This Board further directs the County Mayor or County Mayor's designee to negotiate with other possible vendors for hauling and disposal of Class B biosolids for the Water and Sewer Department and to provide a report to the County Infrastructure, Operations and Innovations Committee within 60 days as to the status of such negotiations.<<

¹ Committee amendments are indicated as follows: Words stricken through and/or [[double bracketed]] are deleted, words underscored and/or >>double arrowed<< are added.

The foregoing resolution was offered by Commissioner **Danielle Cohen Higgins** ,
 who moved its adoption. The motion was seconded by Commissioner **Raquel A. Regalado**
 and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	absent		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	aye
Roberto J. Gonzalez	absent	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	absent
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 1st day of October, 2024. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA
 BY ITS BOARD OF
 COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK

By: **Basia Pruna**
 Deputy Clerk

Approved by County Attorney as
 to form and legal sufficiency.

SED

Sarah E. Davis

Hauling and Disposal of Class B Biosolids

Contract No. BW-10481

THIS AGREEMENT for the provision of Hauling and Disposal of Class B Biosolids for Miami-Dade County, made and entered into as of this _____ day of _____ by and between CompostUSA of Highlands County LLC, a corporation organized and existing under the laws of the State of Florida, having its principal office at 1650 CR 470, West Okahumpka, FL 34762 (the "Contractor" or "Compost USA"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, Florida 33128 (the "County") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the County and the Contractor have agreed to establish this Agreement for the Hauling and Disposal of Class B Biosolids from the South District Wastewater Treatment Plant (SDWWTP) at Black Point, Central District Wastewater Treatment Plant (CDWWTP) in Virginia Key, and North District Wastewater Treatment Plant (NDWWTP) on a non-exclusive basis; and

WHEREAS the Contractor and the County agree that the Contractor's services shall conform to the Scope of Services set forth on Appendix A and all requirements set forth in this Agreement; and

WHEREAS, the Contractor desires to provide to the County hauling and disposal of Class B and Non-Class B Biosolids in accordance with the terms and conditions of this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Article" or "Articles" mean the terms and conditions delineated in this Agreement.
- b) The words "Beneficial Use" mean the use of Biosolids in a manner which will foster public acceptance, as well as innovative and alternative uses for biosolids such as bioenergy-related uses, beneficial to the land, such as use as a soil amendment, agricultural purposes, composted with yard trash to be distributed and marketed for landscaping application or other beneficial uses as defined under Chapter 62-640 F.A.C. and Chapter 62-709 F.A.C.
- c) The word "Biosolids" means the solid, semisolid, or liquid residue generated during the treatment of domestic wastewater in a domestic wastewater treatment facility, formerly known as "domestic wastewater residuals" or "residuals." Not included is the treated effluent or reclaimed water from a domestic wastewater treatment plant. Also not included are solids removed from pump stations and lift stations, screenings and grit removed from the preliminary treatment components of domestic wastewater treatment facilities, other solids as defined in subsection 62-640.200(30), F.A.C., and ash generated during the incineration of biosolids. Biosolids include products and treated material from biosolids treatment facilities and septage management facilities regulated by the Department.
- d) The words "Non-Class B" is considered biosolids, domestic wastewater residuals, or waste activated sludge(WAS) but not considered grit or screenings.
- e) The words "Central District Wastewater Treatment Plant" or "Central WWTP" mean the Wastewater Treatment Plant located at 3989 Rickenbacker Causeway, Virginia Key, Miami, FL 33149.
- f) The words "Class A biosolids" mean biosolids that meet the Class A pathogen reduction requirements of paragraph 62-640.600(1)(a), F.A.C., the vector attraction reduction requirements of paragraph 62-640.600(2)(a), F.A.C., and the parameter concentrations of paragraph 62-640.700(5)(a), F.A.C.
- g) The words "Class AA biosolids" mean biosolids that meet the Class AA pathogen reduction requirements of paragraph 62-640.600(1)(a), F.A.C., the vector attraction reduction requirements of paragraph 62-640.600(2)(b), F.A.C., and the parameter concentrations of paragraphs 62-640.700(5)(a) and (b), F.A.C.
- h) The words "Class B biosolids" mean biosolids that meet the Class B pathogen reduction requirements of paragraph 62-640.600(1)(b), F.A.C., the vector attraction reduction requirements of paragraph 62-640.600(2)(a), F.A.C., and the parameter concentrations of paragraph 62-640.700(5)(a), F.A.C.

- i) The words "Compost" or "Composting" mean the biological degradation of organic materials in sewage sludge under controlled aerobic conditions. The process is used to stabilize wastewater solids to create a marketable end-product that is easy to handle, store, and use as a soil amendment. The end product is often a Class A or Class AA biosolids, humus-like material without detectable levels of pathogens that can be applied as a soil conditioner and fertilizer to gardens, food and feed crops, and rangelands.
- j) The words "Contract" or "Agreement" mean collectively the (i) Articles, (ii) Scope of Services, (iii) Price Schedule, (iv) all other appendices and attachments hereto, and (v) all amendments issued hereto.
- k) The words "Contract Manager" mean the Chief Procurement Officer, Strategic Procurement Department, or the duly authorized representative designated to manage the Contract for the County.
- l) The word "Contractor" means CompostUSA of Highlands County LLC and its permitted successors.
- m) The word "Days" means calendar days.
- n) The word "Deliverables" means all documentation and any items of any nature submitted by the Contractor to the Project Manager for review and approval pursuant to the terms of this Agreement.
- o) The words "Effective Date" mean the date the County provided to the Contractor the Notice to Proceed via the reserve purchase order, allowing the Contractor to start performing the Work specified on this Contract.
- p) The words "Final Schedule" mean the County's approved schedule for loading the Biosolids at the County's locations, indicating the hours and dates provided to the Contractor. To make changes to the schedule, loading hours and/or days, the Contractor shall notify the County twenty-four-hour in advance with written notice. The County will notify the Contractor if the changes to the schedule are approved or not prior to the pick-up date.
- q) The words "Land Application" mean the Biosolids that have been treated to the point that they are acceptable for use as fertilizer on approved farms/groves.
- r) The words "Land Filling" mean disposal of product in a licensed land fill disposal site (dump).
- s) The words "North District Wastewater Treatment Plant" or "North District WWTP" mean the Wastewater Treatment Plant located at 2575 NE 151st Street, North Miami Beach, FL 33160.
- t) The words "Notice to Proceed" means the date the County provided to the Contractor the reserve purchase order, allowing the Contractor to start performing the Work.
- u) The words "Project Manager" mean the County Mayor or the duly authorized representative designated to manage the Project.
- v) The words "Scope of Services" mean the document appended hereto as Appendix A, which details the Work to be performed by the Contractor.
- w) The words "Service" or "Services" mean the provision of hauling and disposal of Class B and Non-Class B Biosolids services in accordance with the Scope of Services.
- x) The words "South District Wastewater Treatment Plant" or "South District WWTP" mean the Wastewater Treatment Plant located at 8950 SW 232 Street, Miami, FL 33170.
- y) The word "Subcontractor" or "Subconsultant" mean any person, entity, firm, or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- z) The words "Waste Activated Sludge" or "WAS" mean "Biosolids not meeting a Class B biosolids requirements", residual generated during the biological treatment of domestic wastewater at the three (3) WWTPs in the County.
- aa) The words "Water and Sewer Department" or WASD" mean the Miami-Dade County department which will be the user of this Contract.
- bb) The word "Work" means all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) Articles 1 through 41, 2) Appendix A, and 3) Appendix B.

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The terms "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Project Manager.
- e) The terms "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Project Manager.
- f) The titles, headings, captions, and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify, or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the Parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered, or amended only by a written amendment duly executed by the Parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Services and render full and prompt cooperation with the County in all aspects of the Work performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described, and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work necessary for the completion of this Contract. All Work shall be accomplished at the direction of and to the satisfaction of the Project Manager.
- e) The Contractor acknowledges that the County shall make all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor shall implement all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the Effective Date set forth on the first page and shall continue through the last day of the 36th month, thereafter. The County, at its sole discretion, may renew this Contract for one additional year. The County may extend this Contract for up to an additional one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners (the "Board").

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by: (i) Registered or Certified Mail, with return receipt requested; (ii) personally by a courier service; (iii) Federal Express Corporation or other nationally recognized carrier to be delivered overnight; or (iv) via facsimile or e-mail (if provided below) with delivery of hard copy pursuant

to (i), (ii), or (iii) in this paragraph. The addresses for such notice are as follows:

(1) **To the County**

a) to the Project Manager:

Miami-Dade County Water and Sewer Department
Attention: Roy Coley, Director
Phone: (786) 552-8200
E-mail: roy.coley@miamidade.gov

With a copy to:

Miami-Dade County Water and Sewer Department
Attention: Catalina Lopez-Velandia, Interim Assistant Director
Phone: (305) 794-9239
E-mail: catalina.lopez@miamidade.gov

and

b) to the Contract Manager:

Miami-Dade County
Strategic Procurement Department
Attention: Chief Procurement Officer
111 NW 1st Street, Suite 1300
Miami, FL 33128-1974
Phone: (305) 375-4900
Email: cpo@miamidade.gov

(2) **To the Contractor**

Compost USA of Highlands County
1650 CR 470
West Okahumpka, FL 34762
Attention: Tony Simon
Phone: (904) 655-0345
E-mail: tonys@compostusa.net

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work to be performed under this Contract. The compensation for all Work performed under this Contract, including all costs associated with such Work and Services, shall be paid in accordance with Appendix B. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

All Services undertaken by the Contractor of this Agreement shall be at the Contractor's risk and expense.

ARTICLE 8. PRICING

Prices shall remain firm and fixed for the term of the Contract, including any extension periods, pursuant to Appendix B; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any extension thereof.

The County shall consider the implementation of a fuel surcharge as a result of a the "US On-Highway Diesel Fuel Price" for the Lower Atlantic (PADD1C) region if diesel exceeds \$5.50 per gallon for over 30 days (consecutive). The Contractor will return to the Prices as

outlined within Appendix B of the Contract if the "US On-Highway Diesel Fuel Price" for the Lower Atlantic (PADD1C) region falls below \$5.50 per gallon for 30 consecutive days.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor may bill the County periodically, but not more than twice per month (first and fifteenth of the month) within thirty (30) calendar days after the service has been rendered, upon invoices certified by the Contractor pursuant to Appendix B. All invoices shall be taken from the books of account kept by the Contractor, shall be fully documented, which identify the appropriate company name, account number, truck number, trailer number, pick-up date, delivery date and time, copy of the manifest, copy of delivery confirmation with signature/date to the approved destination, County scale ticket number, destination, release number, and itemized the type of material and quantity removed, in addition to copies of the applicable load tickets, scale weight slips, and itemized services provided to Miami Dade Water and Sewer Department or other documents reasonably required by the County (such as toll records, SunPass, etc.), shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. Additionally, the Contractor shall provide to the County with the confirmation of delivery as part of all invoicing, a copy of the written justification provided to the County when changes to the approved schedule occurred, and/or when the delivery of the material was not completed on the same day as required by the County. The County shall pay a lump sum, combined fee (disposal and transportation) for all material hauled and legally disposed of for beneficial use. The County shall pay the lesser of: i) the amount owed according to the County's scale tickets; or ii) the amount of invoiced by the Contractor.

It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust (the "Trust"), shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Section 218.74 of the Florida Statutes, and Section 2-8.1.4 of the Code of Miami-Dade County (the "Code"), the time at which payment shall be due from the County or Trust shall be forty-five (45) calendar days from receipt of a proper invoice. Billings from prime contractors under services and goods contracts with the County or Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1 and 2-8.1.1.2 of the Code. All payments due from the County or Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or Trust. A proper invoice means the Parties agree all the supporting documents and pricing have been submitted with the invoice in accordance with the terms and conditions of this Agreement.

In accordance with Miami-Dade County Implementing Order No. 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

Invoices and associated back-up documentation shall be submitted electronically or in hard copy format by the Contractor to the County as follows:

- Electronic submission (preferred) to WASDAPLIST@miamidade.gov ; or
- Hard copy format mailed to directly to the Account Payable Unit:
Miami-Dade Water and Sewer Department
Account Payable Unit
3071 SW 38 Avenue
Miami, FL 33146

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify, defend and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of,

relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners, principals or Subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents, and instrumentalities as herein provided.

Upon the County's notification, the Contractor shall furnish to the Strategic Procurement Department, certificate(s) of insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance as required by Chapter 440, Florida Statutes.
2. Commercial General Liability in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, not to exclude Products and Completed Operations. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Policy shall be endorsed to provide Broadened coverage for Covered Autos – Endorsement CA 9948 (or the equivalent) for the Business Auto, Motor Carrier and Truckers Coverage Forms.
4. Pollution Liability insurance, in an amount not less than \$1,000,000 per occurrence covering third party claims, remediation expenses, and legal defense expenses arising from on-site and off-site loss, or expense or claim related to the release or threatened release of Hazardous Materials that result in contamination or degradation of the environment and surrounding ecosystems, and/or cause injury to humans and their economic interest. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Financial Services and are a member of the Florida Guaranty Fund.

The mailing address of Miami-Dade County as the certificate holder must appear on the certificate of insurance as follows:

**Miami-Dade County
111 NW 1st Street
Suite 2340
Miami, Florida 33128-1974**

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the certificate of insurance is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall assure that the certificate of insurance required in conjunction with this section remain in full force for the term of

the Contract, including any renewal or extension periods that may be exercised by the County. If the certificate of insurance is scheduled to expire during the term of the Contract, the Contractor shall submit a new or renewed certificate of insurance to the County before such expiration. If an expired certificate of insurance is/are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificate is/are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Contract for cause, and the Contractor shall be responsible for all direct and indirect costs associated with such termination.

ARTICLE 11. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Work described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Work described herein and to full and prompt cooperation by the Contractor in all aspects of the Work. At the request of the County, the Contractor shall promptly remove from the Project any Contractor's employee, Subcontractor, or any other person performing Work hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for all claims, suits, actions, damages, and costs (including attorneys' fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing Services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and/or demotion of such Contractor's personnel.
- c) The Contractor always agrees that it will employ, maintain, and assign to the performance of the Work a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses as necessary to perform the Work described herein, in a competent and professional manner.
- e) The Contractor shall always cooperate with the County and coordinate its respective work efforts to maintain the progress most effectively and efficiently in performing the Work.
- f) The Contractor shall comply with all provisions of all federal, state, and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES OF THE CONTRACTOR

All employees of the Contractor shall be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all Work and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the Work performed or Services provided pursuant to this Agreement shall always, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement, or representation other than specifically provided for in this Agreement.

ARTICLE 14. DISPUTE RESOLUTION PROCEDURE

- a) The Contractor hereby acknowledges that the Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. **Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.**
- d) In the event of such dispute, the Parties authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof), and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on the Parties. Any such dispute shall be brought, if at all, before the County Mayor within ten (10) days of the occurrence, event or act out of which the dispute arises.
- e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information regarding such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, the Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.
- f) This Article will survive the termination or expiration of this Agreement.

ARTICLE 15. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the Parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of the Parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for such defense or settlement costs from the Contractor.

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its Subcontractors and suppliers maintain, complete and accurate records to

substantiate compliance with the requirements set forth in the Agreement. The Contractor and its Subcontractors and suppliers shall retain such records, including copy of licenses, permits, invoices with supporting documents, and all other documents relevant to the Work furnished under this Agreement (including toll and Sunpass records) for a period of five (5) years from the expiration date of this Agreement and any extension thereof. This includes the compliance requirements set forth in State regulations governing Biosolids and Composting. (including 62-640, F.A.C. and other applicable regulations).

ARTICLE 17. AUDITS

The County, or its duly authorized representatives and governmental agencies, shall until the expiration of three years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and those materials of its Subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to Section 2-481 of the Code, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds within five business days of the Commission Auditor's request. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

In the event the Contractor needs to substitute personnel for the key personnel identified by the Contractor, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution. However, such substitution shall not become effective until the County has approved said substitution.

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title, or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

- a) If the Contractor causes any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts, omissions, and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the Work, will state in writing to the County the name of the proposed Subcontractor, the portion of the Work which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Work to be performed. Such Work performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Work in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed Work of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the Subcontractor will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's proprietary and confidential information. The Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this

Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any Subcontractor hereunder as more fully described herein.

ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates, and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates, and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 22. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 23. TERMINATION AND SUSPENSION OF WORK

- a) This Agreement may be terminated for cause by the County for reasons including, but not limited to: (i) the Contractor commits an Event of Default (as defined below in Article 24) and fails to cure said Event of Default (as delineated below in Article 25), or (ii) the Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement.
- b) This Agreement may also be terminated for convenience by the County. Termination for convenience is effective on the termination date stated in the written notice provided by the County.
- c) If County terminates this Agreement for cause under Article 23(a) above, the County may, in its sole discretion, also terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall pay all direct or indirect costs associated with such termination or cancellation, including attorneys' fees.
- d) The foregoing notwithstanding, if the Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement, the Contractor may be debarred from County contracting in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code.
- e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
 - i. stop Work on the date specified in the notice (the "Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services; and
 - v. take no action which will increase the amounts payable by the County under this Agreement.
- f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:
 - i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and

- ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.
- g) All compensation pursuant to this Article are subject to audit.
- h) In the event the Contractor fails to cure an Event of Default timely, the County may terminate this Agreement, and the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports, and data.

ARTICLE 24. EVENT OF DEFAULT

- a) An Event of Default is a material breach of this Agreement by the Contractor, and includes but is not limited to the following:
 - i. the Contractor has not delivered Deliverables and/or Services on a timely basis;
 - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
 - iii. the Contractor has failed to make prompt payment to Subcontractors or suppliers for any Services;
 - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;
 - vii. the Contractor has failed in the representation of any warranties stated herein; or
 - viii. the Contractor fails to comply with Article 39.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Work which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:
 - i. treat such failure as a repudiation and/or material breach of this Agreement; and
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Work or any part thereof either by itself or through others.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County shall notify the Contractor (the "Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately, or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The Default Notice shall specify the date the Contractor shall discontinue the Work upon the Effective Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, whether or not the County elects to terminate this Agreement as a result thereof, the Contractor shall be liable for all damages resulting from the default, irrespective of whether the County elects to terminate the Agreement, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and
- c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 27. SUPPLIER/VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Supplier/Vendor Registration

The Contractor shall be a registered vendor with the County – Strategic Procurement Department, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the vendor's Federal Employer Identification Number (FEIN) must be provided, via submission of Form W-9 and 147c Letter, as required by the Internal Revenue Service (IRS). If no FEIN exists, the Social Security Number of the owner must be provided as the legal entity identifier. This number becomes Contractor's "County Vendor Number." To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- **Identification of individual account records**
- **Payments to individual/Contractor for goods and services provided to Miami-Dade County**
- **Tax reporting purposes**
- **Provision of unique identifier in the vendor database used for searching and sorting departmental records**

The Contractor confirms its commitment to comply with the vendor registration requirements and the associated affidavits available in INFORMS at <https://supplier.miamidade.gov>

b) Conflict of Interest and Code of Ethics

Section 2-11.1(d) of the Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. All autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Code relating to Conflict of Interest and Code of Ethics. In accordance with Section 2-11.1(y) of the Code, the Miami-Dade County Commission on Ethics and Public Trust shall be empowered to review, interpret, render advisory opinions and letters of instruction, and enforce the Conflict of Interest and Code of Ethics Ordinance.

ARTICLE 28. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order No. 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (the "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County processes the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, Subcontractors, and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities, and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter of one percent (0.25%) of the total Contract amount which cost shall be included in the total Contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all Contract renewals and extensions.

Exception: The above application of one quarter of one percent (0.25%) fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Board; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order No. 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter of one percent (0.25%) in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present, and proposed County and Trust contracts, transactions, accounts, records, and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications, and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of IPSIGs to audit, investigate, monitor, oversee, inspect, and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the Contract, including, but not limited to original estimate files, change order estimate files, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 29. FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS

As applicable, the Contractor shall comply, subject to applicable professional standards, with the provisions of all applicable federal, state and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

- a) Equal Employment Opportunity clause provided under 41 C.F.R. Part 60-1.3 in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended.
- b) Miami-Dade County Small Business Enterprises Development Participation Provisions.
- c) The Clean Air Act (42 U.S.C. § 7401-7671q.) and the Federal Water Pollution Contract Act (33 U.S.C. §§ 1251-1387), as amended.
- d) The Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).
- e) The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).
- f) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics".
- g) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".
- h) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".

- i) Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- j) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).
- k) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 C.F.R. Part 146).
- l) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".
- m) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".
- n) Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".
- o) Any other laws prohibiting wage rate discrimination based on sex.
- p) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".
- q) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- r) Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs."
- s) Chapter 403, Environmental Control, including [Section 403.0855 of the Florida Statutes](#) "Biosolids management".
- t) [Chapter 62-640 of the Florida Administrative Code \(F.A.C.\) "Biosolids"](#).
- u) [Chapter 62-709, F.A.C. – Criteria for Organics Processing and Recycling Facilities](#).
- v) Chapter 24 of the Miami-Dade Code "[Miami-Dade County Environmental Protection Ordinance](#)."
- w) [Section 2-8.9 "Living Wages" of Miami-Dade County Code](#) as amended by Ordinance (Governing Legislation). A copy of the Administrative Order may be obtained online at: <http://miamidade.gov/aopdfdoc/aopdf/pdf/AO3-30.pdf>; and notices posted online at: <https://www.miamidade.gov/global/business/smallbusiness/living-wage.page>.

Pursuant to Resolution No. R-1072-17, by entering into this Contract, the Contractor is certifying that the Contractor is in compliance with, and will continue to comply with, the provisions of items "j" through "o" above.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the Work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), and permit(s) for the Contractor prior to authorizing Work and as needed.

Notwithstanding any other provision of this Agreement, the Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to, laws and regulations requiring that the Contractor conduct its operations in a safe and sound manner.

ARTICLE 30. NONDISCRIMINATION

During the performance of this Contract, the Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 31. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities that will be working with the Contractor under this Agreement. This Agreement is entered into by the Contractor without any connection to any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, Deliverables or Work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any Subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, the Contractor shall promptly bring such information to the attention of the Project Manager. The Contractor shall thereafter cooperate with the County's review and investigation of such information and comply with the instructions the Contractor receives from the Project Manager regarding remedying the situation.

ARTICLE 32. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Work to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Contractor and its employees, agents, Subcontractors, and suppliers will not represent, directly or indirectly, that any Work, Deliverables or Services provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 33. BANKRUPTCY

The County may terminate this Contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 34. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue for any dispute shall be in Miami-Dade County.

ARTICLE 35. COUNTY USER ACCESS PROGRAM (UAP)**a) User Access Fee**

Pursuant to Section 2-8.10 of the Code, this Contract is subject to a user access fee under the County User Access Program ("UAP") in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the first page of this Contract, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the Contract price and shall accept as payment thereof the Contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Contractor participation in this invoice reduction portion of the UAP is mandatory.

b) Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within three business days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

c) Contractor Compliance

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 24 of this Contract.

ARTICLE 36. INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES AND FORMER MEMBERS, OFFICERS OR EMPLOYEES

No member, officer, or employee of the County, no member of the governing body of the locality in which the Project is situated, no member of the governing body in which the County was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.

ARTICLE 37. FORCE MAJEURE

Under applicable law, force majeure shall refer to an act of nature (such as, but not limited to, a hurricane, flood, and/or earthquake), war, terrorism, riot, sovereign conduct, strikes, lockouts, fires, epidemics and/or pandemic, adverse governmental conditions or conduct of third parties.

Neither the County nor the Contractor shall be held liable or responsible to the counterparty nor be deemed to have defaulted under or

breached this Contract for failure or delay in performing any obligation under this Contract when such failure or delay is caused by an act of Force Majeure. Within twenty-four (24) hours of the occurrence of an act of Force Majeure, the affected party shall notify the counterparty of the act by sending an e-mail message to the persons designated in the Notice provision above in this Agreement. In addition, the affected party shall provide to the counterparty within seven days of determining the cause of the Force Majeure, a written explanation via e-mail concerning the circumstances that caused the act of Force Majeure and the overall impacts to the Contract. Upon receipt of the written explanation, the parties shall mutually agree to any contractual modifications as necessary to continue the Contract with minimal impact to County operations. The County maintains the right to terminate the Contract for convenience or obtain the goods and/or services through a separate contract, taking over the performance of the Work or any part thereof either by itself or through others.

ARTICLE 38. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify Career Source South Florida ("CSSF"), the designated Referral Agency, of the vacancy and list the vacancy with CSSF according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the CSSF. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. The Contractor will be required to provide quarterly reports to the CSSF indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of Contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the First Source Hiring Referral Program are available at <https://iapps.careersourcesfl.com/firstsource/>.

ARTICLE 39. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

The Contractor shall comply with the Public Records Laws, including by not limited to: (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the Contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

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 (305) 375-5773, ISD-VSS@MIAMIDADE.GOV, 111 NW 1st STREET, SUITE 1300, MIAMI, FLORIDA 33128.

ARTICLE 40. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

By entering into this Contract, the Contractor and its Subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." The Contractor affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor; (b) it has required all Subcontractors to this Contract to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to this Contract attesting that the Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Contract. Registration information is available at: <http://www.uscis.gov/e-verify>

If County has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, then County shall terminate this Contract in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination, the Contractor agrees and acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that Contractor shall be liable for any additional costs incurred by the County because of such termination.

In addition, if County has a good faith belief that a Subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095, Florida Statutes, but Contractor has otherwise complied with its requirements under those statutes, then the Contractor agrees that it

shall terminate its contract with the Subcontractor upon receipt of notice from the County of such violation by Subcontractor in accordance with Section 448.095(5)(c), Florida Statutes.

Any challenge to the termination of this Agreement, for failing to meet the requirements under this provision, must be filed in the Circuit or County Court in Miami-Dade County by the County, Contractor, or Subcontractor no later than twenty (20) calendar days after the date of contract termination.

ARTICLE 41. SURVIVAL

The Parties acknowledge that any of the obligations in this Agreement will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation or expiration hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the last date that the Agreement is executed below,

Compost USA of Highlands County

By: _____

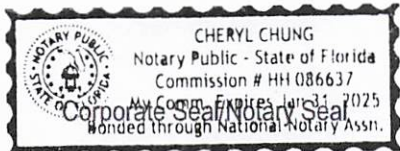
Name: _____

Title: _____

Date: _____

Attest: _____

Corporate Secretary/Notary Public



Miami-Dade County

By: _____

for

Name: _____

Daniella Levine Cava

Title: _____

Mayor

Date: _____

Attest: _____

Juan Fernandez-Barquin
Clerk of the Court and Comptroller

Approved as to form
and legal sufficiency

Assistant County Attorney

APPENDIX A – SCOPE OF SERVICES**1. Introduction/Background**

The work and services to be performed under this Contract will consist of the hauling and disposal/beneficial use of dewatered biosolids (Class B and Non-Class B or waste activated sludge (WAS) by way of composting and land application, from the South District Wastewater Treatment Plant at Black Point, Central District Wastewater Treatment Plant on Virginia Key, and North District Wastewater Treatment Plant, on an allocated basis. This contract assures the Miami-Dade Water and Sewer Department ("WASD") will have enough allocated capacity to dispose of all of the biosolids produced at the three wastewater treatment plants managed by WASD, without creating a backlog surplus. This assurance is for the quantities and characteristics as described in paragraph number 4, below of this Appendix A.

The disposal/beneficial use portion of this Contract will provide a minimum allocated amount to compost and land application. Land application is weather permitting and **Class B biosolids only**. Hauling services will also be included in the disposal costs in this Contract. The Contractor will transport the biosolids to the compost facility and/or land application site.

It shall be the responsibility of the Contractor to furnish all vehicles with suitable liners/covers/watertight tailgates and trailer bodies, drivers, fuel, maintenance, repairs, insurance, license tags, permits, licenses and all incidentals necessary for providing the requested equipment and Services. The Contractor is responsible for all tolls.

Currently Miami Dade is performing dewatering of waste activated sludge (WAS), non-class B sludge and/or class B biosolids as needed, using approved suitable methods, from the South District Wastewater Treatment Plant at Black Point, from the Central District Wastewater Treatment Plant at Virginia Key, or from the North District Wastewater Treatment Plant, at North Miami Beach. Dewatering services include WAS, and non-class B sludge with minimum feed concentration of 1% - 1.5% solids content. This dewatering is necessary to maintain solids inventory at the Wastewater Treatment Plants. The dewatering is run as a 24-hours-a-day/six-days-a-week operation, unless directed by WASD to change the schedule. The term of the dewatering operations depends on the needs of WASD and the treatment process. Dewatering material is at 20% dryness.

2. Work to be Performed**a) Hauling and Disposal.**

The Contractor shall remove all sludge and cake to a watertight container or dump truck supplied by the Contractor from the County's facilities. Any Work not mentioned in the Scope of Work that is obviously required for a complete, workmanlike job shall be deemed to have been included at no additional cost to the County. The apparent silence of the Scope of Work as to any details, or the apparent omission of a detailed description concerning any Work to be performed or materials to be furnished by the Contractor, shall be regarded as meaning that only the best, general practice is to prevail and that only the best material and workmanship is to be used.

Material to be removed is composed of biosolids that have been dewatered, before disposed of offsite in an approved disposal facility. Solids must be transported offsite daily using leak-proof trucks to an approved disposal site. No solid material storage will be allowed on site. Material removed must be transported off site daily. Any spills created shall be cleaned up immediately.

Upon execution of this Contract, the Contractor commits to accept and transport a minimum allocation of twenty-five (25) loads/day to composting of Class B and non-Class B biosolids. In addition, the Contractor commits to accept and transport a minimum allocation of five (5) loads/day to land application of Class B and non-Class B biosolids. Land application is weather dependent and can only be utilized under acceptable conditions¹.

The Contractor anticipates expanding its facilities to increase biosolids capacity intake by the first quarter of 2025. The Contractor will offer Miami Dade the first right of refusal for additional composting capacity as it becomes available. If needed by the County, allocation of 227,500 wet tons annually (4,375 wet tons /week equaling 175 loads/week) to be available to WASD for composting of Class B and non-Class B biosolids. In addition, if needed by the County, allocation of additional five (5)

¹Weather-permitted disposal means that biosolids are applied to land only when specific meteorological conditions are favorable to minimize potential environmental impacts and ensure public health protection. Factors such as wind speed and direction, relative humidity, and temperature can influence the dispersion and odor potential of biosolids during land application. Owner of the land application site decides the rate of application, and acceptance of product.

loads/day to land application of Class B and non-Class B biosolids. Land application is weather dependent and can only be utilized under acceptable conditions².

b) Class B Material

The Contractor shall utilize such Class B Biosolids for beneficial uses (compost or land application) purposes as authorized by federal, state, and local laws, and according to new regulations as directed by the Florida Administrative Code Chapter 62-640, F.A.C., and amendments. The Contractor shall not utilize, store or dispose of Biosolids transported hereunder in any manner not legally authorized and permitted. The Contractor shall assume all responsibility and liability for proper disposal of Biosolids as required by Chapter 62-640, F.A.C, upon delivery of Biosolids meeting the chemical criteria and appropriate stabilization requirements of Chapter 62-640, F.A.C by the County to the Contractor's trucks or vehicles. The Contractor shall comply with the requirements for proper disposal, repurpose, storage, or use as presently set forth in the permits for the Central District WWTP, South District WWTP, North District WWTP, and as set forth in future permits. The Contractor shall comply with all applicable federal, state, and local laws, regulations and requirements. The Contractor is responsible for supplying the appropriate regulatory body with all submittals of documentation as may be required by federal, state, and local laws for the method of disposal utilized by the Contractor.

c) Non-Class B Material.

The Contractor shall utilize such non-Class B Biosolids for beneficial uses (compost only) purposes as authorized by Federal, State, and local law, and according to new regulations as directed by the Florida Administrative Code Chapter 62-640, F.A.C., and amendments. The Contractor shall not utilize, store, or dispose of Biosolids transported hereunder in any manner not legally authorized and permitted. The Contractor shall assume all responsibility and liability for proper disposal of Biosolids as required by Chapter 62-640, F.A.C, upon delivery of Biosolids meeting the chemical criteria and appropriate stabilization requirements of Chapter 62-640, F.A.C by the County to the Contractor's trucks or vehicles. The Contractor shall comply with the requirements for proper disposal, repurpose, storage, or use as presently set forth in the permits for the Central District WWTP, South District WWTP, North District WWTP, and as set forth in future permits. The Contractor shall comply with all applicable federal, state, and local laws, regulations and requirements. The Contractor is responsible for supplying the appropriate regulatory body with all submittals of documentation as may be required by federal, state, and local law for the method of disposal utilized by the Contractor.

During the course of the Contract, WASD may utilize existing contracts for hauling, disposal, and other services, if the County determines it improves operations or is in the best interest of Operations, WASD, and/or the County.

The Contractor shall transport Class B and Non-Class B biosolids from the Central District WWTP, South District WWTP, and North District WWTP, and repurpose such biosolids using an approved suitable method; and/or upon request by the County, shall further process biosolids off-site for beneficial use purposes, such as for the purpose of conversion into a biofuel, and/or Class AA Biosolids for land (Compost), or other method permitted under federal, state, and local law. However, the Contractor shall try to avoid the disposal of this processed sludge via landfill application or incinerators; it is the County's intent through this Contract, that the Biosolids should be repurposed for beneficial uses.

If providing additional services when requested, over-weight permits issued by the State of Florida will not be allowed at the Central District WWTP or North District WWTP. Overweight permits will only be serviced at the South District WWTP for Contractors. If overweight permits are being used by the Contractor or subcontractors, a copy of the over-weight permit shall be submitted in advance (if a copy of permit is not on file at the South District WWTP, prior to the pick-up date).

3. Scheduling

Hauling and Disposal.

All loading of biosolids from County's drying beds shall be performed by County personnel, during the hours to be determined (TBD), Monday through Friday at the Central District WWTP, South District WWTP and North District WWTP. As applicable for each plant, loading shall be on all weekdays and Saturdays, except those holidays observed by the land application industry. Note: Loading hours and/or days can be changed with twenty-four-hour advance written notice by the County to the Contractor. Times given refer to Eastern Standard Time.

The Contractor shall be responsible for and provide immediate cleanup of all spills that occur after loading is complete.

²Weather-permitted disposal means that biosolids are applied to land only when specific meteorological conditions are favorable to minimize potential environmental impacts and ensure public health protection. Factors such as wind speed and direction, relative humidity, and temperature can influence the dispersion and odor potential of biosolids during land application. Owner of the land application site decides the rate of application, and acceptance of product.

County staff will adjust the schedule to facilitate the removal of all material, including the backlog, based on the number of trucks that will need to be processed through the respective plant each day. The Contractor shall be responsible for transporting Biosolids material in accordance with the final schedule given to the Contractor by the County. The Contractor shall deliver the material to the approved destination and provide delivery confirmation with signature/date on same day that the material was picked-up from the County. The Contractor shall not pick-up the material, if it is not possible to deliver the material on the same day.

In the rare event, outside of the Contractor's control, where the Contractor was not able to deliver the material on the same day, the Contractor shall notify WASD immediately in writing with the reason(s) why the material was not able to be delivered to the site(s) on the same day and provide the new delivering date information. Additionally, the Contractor shall provide to the County a confirmation of delivery with a signature/date of delivery to the approved destination as part of all invoicing, in addition to written justification when changes to the approved schedule occur.

No schedule prepared by the County shall require the County to provide the Contractor with any particular amount of Biosolids material. The Contractor is advised that the County may provide more or less Biosolids material than the amount estimated, and the County shall not be liable for provision of more or less biosolids than estimated or shown on the schedule or any costs incurred by the Contractor as a result of the provision of more or less sludge than anticipated. The County shall have no obligation to provide vendor(s) with additional Biosolids material at a later date if the County produces less Biosolids material than anticipated. The County shall have no obligation to inform the Contractor if the County becomes aware that Biosolids material quantities will be different than those estimated or scheduled.

4. Biosolids Quantities, Characteristics

The Biosolids created from the three (3) Miami-Dade WWTP Facilities (excluding mixed grit screenings) and generated at Central District WWTP, South District WWTP, and North District WWTP are approximately 130,000 wet tons to 160,000 wet tons per year of Class B and/or Non-Class B biosolids. The biosolids generated are typically 18% to 25% dry solids. This tonnage equates to 23 - 30 truckloads/day (approximately 20 - 25 tons/load) hauled Monday through Friday to keep up with the daily production between the two facilities (Central District WWTP and South District WWTP).

Central District has approximately 3 days of backlog storage capacity (approximately 900 tons) in its "sludge barn" and South District WWTP has approximate 2 months backlog storage capacity in its solar drying beds (approximately 20,000 tons).

Typical operation is not to have surplus or backlog biosolids at any of the County's three (3) WWTPs and only utilize this storage for weekend biosolids production, unforeseen conditions, or needs. Surplus and backlog of biosolids can create odorous problems and is not desired by the County. In addition, this could increase solids loading from the plants. If weekend biosolids production needs or unforeseen conditions creates a backlog or surplus, additional trucks/day for additional hauling and disposal will be required at the Central District WWTP or South District WWTP to expedite the disposal of any backlog or surplus biosolid(s). This could include additional hauling on Saturday.

5. Failure To Perform

Class B and Non-Class B Biosolids shall be hauled at the dates and times specified on the schedule provided by the County. If the Contractor fails to perform the requested services (even if due to force majeure or act of Nature), the County will not be responsible for compensating the Contractor or paying for additional fees, or any other recovering costs. The County will only pay for the actual transportation and disposal services completed in accordance with the terms and conditions of the Contract.

6. Compliance with Federal Standards

Hauling and disposal. All services to be provided under this Contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

7. Additional Services

Although this Contract identifies specific services, it is hereby agreed and understood that additional related services may be added to this Contract at the option of the County. When required by the pricing structure of the Contract, the Contractor may be invited to submit price quotes for these additional services. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the Contractor. The additional site(s)/services shall be added to this Contract by supplemental agreement to this Contract. The County may determine to obtain price quotes for the additional service from other

Contractors in the event that fair and reasonable pricing is not obtained from the Contractor, or for other reasons at the County's discretion.

8. Clean-Up

All unusable materials and spills shall be removed by the Contractor from the premises immediately and disposed of in an appropriate manner. Upon final completion, the Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the Project Manager. Should the Contractor fail to complete the Work within the number of days as stated in the Contract, the County may terminate the Contract, and secure the services of another Contractor to complete the Work. If such suspension exceeds thirty (30) calendars days, the County may, at its sole discretion, terminate Work for cause and seek re-procurement damages from the Contractor.

9. Stop Work Order

Any "Stop Work Order" given to the Contractor will cause all physical work to stop and a complete cessation of all expenditures.

10. Security Requirements at WASD's Facilities.

WASD operates under strict security regulations for all facilities. These regulations involve the issuance of additional identification (ID) cards for the Contractor to access WASD's facilities. The Contractor performing services at WASD must follow all required security procedures. Complete police background checks of individuals who are employed, hired or who are required to enter the restricted areas at WASD frequently (more than 5 times within a 90-day period) are required. ID cards are required for access to WASD facilities, including the wastewater treatment plants, and are issued by WASD at the current cost of \$60.00 per applicant first time and \$55 renewal for the same company. Therefore, the Contractor shall obtain and pay for ID cards for each of its employees and/or agents who will be frequently visiting or performing Services in restricted areas. For more information concerning WASD ID cards, contact the WASD security at (786) 552-8271. Additional Security Clearance may be required during the Contract term as may be mandated by County ordinance, local, state, federal laws, or department policy. The Contractor will be charged a minimal fee for the badging requirement.

11. As Needed On-Site Equipment/Staffing Services Optional Services

a) As-needed Labor and Staffing for loading and movement of trailers inside the plant – On-Site Logistics Option

Contractor shall provide all labor, materials, equipment, supervision, tools, and all other things necessary to perform services to move and stage Contractor's hauling trailers located at the South District WWTP, Central District WWTP and North District WWTP. Contractor to provide (2) Yard Trucks for the purpose of loading biosolids directly into trailers avoiding placement of biosolids into the drying beds which causes vector attraction and odor complaints. Utilizing Contractor's Yard Trucks, Contractor staff will transport empty trailers from on-site staging area to the dewatering biosolids staging & loading area. Once loaded, Contractor staff will transport the fully loaded trailers to the on-site staging area for Contractor's on-road trucks to transport loaded trailers to end disposition site. Contractor shall limit the designated activity(s) within the designated area currently utilized by WASD facility. On-site operations to be conducted in a safe and efficient manner.

The movement of Contractor's trailers by Contractor's staff to support pre-determined dewatering schedule and allowing for availability of services 24 hours/day for 6 days per week (Monday-Saturday). If unable to maintain designated schedule, Contractor will notify WASD Operations immediately.

WASD to designate Equipment Service Area for servicing equipment. Contractor's designated Equipment Service Area will be kept clean and organized. All equipment maintenance shall be performed in a manner that prevents oils, fuel, lubricants, and other waste from contaminating the environment.

Equipment including (2) operational Yard Trucks and (2) drivers to be on site Monday-Saturday for a total amount of 50 hours per week with minimum 8 hour daily work shifts. Additional hours in excess of weekly total hours allocation will incur hourly charges to be invoiced at full hourly rate. On-site Logistics Service Duration based upon as-needed services.

b) As-needed On-Site Loader Equipment (Optional)

Contractor shall provide all labor, materials, equipment, supervision, tools, and all other things necessary to perform services to load biosolids staged in the drying beds located at the South District WWTP, the Central District WWTP, or the North District WWTP. If desired by WASD, the scope of service can include drying bed maintenance activities such as windrow pile construction (pushing up piles). Contractor will be responsible for providing front loader equipment and licensed operator to load Biosolids into contractor trailers and to complete drying bed activities as necessary.

WASD to designate Equipment Service Area for servicing equipment. Contractor's designated Equipment Service Area will be kept clean and organized. All equipment maintenance shall be performed in a manner that prevents oils, fuel, lubricants, and other waste from contaminating the environment.

Equipment and operator to be on site Monday-Saturday for 50 hours per week. Additional weekday hours and weekend hours will incur elevated rate. The commitment of this service is as-needed.

APPENDIX B – PRICE SCHEDULE**PRICE OFFERED**

The Contractor's unit price for the hauling and disposal of Class B and Non-Class B biosolids using approved suitable method(s) includes compost and land application, from the North District (NDWWTP), Central District (CDWWTP), and South District (SDWWTP) wastewater treatment plants. The Contractor shall submit certified invoices for payment reflecting these prices, consistent with Articles 8 and 9 of Contract. The prices for these services are as follows:

A. Disposal by Composting

Item No.	Estimated Quantity (Per Week)	Unit of Measure	Description (see Notes 1 to 5 below)	Unit Price (per Wet Ton)
1	3,125	Wet Ton	Assured allocated (165,000 wet tons annually) quantity of Class B & Non-Class B Biosolids hauled to compost from NDWWTP, CDWWTP, & SDWWTP upon execution of this Contract (allocated minimum 25 loads per day).	\$102.00

B. Disposal by Land Application

Item No.	Estimated Quantity (Per Week)	Unit of Measure	Description (see Note 8 below)	Unit Price (per Wet Ton)
2	625	Wet Ton	Hauling and disposal of 5 loads per day (weather permitting) Class "B" Biosolids only , from CDWWTP and/or SDWWTP (allocated minimum 5 loads per day)	\$77.00

C. As Needed On-Site Equipment/Staffing Services (Optional Services)

Item No.	Estimated Quantity (Per Month)	Unit of Measure	Description (see Notes 9 to 11)	Unit Price
3	1	Each	As-needed Labor and Staffing for loading and movement of trailers inside the plant – On-Site Logistics Option On-Site logistics service. The Contractor will provide the necessary labor and staffing, including 2 yard trucks, and 2 drivers to be onsite for the purpose of moving, loading, and staging trailers inside the South District WWTP, Central District WWTP, and the North District WWTP.	\$42,500.00
	1	Each	As-needed On-Site Loader Equipment (Optional) 1 Wheel Loader and 1 Operator Monthly Service fee to load biosolids in trailers for the South District WWTP, Central District WWTP, and the North District WWTP. 50hrs per week Mon– Sat (hours vary to support biosolids loading needs)	\$30,061.50
5	1	Each	Mobilization/Demobilization Fee of equipment for each Scope of Work event	\$8,300.00

Notes:

1. The Contractor must have allocation ownership at the compost disposal site.
2. The Contractor anticipates expanding its facilities to increase biosolids capacity intake by the first quarter of 2025. The Contractor will offer Miami Dade the first right of refusal for additional composting capacity as it becomes available. If needed by the County, allocation of 227,500 wet tons annually (4,375 wet tons /week equaling 175 loads/week) to be available to WASH for composting of Class B and non-Class B biosolids at the same price.
3. Except for the fuel surcharge indicated on Note No. 5 below, the unit prices shall be firm and fixed for the term of the Contract, including prices and rates proposed for any option or extension periods, and shall include all costs necessary to provide the Services as described in Appendix A, Scope of Services, of this Contract, including additional Services. The unit prices shall be inclusive of all costs associated for providing the Services, including full compensation for labor, material, licenses, transportation, all out-of-pocket expenses, and miscellaneous costs and fees, and any additional cost including permits or disposal fees, such as expenses shall not be reimbursed separately by the County.
4. It shall be the responsibility of the Contractor to furnish all vehicles with suitable liners/covers/watertight tailgates and trailer bodies, drivers, fuel, maintenance, repairs, insurance, license tags, permits, licenses and all incidentals necessary for providing the requested equipment and Services. The Contractor is responsible for all tolls.
5. The County shall consider the implementation of a fuel surcharge as a result of a the "US On-Highway Diesel Fuel Price" for the Lower Atlantic

(PADD1C) region if diesel exceeds \$5.50 per gallon for over 30 days (consecutive). The Contractor will return to the Prices as set forth above if the "US On-Highway Diesel Fuel Price" for the Lower Atlantic (PADD1C) region falls below \$5.50 per gallon for 30 consecutive days (See also Pricings in Article 8 of the Contract).

6. Miami-Dade County is exempt from all taxes (Federal, State and Local). Tax Exemption Certificate will be furnished upon request.
7. Miami-Dade County shall also reimburse the Contractor for all penalties, assessments or fees incurred for any unacceptable biosolids, which were provided to the Contractor by the County. Supporting documentation of the actual penalties, assessments, or fees incurred paid by the Contractor shall be provided with the invoice in accordance with Article 9 of the Contract.
8. If needed by the County, allocation of additional five (5) loads/day to land application of Class B and non-Class B biosolids. Land application is weather dependent and can only be utilized under acceptable conditions³ at the same price.
9. For On-Site Logistics Equipment for trailer movements required for extended hours including Sunday hours, the following rate applies: \$246.00 per hour. This hourly rate is for Sundays or over 16 hours/day Mon-Sat, working hours can vary for the minimum 50hrs per week (Mon-Sat) to support biosolids loading needs.
10. For On-Site Loader Equipment and Operator Monthly Services required for extended hours including Sunday hours, the following rate applies: \$145.00 per hour. This hourly rate is for Sundays working hours can vary for the minimum 50hrs per week (Mon-Sat) to support biosolids loading needs.
11. As Needed On-Site Equipment/Staffing Services (Optional Services) are priced per facility

³Weather-permitted disposal means that biosolids are applied to land only when specific meteorological conditions are favorable to minimize potential environmental impacts and ensure public health protection. Factors such as wind speed and direction, relative humidity, and temperature can influence the dispersion and odor potential of biosolids during land application. Owner of the land application site decides the rate of application, and acceptance of product.