



AGREEMENT BETWEEN COUNTY AND CONTRACTOR FOR GOODS AND SERVICES

THIS AGREEMENT, effective this _____ day of _____ in the year, _____, between:

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

AND the CONTRACTOR:
(herein CONTRACTOR)

Contract Name: Advanced Waste Residuals Processing & Beneficial Use Recovery

Contract Number: RFP2025-3671

Contract Term: Ten (10) years after the Services Commencement Date (defined below) with two (2) 5-year extensions upon mutual agreement of the parties

Not to Exceed Amount: \$25,000,000.00

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

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

WHEREAS, COUNTY awarded the Bid to CONTRACTOR; and

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

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

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

1.1 **Non-Conforming Material**. Non-Conforming Material shall mean biosolids which (i) has a dry solids content outside the range of 15 % to 25 %, or (ii) are Hazardous Materials, or (iii) contain a concentration of polychlorinated biphenyls equal to or greater than 50 milligrams per kilogram of total solids (on a dry weight basis) or (iv) otherwise fail to meet the criteria set forth in Exhibit C. "Hazardous Materials" means any "petroleum," "oil," "hazardous waste," "hazardous substance," "toxic substance," and "extremely hazardous substance" as such terms are defined, listed, or regulated under Laws.

1.1.1 Contractor shall have the right to reject any Non-Conforming Material prior to taking possession or revoking its acceptance after taking possession of any Non-Conforming Material, provided that Contractor notifies COUNTY by telephone or in writing of such rejection of Non-Conforming Materials promptly upon Contractor's discovery thereof. Any such notice of rejection not given initially in writing shall be promptly confirmed in writing to COUNTY. Contractor shall provide COUNTY with the documentation used to identify COUNTY Materials as Non-Conforming, and COUNTY shall have the right to re-test the COUNTY Materials.

1.1.2 Within twenty-four (24) hours after receipt of notice of rejection of Non-Conforming Material (or such longer period provided that COUNTY is acting with due diligence). COUNTY shall in accordance with Laws, arrange for and pay all costs associated with the testing, removal and transport of such Non-Conforming Material for appropriate processing and disposal. If COUNTY fails to remove Non-Conforming Material(s) within 10 business days of the date COUNTY is notified by Contractor, then Contractor shall have the right, but not the obligation, to remove, store, handle, transport, store, process and dispose of Non-Conforming

Materials and COUNTY shall reimburse Contractor for all costs and expenses associated therewith, plus 15% of such costs and expenses.

- 1.2 COUNTY shall immediately notify Contractor of changes or irregularities related to the creation, processing or conditions that would reasonably be expected to affect the quality, character or composition of COUNTY's biosolids. COUNTY shall promptly furnish to Contractor any information regarding known or suspected changes in the composition or characteristics of the COUNTY's biosolids.
- 1.3 So long as Contractor is in compliance with this Agreement, COUNTY shall exercise commercially reasonable efforts to supply Contractor with all of the biosolids (other than Non-Conforming Material) produced at the Jensen Beach and Tropical Farms wastewater treatment facilities.

2. Time of Service. Services shall be performed in a timely manner, as specified in the Request for Proposals or as set forth herein. Services under this Agreement shall commence on the date set forth in a notice from Contractor to COUNTY that Sedron Technology, LLC's Varcor® facility in Indiantown, Florida, is able to accept COUNTY's biosolids. Such notice shall provide a date not less than thirty days after the date of such notice unless otherwise agreed by COUNTY. Such date is herein referred to as the "Services Commencement Date".

3. Term of Agreement/Option of Renewal. This Agreement shall be in effect from the Services Commencement Date and for the term and agreed upon renewal options indicated on Page 1 of this Agreement. This Agreement may be extended subject to execution of a written agreement between the COUNTY and CONTRACTOR for up to 90 additional days beyond the term and agreed upon renewal options.

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

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

6. Termination.

- 6.1 COUNTY shall notify CONTRACTOR of any failure to comply with any requirement in this Agreement (including the Scope of Work) and shall notify

CONTRACTOR in writing of such failure/default. Except where immediate termination is expressly provided in this Agreement, CONTRACTOR shall correct such failure/default within five (5) working days; provided, however, that if such cure cannot be affected within such 5 working days, such period shall be extended as long as Contractor is diligently pursuing such cure. COUNTY shall have the right to terminate this Agreement if such correction is not made within the time specified above.

- 6.2 Contractor shall notify COUNTY of any failure to comply with any requirement in this Agreement and shall notify COUNTY in writing of such failure/default. COUNTY shall correct such failure/default within five (5) working days; provided, however, that if such cure cannot be affected within such 5 working days, such period shall be extended as long as COUNTY is diligently pursuing such cure. Contractor shall have the right to suspend performance of or terminate this Agreement if such correction is not made within the time specified above.

7. Compensation. COUNTY shall pay CONTRACTOR upon CONTRACTOR's completion of, and COUNTY's acceptance of, the services required herein, in the amounts specified in the Price Schedule attached hereto and made a part hereof as Exhibit B:

The prices stated in Exhibit B of this Agreement will be adjusted as defined herein. Escalation shall occur on each year anniversary of the Services Commencement Date.

- 7.1 Advance Waste Residuals Processing: Annual escalation applied using the positive change of the Consumer Price Index for All Urban Consumers (CPI-U): Water, Sewer, and Trash Collection Services (U.S. Avg) (Series ID CUUR0000SEHG)
- 7.2 Transportation of Waste Residuals to Processing Facility: price shall be adjusted (i) annually at the positive change of the Consumer Price Index for All Urban Consumers (CPI-U)
- 7.3 Demurrage Charge: Annual escalation applied using the positive change of the Consumer Price Index for All Urban Consumers (CPI-U): Water, Sewer, and Trash Collection Services (U.S. Avg) (Series ID CUUR0000SEHG)
- 7.4 Fuel Surcharge Adjustment: For any one-way transportation in excess of 50 miles, the Transportation of Waste Residuals to Processing Facility price shall be adjusted monthly for a fuel surcharge ("Fuel Surcharge Adjustment") to reflect any increased change in diesel fuel prices, if the cost of retail on-highway diesel fuel (Department of Energy, Energy Information Administration – Gulf Coast (PADD 3) is at, or exceeds, \$3.16 per gallon (Base Price). For any one-way transportation fewer than 50 miles, the Transportation of Waste Residuals to Processing Facility price shall be adjusted once annually for a fuel surcharge ("Fuel Surcharge Adjustment") to reflect any increased change in diesel fuel prices, if the cost of retail on-highway diesel fuel (Department of Energy, Energy Information Administration – Gulf Coast (PADD 3) is at, or exceeds, \$3.16 per gallon (Base Price). A decreased change in fuel surcharge shall be applied to the Transportation of Waste Residuals to Processing Facility price if the change in diesel fuel prices are lower than the previous year cost.

7.5 **Payment of Invoices:** COUNTY shall pay invoices in compliance with Sections 218.70-218.80, Florida Statutes, the Local Government Prompt Payment Act.

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

9. Public Records.

9.1 CONTRACTOR shall comply with the provisions of Chapter 119, Fla. Stat. (Public Records Law), in connection with this Agreement and shall provide access to public records in accordance with §119.0701, Fla. Stat. and more specifically Contractor shall:

- 9.1.1 Keep and maintain public records required by the County to perform the Agreement.
- 9.1.2 Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
- 9.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the County.
- 9.1.4 Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the CONTRACTOR or keep and maintain public records required by the County to perform the Agreement. If the CONTRACTOR transfers all public records to the County upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.
- 9.1.5 All blueprints, schematics and design drawings received by the CONTRACTOR from the COUNTY shall not be re-copied or forwarded to another party unless documented permission has been received by COUNTY. Documents shall be documented as retained, returned, or destroyed by CONTRACTOR accepting said documents. In accordance with the Florida Public Records Act, these documents are exempt from Public Disclosure as described in 119.071, Fla. Stat., general exemptions from inspection or copying of public records.

- 9.2 **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772) 419-6959, public_records@martin.fl.us, 2401 SE MONTEREY ROAD, STUART, FL 34996.**
- 9.3 Failure to comply with the requirements of this Article shall be deemed a default as defined under the terms of this Agreement and constitute grounds for termination.
- 10. Minimum Insurance Requirement.** The CONTRACTOR must maintain insurance in at least the amounts required throughout the term of this Agreement or any renewals or extensions. The CONTRACTOR must provide a Certificate of Insurance in accordance with the Insurance Requirements and as set forth herein naming the COUNTY as an additional insured evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Agreement.
- 10.1 Loss Deductible Clause: The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.
- 10.2 Worker's Compensation Insurance: The Contractor shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of its employees connected with the work of this project and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this Agreement at the site of the project is not protected under the Worker's Compensation statute, the Contractor shall provide, and cause each subcontractor to provide adequate insurance, satisfactory to the COUNTY for the protection of its employees not otherwise protected. Coverage to include Employers Liability \$100,000 each accident, \$100,000 each Disease/Employee and \$500,000 each Disease/Maximum.
- 10.3 Commercial Automobile Liability Insurance: The Contractor shall take out and maintain during the life of this agreement Comprehensive Automobile Liability Insurance for "Any Auto" (owned, hired and non-owned) for a minimum of \$1,000,000 Combined Single Limit. The County is to be named as Additional Insured.
- 10.4 Commercial General Liability Insurance: The Contractor shall take out and maintain during the life of this agreement Commercial General Liability Insurance including coverage for bodily injury, property damage, personal/advertising injury and products/completed operations for negligent acts which may arise from operations under this Agreement whether such

operations are alone or by anyone directly or indirectly employed by it. The policy should include Contractual Liability to cover the hold harmless and indemnity provision as set forth in this Agreement. The County is to be named as Additional Insured on a primary and noncontributory basis. The amounts of such insurance shall be the minimum limit as follows:

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

- 10.4 **Commercial Automobile, General Liability and Workers Compensation Insurance:** The Contractor shall require each of its subcontractors to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of his subcontractors in its policy, as specified above.
- 10.5. **Waiver of Subrogation.** The CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent.
11. **Indemnification.** CONTRACTOR shall indemnify and hold harmless the COUNTY and Federal government from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, person or property to the extent of the negligence or willful misconduct of the said CONTRACTOR; or to the extent caused by, or in consequence of any neglect in safeguarding the work; or to the extent caused by the use of unacceptable materials in the construction of improvements; or to the extent of any negligent act or omission, neglect or misconduct of the said CONTRACTOR; or by, or on account of, any claim or amounts recovered under the "Workers Compensation Law" or of any other laws, by- laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the negligence of the COUNTY. The first ten dollars (\$10.00) of compensation received by the CONTRACTOR represents specific consideration for this indemnification obligation.
12. **Governing Law.** The laws of the State of Florida shall govern this Agreement.
13. **Independent Contractor Status and Compliance with the Immigration Reform and Control Act of 1986.** The CONTRACTOR is and shall remain an independent contractor and is neither agent, employee, partner nor joint venture of COUNTY. CONTRACTOR acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control act of 1986 located at 8 U.S.C. 1324, et. Seq., and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the Agreement, at the discretion of COUNTY.
14. **Severability.** The terms and conditions of this Agreement shall be deemed to be severable.

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

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

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

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

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

17 Dispute Resolution.

- 17.1 **Mediation:** As a condition precedent to the filing of any legal proceedings, the parties shall endeavor to resolve claim disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the COUNTY shall select the mediator, who, if selected solely by the COUNTY, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediator.
- 17.2 **Attorney's Fees:** The parties expressly agree that each party will bear its own attorney's fees incurred in connection with this Agreement.

- 17.3 **Venue:** This Agreement and the terms hereof shall be construed in accordance with the laws of the State of Florida and venue for all actions in a court of competent jurisdiction shall lie in Martin County, Florida.
- 17.4 **Non-jury trial:** The parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected with this Agreement.
- 18. Confidential Information.** Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software, and documentation of one Party (a "Disclosing Party") that is furnished or made available or otherwise disclosed to the other Party or to such other Party's employees, contractors, or agents (a "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be clearly and conspicuously marked "Proprietary". Such information may be disclosed to those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used by those persons only for such purposes; and may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of such use in writing by the Parties. Notwithstanding the foregoing sentence, COUNTY shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law, including but not limited to Section 119, Fla. Stat. Existence and terms of this Agreement shall constitute a public record and shall be subject to Section 119, Fla. Stat. CONTRACTOR agrees to comply with the requirements of Sec. 119.0701, Fla. Stat.
- 18.1 If COUNTY receives a public records request for public records received from CONTRACTOR, including any public records request for Proprietary Information or for records that may be or may contain Proprietary Information, COUNTY shall promptly notify CONTRACTOR. The notice shall inform CONTRACTOR that it must promptly inform COUNTY, in writing, whether or not CONTRACTOR claims an exemption to the release of part or all of the requested public record. If CONTRACTOR claims that part or all of a public record is exempt from inspection and copying, that writing shall state the basis of the exemption that it contends is applicable to the record, including the statutory citation to an exemption created or afforded by statute. If CONTRACTOR claims that an exemption applies to part of a requested public record, CONTRACTOR shall, in that writing, identify for redaction the part of that public record to which the exemption is asserted and validly applies, and the remainder of that public record shall be produced for inspection and copying. If CONTRACTOR promptly notifies COUNTY of a claim of exemption, COUNTY shall review the exemption claimed and decide whether to release the public records. If CONTRACTOR fails to promptly notify COUNTY that it claims an exemption to the release of the requested public record, that failure constitutes a waiver of any claim of trade secret or confidentiality, and COUNTY shall release the record as requested.
- 18.2 CONTRACTOR will indemnify, defend, and hold COUNTY, COUNTY's elected officials, employees, agents, and attorneys and their successors (each an "Indemnitee") harmless of and from any claim brought or threatened against any Indemnitee by any person or entity on account of or related to any public records request for public records, as that term is defined in Section 119.011, Fla. Stat., that are or may be or may contain Proprietary Information, each of which may be defended, settled or pursued by COUNTY with counsel of

COUNTY's choice but at the expense of CONTRACTOR, including reasonable attorneys' fees and costs, including attorneys' fees and costs in litigation and on appeal incurred by or awarded against any Indemnitee or agreed upon by any Indemnitee as part of any settlement of any claim for attorney's fees and costs for failure to produce requested public records disclosed to an Indemnitee by CONTRACTOR.

- 18.3 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement, subject to Chapter 119 and other public records retention requirements set forth in Florida law.

19. Requirement to E-Verify. As a condition precedent to entering into this AGREEMENT, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

- 19.1 Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.
- 19.2 The COUNTY, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat., or the provisions of this section shall terminate the contract with the person or entity.
- 19.3 The COUNTY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
- 19.4 A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(5)(d), Fla. Stat. Contractor acknowledges that upon termination of this AGREEMENT by the COUNTY for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the COUNTY as a result of termination of any contract for a violation of this section.
- 19.5 *Subcontracts.* Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

20. Force Majeure. Neither party shall be liable to the other party for breach or for failure or delay in the performance of its obligations hereunder caused by any act or occurrence beyond

its reasonable control, including, but not limited to: fires; floods; strikes (except any strikes involving a party's personnel); a change in Federal, State, or local law or ordinance; orders or judgments of any Federal, State or local court, administrative agency or governmental body; change in permit conditions or requirements; accidents; extreme weather conditions including, for example, hurricanes, tornadoes, unusually high amounts of precipitation, unusual extremes of temperature or wind, or unusually extended periods of adverse weather conditions; acts of war, aggression or terrorism (foreign or domestic); equipment failure (other than due to the inadequate maintenance thereof); and acts of God. It is specifically understood that, without limitation, none of the following acts, events or circumstances shall constitute an act or occurrence beyond a party's reasonable control: (i) reasonably anticipated weather conditions normal for the region in which the work is performed or (ii) any failure to pay any sums in accordance with the terms of this Agreement. Whenever the provisions of this Section are believed to apply, the party relying thereon shall give prompt notice to the other party of the circumstances, the basis for applicability of this Section and the time required to cure such breach or delay and Contractor and COUNTY shall use reasonable best efforts to agree on appropriate mitigating actions under the circumstances. This provision provides performance (including schedule) and financial relief if a Force Majeure event interferes with the Contractor's performance.

21. Consequential Damages. In no event shall Contractor, its affiliated corporations and Affiliates or its and their directors, officers, employees or any of its subcontractors be liable for any incidental, indirect, special, punitive, economic or consequential damages, suffered or incurred by COUNTY or any of its agents or contractors as a result of Contractor's performance or non-performance of services pursuant to this Agreement.

22. Ethics Reporting. In the event that you become aware of unethical or illegal behavior by any Contractor employee, please report such behavior to Contractor through its third-party hotline at 888-577-9486. Reports may be anonymous. You may also report it on-line at [EthicsPoint - Synagro Technologies](https://secure.ethicspoint.com/domain/media/en/gui/69677/index.html):

<https://secure.ethicspoint.com/domain/media/en/gui/69677/index.html>.

23. Other Entity Use. At the option of the Contractor, use of County contracts may be extended to other governmental agencies, and non-profit organizations for piggybacking. Each entity allowed by the Contractor to use a County contract shall do so independent of any other entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. The County does not endorse the use of any contractor and shall not be liable for any third-party transaction. The Contractor shall not be obligated to extend piggyback offers.

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

REVIEWED BY

Samuel T. Amerson, P.E.
Utilities & Solid Waste Director

SYNAGRO SOUTH, LLC

Rhylee Callan
Contracts Manager

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

Matthew Graham
Assistant County Administrator

**APPROVED AS TO FORM & LEGAL
SUFFICIENCY**

Elysse A. Elder
County Attorney

EXHIBIT A
SCOPE OF SERVICES

Definition: **Advanced Waste Residuals Processing and Beneficial Use Recovery** refers to a comprehensive approach that utilizes advanced technologies and methods for the treatment, processing, and beneficial (re)use of waste materials, including biosolids, sludge, and residuals generated from wastewater treatment.

Martin County operates two wastewater treatment facilities (WWTFs):

- North Facility (Jensen Beach WWTF): Located at 3100 NE Hillman Drive, Jensen Beach, FL 34957.
- South Facility (Tropical Farms WWTF): Located at 8595 SW Kansas Avenue, Stuart, FL 34997.

The County generates approximately 8,000 wet tons of dewatered sludge annually, though this amount may fluctuate each month due to factors such as seasonal changes and population growth.

- The Jensen Beach WWTF produces 160–240 wet tons per month, requiring 2–3 trailers per week, each with a capacity of 24–27 wet tons.
- The Tropical Farms WWTF produces 350–600 wet tons per month, requiring 4–6 trailers per week, each with a capacity of 24–27 wet tons.
- The County's wastewater or sludge has a solids content of approximately 19%.

Contractor will provide County advanced waste residuals processing and beneficial use recovery of dewatered sludge from its two (2) wastewater treatment facilities. The goal is to process and treat the waste residuals in an environmentally sustainable manner, converting them into recyclable products suitable for beneficial use. The treatment process must include effective methods for the destruction or sequestering of Per- and Poly-Fluoroalkyl Substances (PFAS).

In addition to the above, Contractor shall provide, at its own expense, integrated backup disposal (which is not required to be beneficial use) of the County's sludge during planned or unplanned outages of the primary treatment facility.

EXHIBIT B
PRICE SCHEDULE

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Advanced Waste Residuals Processing	8,000	WET TON	\$\$122.00	\$976,000
2	Transportation of Waste Residuals to Processing Facility	8,000	WET TON	\$27.50	\$220,000
3	Demurrage Charge for County facilities located more than 50 miles from Sedron's facility in Indiantown	As Required	PER HOUR	\$150.00	As Required
					TOTAL COST
					\$149.50 per WET TON

Price includes loading time of one (1) hour per load, per visit to the facility. For purposes of this section, loading begins once Contractor's driver has entered the facility and ends once Contractor's driver has left the facility. In the event Contractor's employees, subcontractors or assigns are required to spend more than one (1) hour at the facility, Contractor will assess demurrage charge per load and per hour, or any part thereof, over the initial one (1) hour loading time.